

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM508393

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Galleon, Inc.		11/24/2015	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eldorado LLC		
<b>Street Address:</b>	100 West Liberty St., Suite 1150		
<b>City:</b>	Reno		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89501		
<b>Entity Type:</b>	Limited Liability Company: NEVADA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2004953	SILVER LEGACY	
<b>Registration Number:</b>	2136089	SILVER LEGACY	
<b>Registration Number:</b>	2004955	SILVER LEGACY	
<b>Registration Number:</b>	2004954	SILVER LEGACY	
<b>Registration Number:</b>	2051213	SILVER LEGACY	
<b>Registration Number:</b>	2510740	SILVER LEGACY	
<b>Registration Number:</b>	2032577	SILVER BARON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3123323033		
<b>Email:</b>	trademarks@davismcgrath.com		
<b>Correspondent Name:</b>	William T. McGrath		
<b>Address Line 1:</b>	125 S WACKER DR, STE 1380		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	William T. McGrath		
<b>SIGNATURE:</b>	/William T. McGrath/		
<b>DATE SIGNED:</b>	02/01/2019		

OP \$190.00 2004953

**Total Attachments: 4**

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**ASSIGNMENT OF MEMBER'S INTEREST  
(CIRCUS AND ELDORADO JOINT VENTURE, LLC)**

THIS ASSIGNMENT OF MEMBER'S INTEREST (this "Assignment"), dated November 24, 2015, is made by Galleon, Inc., a Nevada corporation ("Assignor"), and Eldorado Limited Liability Company, a Nevada limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement (as defined below).

WITNESSETH:

WHEREAS, Circus Circus Casinos, Inc., a Nevada corporation, Assignor, CC-RENO LLC, a Nevada limited liability company, and Assignee, are parties to that certain Purchase and Sale Agreement, dated as of July 7, 2015 (together with all amendments, supplements, modifications, appendices, assignments and addenda thereto, the "Agreement"), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to its fifty percent (50%) member's interest (the "Equity Interest") in Circus and Eldorado Joint Venture, LLC, a Nevada limited liability company ("SLJV"); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign to Assignee the Equity Interest, and Assignee has agreed to accept such assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements contained herein and in the Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption. Effective as of the Closing Date, Assignor hereby sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in and to the Equity Interest, and Assignee hereby accepts the Equity Interest and assumes and agrees to be bound by and to perform all of the obligations, undertakings, covenants, duties and liabilities arising under that certain Operating Agreement of Circus and Eldorado Joint Venture, LLC, dated as of July 1, 2013 (the "Operating Agreement"), as a member of SLJV and with respect to the ownership of a member's interest therein. Assignor does hereby irrevocably constitute and appoint any officer, manager or managing member, as applicable, of SLJV as its attorney-in-fact to transfer the Equity Interest, pursuant to the terms of the Operating Agreement, with full power of substitution in the premises.

2. Conflict. This Assignment is subject to all of the terms, conditions and limitations set forth in the Agreement. In the event that any provision of this Assignment shall be construed to conflict with a provision of the Agreement, the provision of the Agreement shall be deemed to be controlling.

3. Further Assurances. Each of the parties hereto covenants and agrees to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

4. Governing Law. The internal laws of the State of Nevada applicable to contracts made and wholly performed therein shall govern the validity, construction, performance and effect of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest and assigns.

6. Headings. The subject headings or captions of the paragraphs in this Assignment are inserted for convenience of reference only and shall not affect the meaning, construction or interpretation of any provisions contained herein. All capitalized terms defined herein are equally applicable to both the singular and plural forms of such terms.

7. Counterparts. This Assignment may be signed by facsimile or other electronic transmission and/or in one or multiple counterparts, with each counterpart having the same force and effect as if this single instrument were executed by each of the parties hereto and delivered to the other party.

8. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Assignment.

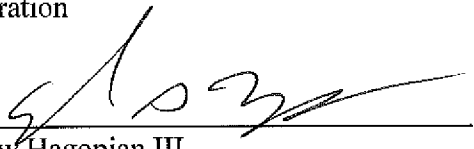
9. Severability. If any provision of this Assignment shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Assignment shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

“Assignor”

**GALLEON, INC.,**  
a Nevada corporation

By:   
Name: Andrew Hagopian III  
Title: Assistant Secretary

“Assignee”

**ELDORADO LIMITED LIABILITY COMPANY,**  
a Nevada limited liability company

By: Eldorado Resorts LLC  
Its: Manager

By: Eldorado Holdco LLC  
Its: Managing Member

By: Eldorado Resorts, Inc.  
Its: Managing Member

By: \_\_\_\_\_  
Name: Gary L. Carano  
Its: Chief Executive Officer

[Signature Page to Assignment of Member’s Interest (Silver Legacy)]

**TRADEMARK**  
**REEL: 006573 FRAME: 0757**

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“Assignor”

**GALLEON, INC.,**  
a Nevada corporation

By: \_\_\_\_\_  
Name: Andrew Hagopian III  
Title: Assistant Secretary

“Assignee”

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Name: Gary L. Carano  
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[Signature Page to Assignment of Member's Interest (Silver Legacy)]