

02-20-2004

2/19/04

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102675466

ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): U.S. Bank National Association, as Collateral Agent
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State
[X] Other national banking association
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: GNLV, Corp.
Internal Address:
Street Address: 129 East Fremont
City: Las Vegas State: CA Zip: 89101
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State Nevada
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [X] Yes [] No

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[X] Other Partial Release of Security Interest
Execution Date: 1/23/04

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See attached

B. Trademark Registration No.(s) See attached

Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Josh S. Ridout, Esq.
Internal Address:
Paul, Hastings, Janofsky & Walker LLP
Street Address: 515 South Flower Street
25th Floor
City: Los Angeles State: CA Zip: 90071-2228

6. Total number of applications and registrations involved: 27
7. Total fee (37 CFR 3.41) \$ 690.00
[X] Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 16-0752

DO NOT USE THIS SPACE

9. Signature.
Josh S. Ridout
Name of Person Signing
Signature
Date 2/18/04

02/20/2004 LMULLER 00000022 1082078

Total number of pages including cover sheet, attachments, and document: 9

01 FC:8521
02 FC:8522

40.00
650.00

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002915 FRAME: 0882

Attachment to Trademark Recordation Cover Sheet

ADDITIONAL RECEIVING PARTIES

GNL, Corp. (Nevada corporation)
2300 South Casino Drive
Laughlin, NV 89028-71111

Golden Nugget Experience, LLC (Nevada limited liability company)
129 East Fremont St.
Las Vegas, NV 89101

REGISTERED TRADEMARKS

Trademark	Registration No.
GOLDEN NUGGET	1,082,078
GOLDEN NUGGET	1,082,044
GOLDEN NUGGET	1,142,119
GOLDEN NUGGET	1,196,198
GOLDEN NUGGET	1,214,357
GOLDEN NUGGET (Stylized Letters)	2,682,862
GOLDEN NUGGET (Stylized Letters)	2,760,853
GOLDEN NUGGET <i>and Design</i>	1,199,956
GOLDEN NUGGET <i>and Design</i>	1,203,988
GOLDEN NUGGET <i>and Design</i>	1,554,155
GOLDEN NUGGET <i>and Design</i>	2,240,084
FLAMING 777	1,864,407

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is entered into with reference to the Trademark Security Interest Assignment, as amended, supplemented or otherwise modified (the "Assignment"), dated as of February 13, 2002 by MGM MIRAGE, a Delaware corporation formerly known as MGM Grand, Inc. ("Company"), each of the other persons listed on the signature pages thereof, including without limitation GNLV, CORP., a Nevada corporation ("GNLV"), GNL, CORP., a Nevada corporation ("GNL"), GOLDEN NUGGET EXPERIENCE, LLC, a Nevada limited liability company ("GNELLC"), and each additional person which has become a party thereto by the execution and delivery of a Joinder thereto (the Company, each such person so listed and each such person executing and delivering such Joinder, collectively, the "Grantors" and each, individually, a "Grantor"), in favor of the Collateral Agent under the Intercreditor Agreement (as defined below) for the benefit of each of the Creditor Representatives and Creditors named therein, collectively, as Secured Party, and duly recorded on May 2, 2002, at Trademark Reel 002497, Frame 0302, as well as Trademark Reel 002492, Frame 0613 in the United States Patent and Trademark Office, and pursuant to which the Grantors assigned and granted to Collateral Agent a security interest in and to all of Grantors' right, title and interest in and to certain trademarks and trademark applications, including without limitation those trademarks specifically listed on Schedule A attached hereto (the "Released Marks"); with reference to the following facts:

RECITALS

A. Pursuant to the Credit Documents (as defined in the Intercreditor Agreement referred to below), each of the Grantors have incurred indebtedness for borrowed money or have guaranteed such indebtedness incurred by the Company or its Restricted Subsidiaries (as defined in the Intercreditor Agreement referred to below).

B. The Company, Mirage Resorts Incorporated, a Nevada corporation and certain subsidiaries thereof have entered into a Collateral Agent and Intercreditor Agreement dated as of February 13, 2002 with U.S. Bank National Association, as Collateral Agent, and each of the Creditor Representatives named therein (as may be amended, modified, supplemented or otherwise modified from time to time, the "Intercreditor Agreement").

C. Each Grantor was required to enter into the Assignment pursuant to the provisions of the Intercreditor Agreement and as a condition to the continued availability of the credit facilities under the Credit Documents.

D. The Company proposes to sell the stock of GNLV and GNL together with certain assets of other Grantors which are related to the operations, or used or held for use in the business, of GNLV, GNL or GNELLC.

E. Pursuant to the Release of Guarantors and Release of Security of even date herewith (the "Master Release"), the Collateral Agent for itself and on behalf of the Creditor Representatives (as defined in the Master Release) has, among other things, released the security interest of the Secured Party (as defined in the Security Agreement, as amended, supplemented or otherwise modified, dated as of

February 13, 2002, made by the Company and certain of its subsidiaries in favor of the Collateral Agent) in the assets of GNLV, GNL and GNELLC including certain trademarks.

F. In furtherance of the terms of the Master Release, Collateral Agent for itself and on behalf of the Creditor Representatives wishes to release, retransfer and reassign to GNLV, GNL, GNELLC or such other Grantor, without representation or warranty, all of the Secured Party's right, title and interest in and to the Released Marks and the goodwill associated therewith.

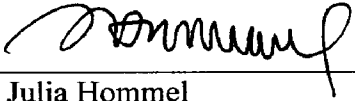
AGREEMENT

Collateral Agent for itself and on behalf of the Creditor Representatives hereby releases, retransfers and reassigns to each Grantor, as applicable, without representation or warranty of any kind, express or implied, all of Secured Party's right, title and interest in and to the Released Marks and the goodwill associated therewith. Collateral Agent's execution or delivery of this instrument does not constitute a waiver or release of any indebtedness or other obligation on the part of any Grantor other than GNLV, GNL and GNELLC. The Assignment will continue in full force and effect as to all trademarks other than the Released Marks. Sections 8, 10 and 11 of the Master Release are hereby incorporated by reference.

IN WITNESS WHEREOF, Collateral Agent has executed this Release as of

JANUARY 23, 2004.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Julia Hommel
Assistant Vice President

Schedule A

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
GOLDEN NUGGET	United States	1,082,078 (73/113,493)	1/10/1978 (1/24/1977)
GOLDEN NUGGET	United States	1,082,044 (73/113,492)	1/10/1978 (1/24/1977)
GOLDEN NUGGET	United States	1,142,119 (73/184,026)	12/2/1980 (8/30/1978)
GOLDEN NUGGET	United States	1,196,198 (73/227,853)	5/25/1982 (8/17/1979)
GOLDEN NUGGET	United States	1,214,357 (73/347,549)	10/26/1982 (1/28/1982)
GOLDEN NUGGET (Stylized Letters)	United States	2,682,862 (76/332,581)	2/4/2003 (10/31/2001)
GOLDEN NUGGET (Stylized Letters)	United States	(76/328,989)	(10/22/2001)
GOLDEN NUGGET (Stylized Letters)	United States	(76/332,583)	(10/31/2001)
GOLDEN NUGGET (Stylized Letters)	United States	2,760,853 (76/332,582)	9/9/03 (10/31/2001)
GOLDEN NUGGET (Stylized Letters)	United States	(76/332,580)	(10/31/2001)
GOLDEN NUGGET (Stylized Letters)	United States	(76/332,579)	(10/31/2001)
GOLDEN NUGGET (Stylized Letters)	United States	(76/348,789)	(12/14/2001)
GOLDEN NUGGET (Stylized Letters)	United States	(76/329,099)	(10/22/2001)
GOLDEN NUGGET (Stylized Letters)	United States	(76/329,086)	(10/22/2001)
GOLDEN NUGGET <i>and Design</i>	United States	1,199,956 (73/268,240)	6/29/1982 (6/30/1980)
GOLDEN NUGGET <i>and Design</i>	United States	1,203,988 (73/268,239)	8/3/1982 (6/30/1980)
GOLDEN NUGGET <i>and Design</i>	United States	1,554,155 (73/768,955)	8/29/1989 (12/12/1988)
GOLDEN NUGGET <i>and Design</i>	United States	2,240,084 (75/141,008)	4/20/1999 (7/25/1996)
24 KARAT CLUB	United States	(75/493,206)	(5/29/1998)
GOLDEN NUGGET LAS VEGAS PLAYERS CLUB <i>and Design</i>	United States	(76/382,324)	(3/13/2002)
FLAMING 777	United States	1,864,407 (74-382,867)	11/22/1994 (4/21/1993)

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
GN and Design	United States	(76-332,578)	(10/31/2001)
GN and Design	United States	(76-328,990)	(10/22/2001)
GN and Design	United States	(76-348,790)	(12/14/2001)
LILLIE LANGTRY'S	United States	1,164,118 (73-126,956)	8/4/1981 (5/16/1977)
ZAX and Design	United States	(76-346,887)	(12/7/2001)
MARCH FEVER	United States	(76/537,167)	(8/4/2003)
LILLIE LANGTRY'S	California	37075	6/29/1990
GOLDEN NUGGET	New Jersey	15,242	6/1/1998
GOLDEN NUGGET	New Jersey	9125	1/30/1990
LILLIE LANGTRY'S	New Jersey	15,243	6/1/1998
24 KARAT CLUB	Nevada	31,099	7/6/1998
FAST BUCK	Nevada	23,314	10/19/1999
GOLDEN NUGGET GRAND PRIX OF SLOTS	Nevada	20,702	3/19/1987
GOLDEN NUGGET REEL OF FORTUNE	Nevada	21,546	2/9/1988
GOLDEN NUGGET THE SPORTS BOOK	Nevada	21,283	9/2/1987
GRAND PRIX OF SLOTS	Nevada	20,703	3/19/1987
LILLIE LANGTRY'S and Design	Nevada	14,557	5/18/1977
NEPTUNE'S TREASURE	Nevada	23,312	10/19/1990
NICKELODEON	Nevada	22,430	3/1/1989
PLAY IT SAFE	Nevada	24,265	2/21/1991
QUARTERS JUBILEE and Design	Nevada	31,527	12/17/1998
REEL OF FORTUNE	Nevada	21,547	2/9/1988
RIDIN' THE RIVER	Nevada	35,582	6/5/2003
STEFANO'S (stylized letters)	Nevada	21,123	5/29/1987
SUPER FAST BUCK	Nevada	24,237	2/5/1991
THE SPORTS BOOK	Nevada	21,284	9/2/1987
ZODIAC REELS OF FORTUNE	Nevada	22,727	6/13/1989
THE FUNNY BONE COMEDY SHOWCASE	Nevada	35,777	8/28/2003
LILLIE LANGTRY'S	New York	S17018	4/9/1990

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)
GOLDEN NUGGET	Australia	A360,192 (A360,192)	9/27/1984 (5/13/1981)
GOLDEN NUGGET	Australia	A399,989 (A399,989)	5/22/1986 (5/13/1981)
GOLDEN NUGGET	Australia	A399,990 (A399,990)	5/22/1986 (5/13/1981)
GOLDEN NUGGET	Benelux	551,352 (823,335)	3/8/1994
GOLDEN NUGGET and Design	Benelux	551,633 (824,465)	3/25/1994
GOLDEN NUGGET	Canada	TMA498,858 (813,563)	8/18/1998 (5/29/1996)
GOLDEN NUGGET	European Community	000389122 (000389122)	11/26/1998 (10/16/1996)
GOLDEN NUGGET and Design	European Community	000378745 (000378745)	11/26/1998 (10/16/1996)
GOLDEN NUGGET	Mexico	555,270 (298,514)	7/31/1997 (6/17/1997)
GOLDEN NUGGET and Design	Mexico	554,031 (298,513)	7/29/1997 (6/17/1997)
GOLDEN NUGGET and Design	Mexico	555,271 (298,516)	7/31/1997 (6/17/1997)