

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM382807

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Acknowledgement of Trademark Security Agreement Termination and Release of Liens at Reel/Frame No. 4809/0206

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/02/2016	national association: UNITED STATES

RECEIVING PARTY DATA

Name:	Fertitta Entertainment LLC
Street Address:	1505 South Pavilion Center Drive
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89135
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	4092448	FERTITTA
Registration Number:	4092445	FERTITTA
Registration Number:	3745572	FERTITTA
Registration Number:	3342201	VIVA
Registration Number:	3628800	VIVA
Registration Number:	3735308	VIVA
Registration Number:	3473703	VIVA CASINO
Registration Number:	3705345	VIVA LAS VEGAS
Serial Number:	77910035	VIVA RESORT SPA CASINO
Serial Number:	85180567	FERTITTA ENTERTAINMENT
Serial Number:	85180560	FERTITTA GAMING
Serial Number:	78616285	VIVA
Serial Number:	85975774	FERTITTA ENTERTAINMENT
Serial Number:	85510486	VIVA
Serial Number:	85504473	FERTITTA
Serial Number:	85275823	FERTITTA
Serial Number:	85975773	FERTITTA GAMING
Serial Number:	85975772	FERTITTA GAMING

OP \$1040.00 4092448

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85083356	VIVA
Serial Number:	78640577	VIVA
Serial Number:	77966647	VIVA
Serial Number:	77489501	VIVA
Serial Number:	77489163	VIVA
Serial Number:	77488988	VIVA
Serial Number:	77488976	VIVA
Serial Number:	77146812	VIVA
Serial Number:	85536455	VIVA CASINO
Serial Number:	85272604	VIVA CASINO
Serial Number:	78640607	VIVA CASINO
Serial Number:	77966674	VIVA CASINO
Serial Number:	77818863	VIVA ENTERTAINMENT
Serial Number:	77818862	VIVA ENTERTAINMENT
Serial Number:	77818859	VIVA ENTERTAINMENT
Serial Number:	77818850	VIVA ENTERTAINMENT
Serial Number:	77409328	VIVA ENTERTAINMENT
Serial Number:	77409324	VIVA ENTERTAINMENT
Serial Number:	85536477	VIVA RESORT SPA CASINO
Serial Number:	85272631	VIVA RESORT SPA CASINO
Serial Number:	78640627	VIVA RESORT SPA CASINO
Serial Number:	77966666	VIVA RESORT SPA CASINO
Serial Number:	77725571	VIVA RESORT SPA CASINO

CORRESPONDENCE DATA

Fax Number: 2138918763

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	042541-0038
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	05/03/2016

Total Attachments: 6

source=Termination of Trademark Security Agreement (3)#page1.tif

source=Termination of Trademark Security Agreement (3)#page2.tif

source=Termination of Trademark Security Agreement (3)#page3.tif
source=Termination of Trademark Security Agreement (3)#page4.tif
source=Termination of Trademark Security Agreement (3)#page5.tif
source=Termination of Trademark Security Agreement (3)#page6.tif

**ACKNOWLEDGEMENT OF TRADEMARK
SECURITY AGREEMENT TERMINATION AND RELEASE OF LIENS**

This Acknowledgment of Trademark Security Agreement Termination and Release of Liens (this "Agreement"), dated as of May 2, 2016, is entered into by and between Fertitta Entertainment LLC, a Delaware limited liability company (the "Grantor") and Bank of America, N.A., in its capacity as administrative agent for each of the Secured Parties (in such capacity, the "Grantee"). Except as otherwise defined herein, all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Security Agreement (defined below).

A. WHEREAS, the Grantor, the Grantee, the Lenders and certain other financial institutions have entered into that certain Amended and Restated Credit Agreement, dated as of December 24, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

B. WHEREAS, the Grantor, certain Subsidiaries of the Grantor and Grantee have entered into that certain Security Agreement, dated as of April 26, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

C. WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Grantor and the Grantee entered into (i) that certain Trademark Security Agreement, dated as of April 26, 2012, and recorded with the U.S. Patent and Trademark Office on June 27, 2012, at Reel/Frame No. 4809/0206 (the "2012 Trademark Security Agreement"), (ii) that certain Trademark Security Agreement, dated as of December 24, 2013, and recorded with the U.S. Patent and Trademark Office on January 6, 2014, at Reel/Frame No. 5187/0560 (the "2013 Trademark Security Agreement"), and (iii) that certain Confirmatory Grant of Security Interest in United States Intellectual Property, dated as of July 11, 2014, and recorded with the U.S. Patent and Trademark Office on September 30, 2014, at Reel/Frame No. 5371/0788 (the "2014 Trademark Security Agreement") (collectively, the "Trademark Security Agreements"), pursuant to which Grantor granted to the Grantee, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether then or thereafter existing or acquired by the Grantor, in and to the Trademark Collateral (as defined in the 2012 Trademark Security Agreement and the 2013 Trademark Security Agreement) and the Trademarks (as defined in the 2014 Trademark Security Agreement);

D. WHEREAS, the Grantor and the Grantee desire to enter into this Agreement to acknowledge that the Trademark Security Agreements have been terminated and that the security interests granted thereunder have been released.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Grantee agree as follows:

1. Termination and Release.

The Grantee does hereby release and terminate its entire right, title and interest in and to the Trademark Security Agreements, and any supplemental confirmatory grants entered into in connection therewith, and the security interests granted therein, including those covering the Trademark Collateral and the Trademarks listed on the attached Schedule A.

2. Authorization.

The Grantee hereby irrevocably authorizes the Grantor, at any time and from time to time, to file Uniform Commercial Code (“UCC”) termination statements to outstanding UCC financing statements and other applicable termination statements (including filings at the U.S. Patent and Trademark Office) to reflect the release of the security interests granted in the Trademark Security Agreements.

3. Representation and Warranty.

The Grantee hereby represents and warrants to the Grantor that the Grantee has not assigned all or any part of its right, title and interest in or to, or any claims or causes of action under, the Trademark Security Agreements to any other person or entity.

4. Miscellaneous.

(a) THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER STATE.

(b) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Acknowledgment of Trademark Security Agreement Termination and Release of Liens to be duly executed and delivered as of the date first written above.

BANK OF AMERICA, N.A.,
as Grantee

By: 
Name: _____
Title: **Brian D. Corum**
Managing Director

[Signature Page to Acknowledgement of Trademark Security Agreement Termination]

TRADEMARK
REEL: 005783 FRAME: 0311

FERTITTA ENTERTAINMENT LLC,
as Grantor

By: _____
Name: Marc J. Falcone
Title: Executive Vice President, Chief
Financial Officer & Treasurer

[Signature Page to Acknowledgement of Trademark Security Agreement Termination]

TRADEMARK
REEL: 005783 FRAME: 0312

Schedule A

SCHEDULE OF TRADEMARKS

Mark	Status	Serial No.	Registration No.	Reel/Frame No.
FERTITTA	Registered	85-096860	4,092,448	4809/0206 5187/0560
FERTITTA	Registered	85-093013	4,092,445	4809/0206 5187/0560
FERTITTA	Registered	77-694363	3,745,572	4809/0206 5187/0560
FERTITTA ENTERTAINMENT	Registered	85-641412	4,486,983	5371/0788
VIVA	Registered	78-979011	3,342,201	4809/0206 5187/0560
VIVA	Registered	78-640592	3,628,800	4809/0206 5187/0560
VIVA	Registered	78-640165	3,735,308	4809/0206 5187/0560
VIVA CASINO	Registered	78-640612	3,473,703	4809/0206 5187/0560
VIVA LAS VEGAS	Registered	78-737539	3,705,345	4809/0206 5187/0560
VIVA RESORT SPA CASINO	Published	77-910035	N/A	4809/0206
FERTITTA ENTERTAINMENT	Opposed	85-180567	N/A	4809/0206
FERTITTA GAMING	Opposed	85-180560	N/A	4809/0206
VIVA	Allowed	78-616285	N/A	4809/0206
FERTITTA ENTERTAINMENT	Pending	85-975774	N/A	4809/0206 5187/0560
VIVA	Pending	85-510486	N/A	4809/0206
FERTITTA	Abandoned	85-504473	N/A	4809/0206
FERTITTA	Abandoned	85-275823	N/A	4809/0206
FERTITTA GAMING	Abandoned	85-975773	N/A	4809/0206
FERTITTA GAMING	Abandoned	85-975772	N/A	4809/0206
VIVA	Abandoned	85-083356	N/A	4809/0206
VIVA	Abandoned	78-640577	N/A	4809/0206

Schedule A

Mark	Status	Serial No.	Registration No.	Reel/Frame No.
VIVA	Abandoned	77-966647	N/A	4809/0206
VIVA	Abandoned	77-489501	N/A	4809/0206
VIVA	Abandoned	77-489163	N/A	4809/0206
VIVA	Abandoned	77-488988	N/A	4809/0206
VIVA	Abandoned	77-488976	N/A	4809/0206 5187/0560
VIVA	Abandoned	77-146812	N/A	4809/0206
VIVA CASINO	Abandoned	85-536455	N/A	4809/0206
VIVA CASINO	Abandoned	85-272604	N/A	4809/0206
VIVA CASINO	Abandoned	78-640607	N/A	4809/0206
VIVA CASINO	Abandoned	77-966674	N/A	4809/0206
VIVA ENTERTAINMENT	Abandoned	77-818863	N/A	4809/0206
VIVA ENTERTAINMENT	Abandoned	77-818862	N/A	4809/0206
VIVA ENTERTAINMENT	Abandoned	77-818859	N/A	4809/0206
VIVA ENTERTAINMENT	Abandoned	77-818850	N/A	4809/0206
VIVA ENTERTAINMENT	Abandoned	77-409328	N/A	4809/0206
VIVA ENTERTAINMENT	Abandoned	77-409324	N/A	4809/0206
VIVA RESORT SPA CASINO	Abandoned	85-536477	N/A	4809/0206
VIVA RESORT SPA CASINO	Abandoned	85-272631	N/A	4809/0206
VIVA RESORT SPA CASINO	Abandoned	78-640627	N/A	4809/0206
VIVA RESORT SPA CASINO	Abandoned	77-966666	N/A	4809/0206
VIVA RESORT SPA CASINO	Abandoned	77-725571	N/A	4809/0206 5187/0560

Schedule A