

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555389

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIRCUS CIRCUS LV, LLC		12/20/2019	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CLMG CORP.		
<b>Street Address:</b>	7195 Dallas Parkway		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75024		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0891114	CIRCUS CIRCUS	
<b>Registration Number:</b>	1164962	CIRCUS CIRCUS	
<b>Registration Number:</b>	1231412	CIRCUS CIRCUS	
<b>Registration Number:</b>	1232243	CIRCUS CIRCUS	
<b>Registration Number:</b>	1231413	CIRCUS CIRCUS	
<b>Registration Number:</b>	4407739	GRAD BLAST	
<b>Registration Number:</b>	4418411	THE ADVENTUREDOME THEME PARK	
<b>Registration Number:</b>	1785904	SLOTS A FUN	
<b>Registration Number:</b>	1788529	SLOTS A FUN CASINO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8043447999		
<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>	804-788-8331		
<b>Email:</b>	HWITM@HuntonAK.com		
<b>Correspondent Name:</b>	Stephen Demm, Hunton Andrews Kurth LLP		
<b>Address Line 1:</b>	951 East Byrd Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-4074		
<b>ATTORNEY DOCKET NUMBER:</b>	071160.0000049		

CH \$240.00 0891114

<b>NAME OF SUBMITTER:</b>	Stephen P. Demm
<b>SIGNATURE:</b>	/Stephen P. Demm/
<b>DATE SIGNED:</b>	12/31/2019
<b>Total Attachments: 6</b> source=CIRCUS CIRCUS LV, LLC Trademark Security Agreement#page1.tif source=CIRCUS CIRCUS LV, LLC Trademark Security Agreement#page2.tif source=CIRCUS CIRCUS LV, LLC Trademark Security Agreement#page3.tif source=CIRCUS CIRCUS LV, LLC Trademark Security Agreement#page4.tif source=CIRCUS CIRCUS LV, LLC Trademark Security Agreement#page5.tif source=CIRCUS CIRCUS LV, LLC Trademark Security Agreement#page6.tif	

**TRADEMARK SECURITY AGREEMENT**  
(CIRCUS CIRCUS LV, LLC)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between CIRCUS CIRCUS LV, LLC, a Nevada limited liability company (the "Debtor"), and CLMG CORP., a Texas corporation (the "Secured Party"), acting in its capacity as administrative agent pursuant to that certain Credit Agreement, dated as of December 20, 2019 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"), among the Debtor, each lender from time to time party thereto and the Secured Party.

**RECITALS:**

Pursuant to the terms of the Pledge and Security Agreement, dated as of December 20, 2019 (as such agreement may be amended, restated, or otherwise modified from time to time, the "Security Agreement") (capitalized terms defined by the Security Agreement wherever used in this Agreement, unless otherwise defined in this Agreement, shall have the meanings specified in the Security Agreement), executed by the Debtor and CCLV CC HOLDCO LLC, a Nevada limited liability company, in favor of the Secured Party, the Debtor has granted to the Secured Party a lien on and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademark Collateral (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks (as defined below), and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants to the Secured Party a lien on and continuing security interest in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Schedule 1 hereof;

(b) all Trademark licenses and other agreements for the grant by or to the Debtor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Schedule 1 hereof;

(c) all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all Proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and Proceeds of infringement suits).

The lien and security interest created by this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

Notwithstanding anything to the contrary contained in this Agreement, no direct or indirect shareholder, partner, member, principal, affiliate, employee, officer, trustee, director, agent or other representative of the Debtor and/or any of its respective Affiliates (each, a "Related Party") shall have any personal liability for the payment, performance or discharge of any covenants, obligations or undertakings of the Debtor under this Agreement or any other Loan Document, and by acceptance hereof, the Administrative Agent for itself, the other Secured Parties and their respective successors and assigns irrevocably waives any and all right to sue for, seek or demand any such damages, money judgment, deficiency judgment or personal judgment against any Related Party under or by reason of or in connection with this Agreement or any other Loan Document; except that any Related Party that is a party to this Agreement or any other Loan Document or any other separate written guaranty, indemnity or other agreement given by such Related Party in connection with the Loan shall remain fully liable therefor as provided therein and the foregoing provisions shall not operate to limit or impair the liabilities and obligations of such Related Parties or the rights and remedies of the applicable Secured Parties thereunder. Furthermore, the foregoing exculpation provision shall not limit any Related Party's liability for, or the Secured Parties' rights and remedies resulting from, such Related Party's fraudulent actions, gross negligence or willful misconduct.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**DEBTOR:**

CIRCUS CIRCUS LV, LLC,  
a Nevada limited liability company


By: 

Name: Phillip G. Ruffin

Title: Manager

**SECURED PARTY:**

CLMG CORP., as Administrative Agent for the  
Lenders under the Credit Agreement

By:   
Name: James Erwin  
Title: President JE

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

(see attached)

Jurisdiction	Trademark	Class	Registration No.	Registration Date
US	CIRCUS CIRCUS	41	891114	5/12/1970
US	CIRCUS CIRCUS	41-42	1164962	8/11/1981
US	CIRCUS CIRCUS	41-42	1231412	3/15/1983
US	CIRCUS CIRCUS (Stylized)	41-42	1232243	3/22/1983
US	CIRCUS CIRCUS DESIGN	41-42	1231413	3/15/1983
US	GRAD BLAST	41	4407739	9/24/2013
US	THE ADVENTUREDOME THEME PARK & DESIGN	41	4418411	10/15/2013
US	SLOTS A FUN	41	1785904	8/3/1993
US	SLOTS A FUN CASINO & DESIGN	41	1788529	8/17/1993
Nevada	SLOTS-A-FUN CASINO	100	TN00170716	4/19/1982
Nevada	THE STEAK HOUSE	100	SM00350403	3/25/2003

Jurisdiction	Trademark	Class	Reg. No.	Reg. Date	Status
Nevada	MEXITALIA	100	E0228522006-6	3/28/2006	Registered
Nevada	CIRCUS BUFFET	100	SM00360560	7/22/2004	Registered