

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Intellectual Property

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		12/16/2013	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Circus and Eldorado Joint Venture, LLC (formerly Circus and Eldorado Joint Venture)
Street Address:	2880 Las Vegas Blvd. South
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89109
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2032577	SILVER BARON
Registration Number:	2136089	SILVER LEGACY
Registration Number:	2004955	SILVER LEGACY
Registration Number:	2004954	SILVER LEGACY
Registration Number:	2051213	SILVER LEGACY
Registration Number:	2004953	SILVER LEGACY
Registration Number:	2510740	SILVER LEGACY

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

OP \$190.00 2032577

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 049275-0054

NAME OF SUBMITTER: Rhonda DeLeon

Signature: /Rhonda DeLeon/

Date: 12/18/2013

Total Attachments: 6

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TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE (the “Release”) is given as of December 16, 2013, by WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral trustee for the benefit of the Second Lien Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “Collateral Trustee”), in favor of CIRCUS AND ELDORADO JOINT VENTURE, LLC, a Nevada limited liability company (formerly Circus and Eldorado Joint Venture, the “Grantor”).

WHEREAS, the Grantor entered into that certain Indenture, dated as of November 16, 2012 (as amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “Indenture”), by and among the Grantor and Silver Legacy Capital Corp., a Nevada corporation (“Capital” and, together with the Grantor, the “Issuers”), and The Bank of New York Mellon Trust Company, N.A., as trustee (in such capacity and together with its successors and assigns, the “Trustee”);

WHEREAS, subject to the terms and conditions of the Indenture, the Grantor entered into that certain Collateral Trust and Intercreditor Agreement, dated as of November 16, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”), by and among the Grantor, the other grantors from time to time party thereto, the Administrative Agent, the Exchange Mortgage Notes Trustee, each other Secured Debt Representative (each, as defined therein) from time to time party thereto, the Collateral Trustee and each other person that became a party thereto pursuant to the terms thereof;

WHEREAS, the Issuers executed and delivered that certain Second Lien Security Agreement, dated as of November 16, 2012, in favor of the Collateral Trustee for the benefit of the Second Lien Secured Parties (as amended, supplemented, or otherwise modified from time to time, the “Security Agreement”). Capitalized terms used herein without definition shall have the meaning given to them in the Security Agreement and, if not defined therein, shall have the meanings given in the Collateral Trust Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor granted a security interest in certain Intellectual Property of the Grantors to the Collateral Trustee pursuant to that certain Second Lien Intellectual Property Security Agreement, dated as of November 16, 2012, in favor of the Collateral Trustee for the benefit of the Second Lien Secured Parties (as amended, supplemented, or otherwise modified from time to time, the “Intellectual Property Security Agreement”).

WHEREAS, the Grantor and the Collateral Trustee desire that the Collateral Trustee terminate and release its security interest in the Intellectual Property listed on Schedule 1 (the “Intellectual Property Collateral”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Collateral Trustee hereby, on behalf of itself, the Trustee and the other Second Lien Secured Parties, without representation or warranty, terminates, discharges and releases its continuing security interest and lien in all right, title and interest in the Intellectual Property Collateral, and reassigns any and all interest that it may have therein to the Grantor.

The Collateral Trustee hereby authorizes the Grantor or the Grantor's authorized representative to (i) record this Release with the United States Patent and Trademark Office and the United States Copyright Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to memorialize the release of any security interest of the Collateral Trustee in the Intellectual Property.


The Collateral Trustee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Grantor's expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the security interest in the Intellectual Property contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Trustee has caused this TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY to be executed and delivered as of the date first above written.

COLLATERAL TRUSTEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Andrew Nyquist
Title: **Vice President**

**SCHEDULE 1
TO TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

(A) Copyrights

Grantor	Jurisdiction	Title of Work	Registration Number (if any)	Registration Date (if any)
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$5 Commemorative Rodeo Gaming Chip #1	VA 1-095-435	08/12/99
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$5 Commemorative Rodeo Gaming Chip #2	VA 1-008-647	08/12/99
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$500 Gaming Chip	VA 1-095-434	08/12/99
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$10 Gaming Token (metal only)	VA 876-825	09/09/97
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$5 Gaming Token #1 (with color picture)	VA 788-995	09/09/97
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$5 Gaming Token #2 (metal only)	VA 876-824	09/09/97
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$100 Gaming Token (with color picture)	VA 788-996	09/09/97
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$25 Gaming Token (with color picture)	VA 788-997	09/09/97
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$1 Gaming Token #1 (with color picture)	VA 788-998	09/09/97
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$1 Gaming Token #2 (with color picture)	VA 788-999	09/09/97
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$1 Gaming	VA 876-823	09/09/97

Grantor	Jurisdiction	Title of Work	Registration Number (if any)	Registration Date (if any)
		Token #3 (metal only)		
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$25 gaming chip	VA 912-656	09/18/97
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$100 gaming chip	VA 912-657	09/18/97
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$1 gaming chip	VA 912-658	09/18/97
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$5 gaming chip	VA 912-659	09/18/97
Circus and Eldorado Joint Venture, LLC	United States	Silver Legacy \$500 gaming chip	VA 912-660	09/18/97

(B) Copyright Licenses

Grantor	Description of Copyright License	Registration Number (if any) of underlying Copyright	Name of Licensor
Circus and Eldorado Joint Venture, LLC	Right to use Eldorado Casino Management System, including all executable software	N/A	Eldorado Resorts LLC

(C) Patents

Grantor	Jurisdiction	Title of Patent	Patent Number/(Application Number)	Issue Date/(Filing Date)
None.				

(D) Patent Licenses

Grantor	Description of Patent License	Patent Number of underlying Patent	Name of Licensor
Circus and Eldorado Joint Venture, LLC	Computer firmware components and equipment related to the Eldorado Casino Management System	N/A	Eldorado Resorts LLC

(E) Trademarks

Grantor	Jurisdiction	Trademark	Registration Number/(Serial Number)	Registration Date/(Filing Date)
Circus and Eldorado Joint Venture, LLC	Nevada	Silver Legacy	E0404132012-1	08/02/12
Circus and Eldorado Joint Venture, LLC	Nevada	Biggest Little Tailgate Party	E0042582009-1	01/23/09
Circus and Eldorado Joint Venture, LLC	Federal	Silver Baron	Registration No.: 2032577 Serial No.: 74539408	01/21/97
Circus and Eldorado Joint Venture, LLC	Federal	Silver Legacy	Registration No.: 2136089 Serial No.: 74584332	02/10/98
Circus and Eldorado Joint Venture, LLC	Federal	Silver Legacy	Registration No.: 2004955 Serial No.: 74584331	10/01/96
Circus and Eldorado Joint Venture, LLC	Federal	Silver Legacy	Registration No.: 2004954 Serial No.: 74584330	10/01/96
Circus and Eldorado Joint Venture, LLC	Federal	Silver Legacy	Registration No.: 2051213 Serial No.: 74584329	04/08/97
Circus and Eldorado Joint Venture, LLC	Federal	Silver Legacy	Registration No.: 2004953 Serial No.: 74584328	10/01/96
Circus and Eldorado Joint Venture, LLC	Federal	Silver Legacy	Registration No.: 2510740 Serial No.: 74584327	11/20/01

(F) Trademark Licenses

None.

(G) Trade Secret Licenses

None