

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|----------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Termination and Release of First Lien Security Interest in Intellectual Property | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wells Fargo Bank, National Association | | 12/18/2013 | 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: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 650 Town Center Drive, Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |

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| ATTORNEY DOCKET NUMBER: | 049275-0054 |
| NAME OF SUBMITTER: | Rhonda DeLeon |
| Signature: | /Rhonda DeLeon/ |
| Date: | 12/18/2013 |
| Total Attachments: 6 source=8 - First Lien IP Release#page1.tif source=8 - First Lien IP Release#page2.tif source=8 - First Lien IP Release#page3.tif source=8 - First Lien IP Release#page4.tif source=8 - First Lien IP Release#page5.tif source=8 - First Lien IP Release#page6.tif | |

TERMINATION AND RELEASE OF FIRST 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 First 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 Credit Agreement, dated as of November 16, 2012 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, each lender from time to time party thereto, Wells Fargo Bank, National Association, as Administrative Agent, and the other parties thereto;

WHEREAS, subject to the terms and conditions of the Credit Agreement, 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 Grantor and Silver Legacy Capital Corp., a Nevada corporation, executed and delivered that certain First Lien Security Agreement, dated as of November 16, 2012, in favor of the Collateral Trustee for the benefit of the First 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 First Lien Intellectual Property Security Agreement, dated as of November 16, 2012 and recorded with the U.S. Patent and Trademark Office on December 14, 2012 at Reel/Frame No. 4919/0542 and with the U.S. Copyright Office on December 14, 2012, in favor of the Collateral Trustee for the benefit of the First 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 Administrative Agent and the other First 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 FIRST 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 W. Jensen
Title: Vice President

**SCHEDULE 1
TO TERMINATION AND RELEASE OF FIRST 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