

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM436494

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
CV PROPCO, LLC		07/25/2017	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: 2			
Property Type	Number	Word Mark	
Registration Number:	2053007	WILD WILD WEST	
Registration Number:	2053006	WILD WILD WEST	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7147558290		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	042541-0060		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/kja/		
DATE SIGNED:	07/25/2017		
Total Attachments: 8			
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**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 July 25, 2017 by and from CV PROPCO, LLC, a Nevada limited liability company (the “Grantor”), 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 Grantor 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 by that certain First Amendment to Credit Agreement, dated as of January 30, 2017, as modified by that certain Incremental Joinder Agreement, dated as of January 30, 2017, as further amended by that certain Second Amendment to Credit Agreement, dated as of April 5, 2017, as further amended and modified by the Incremental Joinder No. 2 and Third Amendment to Credit Agreement, dated as of May 2, 2017, as further modified by the Incremental Joinder Agreement No. 3, dated as of May 10, 2017, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, Station, the Grantor, 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 Grantor owns 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 Grantor owns 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 Grantor owns 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 Grantor, 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 Grantor hereby grants 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 Grantor's 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 Grantor, 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 Grantor's 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 Grantor, 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 Grantor's 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 Grantor, 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.

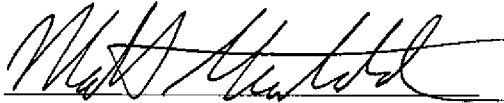
4) Recordation. The parties authorize the directors of the USCO and the USPTO to record this Confirmatory Grant.

[Signature Pages Follow]

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

CV PROPCO, LLC

as Grantor

By 

Name: Matthew L. Heinhold

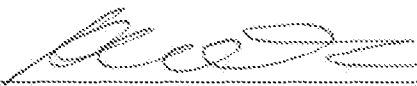
Title: Senior Vice President, & Secretary

[Signature Page to Confirmatory Grant of Security Interest in Intellectual Property]

TRADEMARK
REEL: 006113 FRAME: 0732

DEUTSCHE BANK AG CAYMAN
ISLANDS BRANCH, as Grantee

By 
Name: **Mary Kay Coyle**
Title: **Managing Director**

By 
Name: **Anca Trifan**
Title: **Managing Director**

[Signature Page to Confirmatory Grant of Security Interest in Intellectual Property]

Exhibit A

SCHEDULE OF U.S. COPYRIGHTS

None.

Exhibit B

SCHEDULE OF U.S. TRADEMARKS

Owner/Grantor	Mark	International Class(es)	Application No. Filing Date	Registration No.	Registration Date
CV PropCo, LLC	WILD WILD WEST	42	74369447 3/16/1993	2053007	4/15/1997
CV PropCo, LLC	WILD WILD WEST	41	74369446 3/16/1993	2053006	4/15/1997

Exhibit C

SCHEDULE OF U.S. PATENTS

None.