

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		PRIORITY LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EL DORADO RESORTS, LLC		06/01/2011	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, N.A., AS COLLATERAL AGENT		
Street Address:	333 Travis Street, 3rd Floor		
Internal Address:	Attn: Collateral Services		
City:	Shreveport		
State/Country:	LOUISIANA		
Postal Code:	71101		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2263306	ELDORADO HOTEL CASINO RENO	
Registration Number:	2372823	ELDORADO HOTEL CASINO RENO	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	042541-0023		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		

OP \$65.00 2263306

Date:

06/08/2011

Total Attachments: 9

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**PRIORITY LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This PRIORITY LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 1, 2011 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by EACH OF THE SIGNATORIES HERETO (collectively, the "Grantors") in favor of CAPITAL ONE, N.A., as collateral trustee for the ratable benefit of the Priority Lien Secured Parties (as defined in the Collateral Trust Agreement referred to below) (in such capacity, the "Collateral Trustee").

WHEREAS, Eldorado Resorts LLC (the "Borrower") has entered into that certain Credit Agreement, dated as of June 1, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, each lender from time to time a party thereto, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and the other parties thereto;

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantors have entered into that certain Collateral Trust Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"), by and among the Grantors, the Collateral Trustee, Capital One, N.A., as collateral trustee for the ratable benefit of the Parity Lien Secured Parties (in such capacity, the "Parity Lien Collateral Trustee"), Bank of America, N.A., as Administrative Agent, U.S. Bank National Association, as Trustee under the Indenture and each other person that becomes a party thereto pursuant to the terms thereof;

WHEREAS, the Grantors have executed and delivered that certain Priority Lien Security Agreement, dated as of the date hereof, in favor of the Collateral Trustee for the ratable benefit of the Priority Lien Secured Parties (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement"). All capitalized terms used herein without definition shall have the meaning given in the Security Agreement and, if not defined therein, shall have the meaning given in the Credit Agreement; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors, to the Collateral Trustee for the ratable benefit of the Priority Lien Secured Parties, and have agreed as a condition precedent to the extensions of credit under the Credit Agreement to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. GRANT OF SECURITY. Subject to compliance with applicable Gaming Laws, each Grantor hereby grants to the Collateral Trustee for the ratable benefit of the Priority Lien Secured Parties a security interest in and to all of such Grantor's rights, priorities and privileges with respect to intellectual property, whether arising under United States, state, multinational or foreign laws or otherwise, including, without limitation all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Priority Lien Obligations (as defined in the Collateral Trust Agreement):

1.1 Trademarks. All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (a) the registrations and applications referred to in Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks");

1.2 Trademark Licenses. Any and all agreements providing for the granting of any right in or to Trademarks (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto;

1.3 Patents. All United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (a) each patent and patent application referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described therein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages, and proceeds of suit arising therefrom; and (g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents");

1.4 Patent Licenses. Any and all agreements providing for the granting of any right in or to Patents (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto;

1.5 Copyrights. All United States, and foreign copyrights (including community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights to sue for past, present and future infringements

thereof; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Copyrights”);

1.6 Copyright Licenses. Any and all agreements providing for the granting of any right in or to Copyrights (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto;

1.7 Trade Secrets. All trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (a) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trade Secrets”);

1.8 Trade Secret Licenses. Any and all agreements providing for the granting of any right in or to Trade Secrets (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto; and

1.9 Proceeds. Any and all proceeds of any Trademarks, Trademark Licenses, Patents, Patent Licenses, Copyrights, Copyright Licenses, Trade Secrets, Trade Secret Licenses, and any and all proceeds of the foregoing described in this Section 1.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Collateral.

SECTION 2. RECORDATION. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE GRANTORS, THE COLLATERAL TRUSTEE AND THE PRIORITY LIEN SECURED PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND

ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.


SECTION 6. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER PRIORITY LIEN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OTHER PRIORITY LIEN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

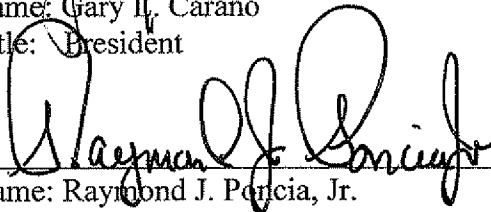
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Priority Lien Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

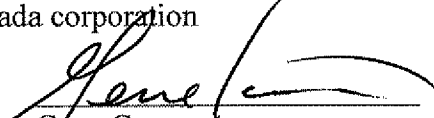
GRANTORS:

ELDORADO RESORTS LLC,
a Nevada limited liability company

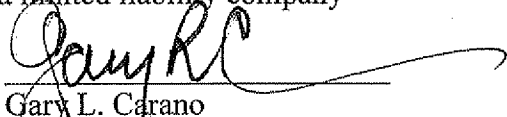
By: 
Name: Gary I. Carano
Title: President

By: 
Name: Raymond J. Porcia, Jr.
Title: Manager

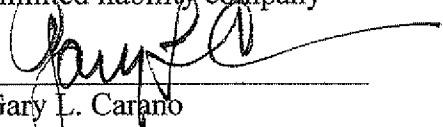
ELDORADO CAPITAL CORP.,
a Nevada corporation

By: 
Name: Gene Carano
Title: Director

ELDORADO SHREVEPORT #1, LLC,
a Nevada limited liability company

By: 
Name: Gary L. Carano
Title: Manager

ELDORADO SHREVEPORT #2, LLC,
a Nevada limited liability company

By: 
Name: Gary L. Carano
Title: Manager

SHREVEPORT CAPITAL CORPORATION,
a Louisiana corporation

By: 

Name: Gary L. Carano

Title: President

**ELDORADO CASINO SHREVEPORT JOINT
VENTURE,**

a Louisiana general partnership

By: Eldorado Shreveport #1, LLC, its managing
partner

By: 

Name: Gary L. Carano

Title: Manager

COLLATERAL TRUSTEE:

CAPITAL ONE, N.A.

By: _____

Name: Kacy Kent

Title: Vice President

[Priority Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 004556 FRAME: 0484

**SCHEDULE 1
to Intellectual Property
Security Agreement**

(A) Copyrights

None

(B) Copyright Licenses

None

(C) Patents

None

(D) Patent Licenses

None

(E) Trademarks

Grantor	Jurisdiction	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
Eldorado Resorts, LLC	Nevada	ELDORADO GOLD EXPRESS	TN00270957	2/28/1995
Eldorado Resorts, LLC	Federal	ELDORADO HOTEL CASINO RENO (WITHOUT DESIGN)	2263306	7/20/1999
Eldorado Resorts, LLC	Federal	ELDORADO HOTEL CASINO RENO (WITH DESIGN)	2372823	8/1/2000
Eldorado Resorts, LLC	Nevada	SAYS WHO?	TN00280344	8/28/1995
Eldorado Resorts, LLC	Nevada	THE BREW BROTHERS	TN00280041	4/11/1995
Eldorado Resorts, LLC	Nevada	TREASURES OF THE ELDORADO	SM00370033 & SM00370034	1/18/2005 & 1/18/2005
Eldorado Resorts, LLC	Nevada	THE VINTAGE	TN00170632	3/25/1982
Eldorado Resorts, LLC	Nevada	YOU'LL LOVE OUR STYLE	SM00190571	4/01/1985

Eldorado Casino Shreveport Joint Venture	Louisiana	ELDORADO RESORT CASINO SHREVEPORT AND LOGO: WITH DIAMONDS BEFORE AND AFTER THE WORD "CASINO"	58-8135	8/3/2005
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(F) Trademark Licenses

None

(G) Trade Secret Licenses

None