

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Collateral Assignment (Second Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		10/19/2009	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A.		
<b>Street Address:</b>	45 Broadway, 14th Floor		
<b>Internal Address:</b>	ATTN: Mr. Julius Zamora		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10006		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2608215	GREEN VALLEY RANCH	
Registration Number:	2672954	GREEN VALLEY RANCH	
Registration Number:	2672955	GREEN VALLEY RANCH	
Registration Number:	2797079	GREEN VALLEY RANCH STATION CASINO	
Registration Number:	2797080	GREEN VALLEY RANCH STATION CASINO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)629-5063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-892-4653		
<b>Email:</b>	bharris@milbank.com		
<b>Correspondent Name:</b>	Benjamin Harris		
<b>Address Line 1:</b>	601 S. Figueroa St.		
<b>Address Line 2:</b>	30th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		

CH \$140.00 2608215

ATTORNEY DOCKET NUMBER:	02012-01806
NAME OF SUBMITTER:	Benjamin Harris
Signature:	/Benjamin Harris/
Date:	11/23/2009
Total Attachments: 4 source=Assignment of Trademark Collateral (Second Lien)#page1.tif source=Assignment of Trademark Collateral (Second Lien)#page2.tif source=Assignment of Trademark Collateral (Second Lien)#page3.tif source=Assignment of Trademark Collateral (Second Lien)#page4.tif	

**ASSIGNMENT OF TRADEMARK COLLATERAL ASSIGNMENT  
(Second Lien)**

This ASSIGNMENT OF TRADEMARK COLLATERAL ASSIGNMENT dated as of October 19, 2009 is made by Bank of America, N.A., as resigning Administrative Agent, with an office at 901 Main Street, 14<sup>th</sup> Floor, Mail Code TX1-492-14-11, Dallas, Texas 75202 (the "Assignor"), in favor of Wells Fargo Bank, N.A., with an office at 45 Broadway, 14<sup>th</sup> Floor, New York, New York 10006, Attn: Mr. Julius Zamora, as successor Administrative Agent (the "Assignee").

WHEREAS, the Assignor is the Administrative Agent pursuant to a Second Lien Trademark Collateral Assignment dated as of February 16, 2007 (the "Trademark Collateral Assignment") made by Green Valley Ranch Gaming, LLC, a Nevada limited liability company (the "Grantor") in favor of Assignor, for the benefit of Secured Party (as defined therein), as to the trademark collateral described below;

WHEREAS, pursuant to the Omnibus Amendment, Appointment and Acceptance of even date herewith (the "Agreement") between Assignor and Assignee, Assignee has succeeded to all rights, powers, privileges and duties of Assignor in its capacity as Administrative Agent under the Trademark Collateral Assignment and related loan documents;

WHEREAS, the Trademark Collateral Assignment covers certain trademarks, trade names, trade styles and service marks, including those trademarks and registrations listed on Schedule 1 attached hereto, and was recorded on February 20, 2007, at Trademark Reel 3483, Frame 0909, in the United States Patent and Trademark Office and and re-recorded February 26, 2007, at Trademark Reel 3488, Frame 0136, in the United States Patent and Trademark Office;

WHEREAS, pursuant to the Agreement, Assignor desires to execute this assignment in favor of Assignee.

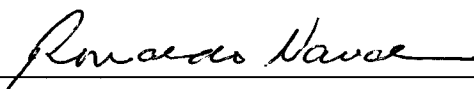
**AGREEMENT**

NOW THEREFORE, FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, the Assignor, solely in its capacity as resigning Administrative Agent, hereby transfers, assigns, sets over and delivers unto the Assignee without recourse, representation or warranty of any kind, and the Assignee, solely in the capacity as successor Administrative Agent for the benefit of Secured Party, hereby accepts, all of Assignor's right, title and interest in, under and to the Trademark Collateral Assignment, including, without limitation, all moneys and claims for moneys due and to become due from Grantor under and pursuant to the Trademark Collateral Assignment, all of Assignor's right, title and interest, powers, remedies and privileges under the Trademark Collateral Assignment, and all claims for damages arising out of any breach of the terms of the Trademark Collateral Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this assignment as of the date first written above.

Assignor:

BANK OF AMERICA, N.A.,  
as resigning Administrative Agent

By:   
Name: **Ronaldo Naval**  
Title: **Vice President**

Assignee:

WELLS FARGO BANK, N.A.,  
as successor Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have executed this assignment as of the date first written above.

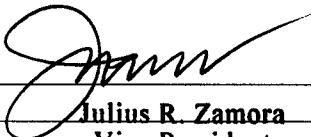
Assignor:

BANK OF AMERICA, N.A.,  
as resigning Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignee:

WELLS FARGO BANK, N.A.,  
as successor Administrative Agent

By:  \_\_\_\_\_  
Name: Julius R. Zamora  
Title: Vice President

SCHEDULE 1

Existing and Pending Trademarks

MARK	SERIAL NO./REG. NO.	FILING DATE/REG. DATE
Green Valley Ranch	Serial No. 76-205,292; Reg. No. 2,608,215	Filing Date 2/1/2001; Reg. Date 8/13/2002
Green Valley Ranch	Serial No. 76-205,293; Reg. No. 2,672,954	Filing Date 2/1/2001; Reg. Date 1/7/2003
Green Valley Ranch	Serial No. 76-205,294; Reg. No. 2,672,955	Filing Date 2/1/2001; Reg. Date 1/7/2003
Green Valley Ranch Station Casino	Serial No. 76-462,123; Reg. No. 2,797,079	Filing Date 10/28/2002; Reg. Date 12/23/2003
Green Valley Ranch Station Casino	Serial No. 76-462,124; Reg. No. 2,797,080	Filing Date 10/28/2002; Reg. Date 12/23/2003