

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM400845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
N-M Ventures LLC		10/03/2016	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG Cayman Islands Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Cayman Islands Branch of a bank organized and existing under the laws of Germany: GERMANY		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4269629	FANCY SAUCE	
Registration Number:	4283930	FANCY SAUCE	
Registration Number:	4157373	GBDC	
Registration Number:	4157371	GBDC	
Registration Number:	4388716	GBDC	
Registration Number:	4157378	GBDC	
Registration Number:	4157376	GBDC	
Registration Number:	4388717	GBDC	
CORRESPONDENCE DATA			
Fax Number:	7023828135		
<i>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.</i>			
Phone:	702-464-7079		
Email:	jobermeyer@bhfs.com		
Correspondent Name:	Julie Obermeyer		
Address Line 1:	100 N. City Parkway, Suite 1600		
Address Line 4:	Las Vegas, NEVADA 89106		

CH \$215.00 4269629

ATTORNEY DOCKET NUMBER:	15178-0045
NAME OF SUBMITTER:	Erin E. Lewis
SIGNATURE:	/Erin E. Lewis/
DATE SIGNED:	10/04/2016
Total Attachments: 10 source=Confirmatory Grant of Security Interest in IP#page1.tif source=Confirmatory Grant of Security Interest in IP#page2.tif source=Confirmatory Grant of Security Interest in IP#page3.tif source=Confirmatory Grant of Security Interest in IP#page4.tif source=Confirmatory Grant of Security Interest in IP#page5.tif source=Confirmatory Grant of Security Interest in IP#page6.tif source=Confirmatory Grant of Security Interest in IP#page7.tif source=Confirmatory Grant of Security Interest in IP#page8.tif source=Confirmatory Grant of Security Interest in IP#page9.tif source=Confirmatory Grant of Security Interest in IP#page10.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES INTELLECTUAL PROPERTY**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Confirmatory Grant”) is made effective as of October 3, 2016 by and from FIESTA PARENTCO, L.L.C., a Delaware limited liability company, FP HOLDINGS, L.P., a Nevada limited partnership, FP HOLDCO, L.L.C., a Delaware limited liability company, FPIII, L.L.C., a Nevada limited liability company, PALMS PLACE, LLC, a Nevada limited liability company, PPII HOLDINGS, L.L.C., a Nevada limited liability company, N-M VENTURES LLC, a Nevada limited liability company, and N-M VENTURES II LLC, a Nevada limited liability company (each individually a “Grantor” and collectively the “Grantors”), to and in favor of DEUTSCHE BANK AG CAYMAN ISLANDS BRANCH, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, “Grantee”).

WHEREAS, Station Casinos LLC, a Nevada limited liability company (“Station”), the Grantors and certain other subsidiaries of Station, as subsidiary guarantors, Grantee, Deutsche Bank AG Cayman Islands Branch, as Administrative Agent, the Lenders and certain other financial institutions have entered into that certain Credit Agreement, dated as of June 8, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, Station, the Grantors, certain other Subsidiaries of Station and Grantee have entered into that certain Security Agreement, dated as of June 8, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantors own the copyrights listed on Exhibit A attached hereto (the “Copyrights”), which Copyrights are pending or registered with the United States Copyright Office (the “USCO”).

WHEREAS, the Grantors own the trademarks listed on Exhibit B attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office (the “USPTO”).

WHEREAS, the Grantors own the patents listed on Exhibit C attached hereto (the “Patents”, and together with the Copyrights and Trademarks, the “Intellectual Property”), which Patents are pending or registered with the USPTO.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made by each Grantor to Grantee on behalf of the Secured Parties to secure the satisfactory performance and payment when due of all the Secured Obligations (as defined in the Security Agreement). Upon Payment in Full of the Secured Obligations, Grantee shall promptly execute, acknowledge and deliver to the Grantors, all reasonably requested instruments in writing releasing the security interest in the Intellectual Property acquired under the Security Agreement and this Confirmatory Grant.

(b) In order to secure the payment and performance when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Secured Obligations (as defined in the Security Agreement), the Grantors hereby grant to Grantee for the benefit of the Secured Parties:

(i) With respect to the Copyrights, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the Copyrights now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Copyrights and (3) all causes of action arising prior to or after the date hereof for infringement of such Copyrights or unfair competition regarding the same;

(ii) With respect to the Trademarks, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same;

(iii) With respect to the Patents, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Patents and (3) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same.

3) Interpretation. This Confirmatory Grant and any claims, controversies, disputes, or causes of action (whether arising under contract law, tort law or otherwise) based upon or relating to this Confirmatory Grant shall be governed by, and construed in accordance with, the law of the State of New York without giving effect to any choice of law principles that would apply the law of another jurisdiction. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


4) Recordation. The parties authorize the directors of the USCO and the USPTO to record this Confirmatory Grant.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Grant effective as of the date first written above.

FIESTA PARENTCO, L.L.C.
FP HOLDINGS, L.P.
FP HOLDCO, L.L.C.
FPIII, L.L.C.
PALMS PLACE, LLC
PPII HOLDINGS, L.L.C.
N-M VENTURES LLC
N-M VENTURES II LLC

each as a Grantor

By 
Name: Marc J. Falcone
Title: Authorized Person

DEUTSCHE BANK AG CAYMAN
ISLANDS BRANCH, as Grantee

By Peter Cucchiara
Name: Peter Cucchiara
Title: Vice President

By Benjamin South
Name: Benjamin South
Title: Vice President

Exhibit A

SCHEDULE OF U.S. COPYRIGHTS

Owner/Grantor	Title	Registration No. Registration Date
FP Holdings, L.P.	VIDEO POKER BINGO CARD 5 CENT.	11/9/2010 VA0001747391
FP Holdings, L.P.	VIDEO POKER BINGO CARD 1 CENT.	11/9/2010 VA0001748094
FP Holdings, L.P.	VIDEO POKER BINGO CARD 1 DOLLAR.	11/9/2010 VA0001747408
FP Holdings, L.P.	VIDEO POKER BINGO CARD 25 CENTS.	11/9/2010 VA0001747406
N-M Ventures LLC	Bikini Cup	3/4/2008 VA0001658108

Exhibit B**SCHEDULE OF U.S. TRADEMARKS**

Owner/Grantor	Mark	International Class(es)	Application No. Filing Date	Registration No.	Registration Date
FP Holdings, L.P.	PALMS A MALOOF CASINO RESORT	041	76097695 7/27/2000	2646679	11/5/2002
FP Holdings, L.P.	POWER PAYCHECK	041	76408995 5/16/2002	2683569	2/4/2003
FP Holdings, L.P.	PALMS A MALOOF CASINO RESORT	042	76097696 7/27/2000	2742897	7/29/2003
FP Holdings, L.P.	PALMS	043	76475479 12/13/2002	2773483	10/14/2003
FP Holdings, L.P.	PALMS	041	76475480 12/13/2002	2773484	10/14/2003
FP Holdings, L.P.	PALMS CASINO RESORT	041	76478488 12/26/2002	2775360	10/21/2003
FP Holdings, L.P.	HURRICANE OF CASH	041	76475478 12/13/2002	2804389	1/13/2004
FP Holdings, L.P.	PALMS CASINO RESORT	043	76496142 3/10/2003	2819261	3/2/2004
FP Holdings, L.P.	PALMS	035	76496143 3/10/2003	2949105	5/10/2005
FP Holdings, L.P.	CLUB PALMS ALL STAR	041	76595047 5/28/2004	2969615	7/19/2005
FP Holdings, L.P.	CLUB PALMS HALL OF FAMER	041	76595048 5/28/2004	2969616	7/19/2005
FP Holdings, L.P.	PALMS GIRL	041	76613502 9/23/2004	3097131	5/30/2006
FP Holdings, L.P.	PALMS	025	76496144 3/10/2003	3101128	6/6/2006
FP Holdings, L.P.	SKY VILLAS	043	76486053 1/30/2003	3114586	7/11/2006
FP Holdings, L.P.	THE MINT HIGH LIMIT LOUNGE	041	77043015 11/13/2006	3284829	8/28/2007
FP Holdings, L.P.	PALMS GIRL	16, 25	78650081 6/14/2005	3285568	8/28/2007
FP Holdings, L.P.	BISTRO BUFFET	43	78938882 7/27/2006	3390461	2/26/2008
FP Holdings, L.P.	HOT PINK SUITE	43	78977705	3416272	4/22/2008

	PALMS LAS VEGAS (and Design)		11/22/2005		
FP Holdings, L.P.	HOT PINK SUITE PALMS LAS VEGAS	43	78977706 11/22/2005	3416273	4/22/2008
FP Holdings, L.P.	PEARL	43	77252919 8/10/2007	3417799	4/29/2008
FP Holdings, L.P.	PEARL PALMS CONCERT THEATER	43	77252914 8/10/2007	3452590	6/24/2008
FP Holdings, L.P.	PALMS LAS VEGAS HARDWOOD SUITE ESTABLISHED 2005 (and Design)	43	78832198 3/8/2006	3494003	8/26/2008
FP Holdings, L.P.	SHOW SHOWER	43	78832662 3/8/2006	3545265	12/9/2008
FP Holdings, L.P.	PALMS LAS VEGAS	41, 43	78915996 6/23/2006	3574104	2/10/2009
FP Holdings, L.P.	DRIFT SPA AND HAMMAM	44	77334067 11/20/2007	3592467	3/17/2009
FP Holdings, L.P.	SKY VILLA PALMS, LAS VEGAS (and Design)	43	78759284 11/22/2005	3628859	5/26/2009
FP Holdings, L.P.	ROJO LOUNGE (and Design)	43	77327534 11/12/2007	3640533	6/16/2009
FP Holdings, L.P.	EROTIC SUITE PALMS LAS VEGAS (and Design)	43	78759178 11/22/2005	3655950	7/14/2009
FP Holdings, L.P.	PALMS PLACE	43	77708856 4/7/2009	3698800	10/20/2009
FP Holdings, L.P.	THE PALMS SAN FRANCISCO	36	78825804 2/28/2006	3892571	12/21/2010
FP Holdings, L.P.	KINGPIN SUITE PALMS · LAS VEGAS (and Design)	25	78832319 3/8/2006	4050091	11/1/2011
FP Holdings, L.P.	KINGPIN SUITE PALMS · LAS VEGAS (and Design)	43	78981425 3/8/2006	4050100	11/1/2011
FP Holdings, L.P.	PALMS SLOTS PAY LOTS	41	85158303 10/21/2010	4010524	8/9/2011
FP Holdings, L.P.	CELEBRITY SUITE PALMS LAS VEGAS (and Design)	43	78832514 3/8/2006	4179869	7/24/2012
FP Holdings, L.P.	SLOT EMPORIUM	41	85329063 5/24/2011	4162563	6/19/2012

FP Holdings, L.P.	CAFÉ 6	43	86631578 5/15/2015	4868489	12/8/2015
FP Holdings, L.P.	CRIB SUITE	43	86042683 8/20/2013	4505132	4/1/2014
FP Holdings, L.P.	DIRECTOR'S SUITE	43	86579515 3/27/2015	4841448	10/27/2015
FP Holdings, L.P.	EROTIC SUITE	43	86349759 7/28/2014	4715287	4/7/2015
FP Holdings, L.P.	G-SUITE	43	86042703 8/20/2013	4521071	4/29/2014
FP Holdings, L.P.	HARDWOOD SUITE	43	86579594 3/27/2015	4935181	4/12/2016
FP Holdings, L.P.	IVORY TOWER	43	85669213 7/5/2012	4362387	7/2/2013
FP Holdings, L.P.	MEAT THE FAMILY	43	86579628 3/27/2015	4836698	10/20/2015
FP Holdings, L.P.	PALMS	44	86042643 8/20/2013	4459335	12/31/2013
FP Holdings, L.P.	PALMS (Stylized)	25, 35, 41, 43, 44	85745115 10/3/2012	4874718	12/22/2015
FP Holdings, L.P.	PALMS CASINO RESORT (Stylized)	35, 41, 43, 44	85982631 10/3/2012	4614772	9/30/2014
FP Holdings, L.P.	PALMS LAS VEGAS (Stylized)	25, 35, 41, 43, 44	85745106 10/3/2012	4818243	9/22/2015
FP Holdings, L.P.	TONIC (Stylized)	43	85591199 4/6/2012	4401039	9/10/2013
N-M Ventures LLC	FANCY SAUCE	43	85513265 1/10/2012	4269629	1/1/2013
N-M Ventures LLC	FANCY SAUCE	41	85513286 1/10/2012	4283930	1/29/2013
N-M Ventures LLC	GBDC	43	85445883 10/12/2011	4157373	6/12/2012
N-M Ventures LLC	GBDC	41	85445843 10/12/2011	4157371	6/12/2012
N-M Ventures LLC	GBDC	25	85445831 10/12/2011	4388716	8/20/2013
N-M Ventures LLC	GBDC (Stylized)	43	85445919 10/12/2011	4157378	6/12/2012
N-M Ventures LLC	GBDC (Stylized)	41	85445909 10/12/2011	4157376	6/12/2012
N-M Ventures LLC	GBDC (Stylized)	25	85445905 10/12/2011	4388717	8/20/2013

Exhibit C

SCHEDULE OF U.S. PATENTS

None.