

07-29-2002
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Form PTO-1594 (Rev. 03/01) R
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

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):
RIVIERA HOLDINGS CORPORATION
RIVIERA OPERATING CORPORATION
RIVIERA BLACKHAWK, INC.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: THE BANK OF NEW YORK
Internal
Address: CORPORATE TRUST ADMINISTRATION
Street Address: 5 PENN PLAZA-13th FLOOR
City: NEW YORK State: NY Zip: 10001
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other BANKING CORPORATION
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? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: JUNE 26, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
SEE ATTACHED SHEETS FOR COMPLETE LIST
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
SEE ATTACHED SHEETS FOR COMPLETE LIST
Additional number(s) attached Yes No

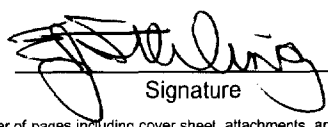
5. Name and address of party to whom correspondence concerning document should be mailed:
Name: LIZ STERLING
Internal Address: LATHAM & WATKINS
TBIAZ1 00000082 2237993
40.00 OP
425.00 OP
Street Address: 633 WEST 5TH STREET
SUITE 4000
City: LOS ANGELES State: CA Zip: 90071

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41) \$ 465.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
LIZ STERLING
Name of Person Signing

Signature
7/16/02
Date
Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK
REEL: 002550 FRAME: 0720

07/26/2002
01 FC:481
02 FC:482

SCHEDULE 1
TO COLLATERAL ASSIGNMENT OF TRADEMARKS

U.S. Federal Trademark Applications/Registrations

<u>Mark</u>	<u>Registration (R) or Serial No. (S)</u>	<u>Registration or Filing Date</u>	<u>Owner/Applicant</u>
\$40 for \$20	(R)2,237,993	4/13/99	Riviera Operating Corporation
Jack Pots	(R)2,404,697	11/14/00	Riviera Operating Corporation
Jack Pots	(S)75,567,372	10/8/98 Pending – Intent to use	Riviera Operating Corporation
Jack Pots	(R)2,527,890	1/8/02	Riviera Operating Corporation
Loosie Slots	(R)2,392,131	10/3/00	Riviera Operating Corporation
Loosie Slots	(R)2,547,701	3/12/02	Riviera Operating Corporation
Loosie Slots	(R)2,527,889	1/8/02	Riviera Operating Corporation
Nickel Heaven	(R)2,249,207	6/1/99	Riviera Operating Corporation
Riviera	(R)2,297,193	12/7/99	Riviera Operating Corporation
Riviera	(R)2,090,347	8/26/97	Riviera Operating Corporation
Riviera (logo)	(R)2,389,433	9/26/00	Riviera Operating Corporation

<u>Mark</u>	<u>Registration (R) or Serial No. (S)</u>	<u>Registration or Filing Date</u>	<u>Owner/Applicant</u>
Splash	(R)1,964,935	4/2/96	Riviera Operating Corporation
Splash (stylized)	(R)2,247,039	5/25/99	Riviera Operating Corporation
The Entertainment Center of Las Vegas	(R)2,190,249	9/22/98	Riviera Operating Corporation
The Star of Las Vegas	(R)1,588,239	3/20/90	Owner at Publication – Riviera, Inc. Post Registration Owner – Riviera Holdings Corporation
Gambler's Spree	(R)1,579,483	1/23/90	Owner at Publication – Riviera, Inc. Post Registration Owner – Riviera Holdings Corporation
Pull for the Gold	(R)1,575,681	1/2/90	Owner at Publication – Riviera, Inc. Post Registration Owner – Riviera Holdings Corporation
Where Vegas Meets the Rockies	(R)2,422,235	1/16/01	Riviera Black Hawk, Inc.

COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AGREEMENT, dated as of June 26, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Agreement**"), is made by RIVIERA HOLDINGS CORPORATION, a Nevada corporation ("**RHC**"), RIVIERA OPERATING CORPORATION, a Nevada corporation ("**ROC**"), and RIVIERA BLACK HAWK, INC., a Colorado corporation ("**RBH**"), in favor of THE BANK OF NEW YORK, as trustee (in such capacity, together with its successors and assigns, the "**Trustee**") pursuant to the Indenture referred to below, on behalf of the Holders (as defined below).

RECITALS

A. RHC, ROC, RIVIERA GAMING MANAGEMENT, INC., a Nevada corporation ("**RGM**"), RIVIERA GAMING MANAGEMENT OF COLORADO, INC., a Colorado corporation ("**RGMC**"), RBH ("**RBH**" together with ROC, RGM and RGMC, the "**Guarantors**"), and Trustee are, contemporaneously with the execution and delivery of this Agreement, entering into that certain Indenture dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "**Indenture**"), pursuant to which RHC shall issue its 11% Senior Secured Notes due 2010 (such Notes, together with any notes issued in replacement thereof or in exchange therefor, the "**Securities**"), in the original aggregate principal amount of \$215,000,000.

B. Pursuant to the terms of the Security Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used and not otherwise defined herein have the meanings given in the Security Agreement), between the RHC and the Guarantors (individually referred to as "**Security Grantor**" and collectively referred to as "**Security Grantors**") and the Trustee (in such capacity, "**Grantee**"), each Security Grantor has assigned and granted to Grantee for Grantee's benefit and the ratable benefit of the holders from time to time of the Securities (the "**Holder**"), a security interest in substantially all the assets of such Security Grantor, including without limitation all right, title and interest of such Security Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by such Security Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Obligations.

C. RHC, ROC and RBH (individually referred to herein as "**Grantor**" and collectively referred to as "**Grantors**") owns the Trademarks, Trademark registrations and Trademark applications, and is a party to the Trademark Licenses, listed for such Grantor on **Schedule 1** annexed hereto.

AGREEMENT

Each Grantor and Grantee agree as follows:

SECTION 1. Assignment.

Each Grantor hereby assigns and conveys to Grantee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a continuing security interest in all of such Grantor's its right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

(a) all registered and unregistered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, slogans and other source or business identifiers, and the related goodwill throughout the world and general intangibles associated therewith, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, including without limitation those set forth on **Schedule 1** hereto, and all renewals thereof;

(b) any and all agreements, written or oral, providing for the grant by or to such Grantor of any right to use any Trademark, including without limitation, those set forth on **Schedule 1** hereto, but excluding any such agreement that prohibits the granting of a security interest therein, provided that such Grantor shall use its best efforts to obtain consent to the assignment of any such agreement; and

(c) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark registration including without limitation the Trademarks and Trademark registrations referred to in **Schedule 1** hereto, the Trademark registrations issued with respect to the trademark applications referred to in **Schedule 1** hereto, and the Trademarks licensed under each Trademark License referred to in **Schedule 1** hereto (subject to the terms of such Trademark License), or (ii) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

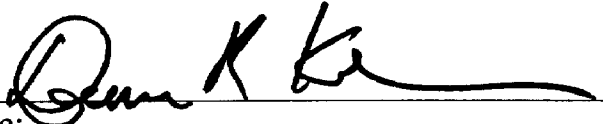
SECTION 2. Continuing Security Interest and Other Rights. Grantee hereby accepts and receives a continuing security interest in all of each Grantor's right, title and interest in and to the Trademark Collateral. The rights assigned and conveyed hereby shall include, but shall not be limited to, all rights to use, copy, modify and exploit Trademark Collateral; the right to exclude others from using Trademark Collateral; the right to license, assign, convey, and pledge Trademark Collateral to others; the right to sue others and to collect damages for past, present and future infringements of Trademark Collateral; the right to create derivatives of Trademark Collateral and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect trademark rights in Trademark Collateral.

SECTION 3. Security Agreement. This assignment and grant of security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement.

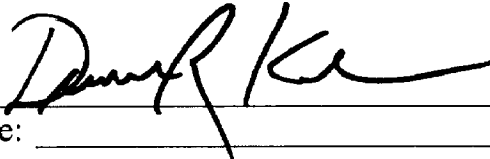
Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the assignment and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Collateral Assignment of Trademark to be duly executed as of the ___ day of ___, 2002.


RIVIERA HOLDINGS CORPORATION, a
Nevada corporation

By: 
Name: _____
Title: _____

RIVIERA OPERATING CORPORATION, a
Nevada corporation

By: 
Name: _____
Title: _____

RIVIERA BLACK HAWK, INC., a Colorado
corporation

By: 
Name: _____
Title: _____

THE BANK OF NEW YORK, as trustee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Collateral Assignment of Trademark to be duly executed as of the ___ day of ___, 2002.

RIVIERA HOLDINGS CORPORATION, a
Nevada corporation

By: _____
Name: _____
Title: _____

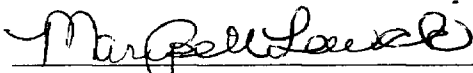
RIVIERA OPERATING CORPORATION, a
Nevada corporation

By: _____
Name: _____
Title: _____

RIVIERA BLACK HAWK, INC., a Colorado
corporation

By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK, as trustee

By: 
Name: MaryBeth Lewicki
Title: Vice President

[Signature Page to Collateral Assignment of Trademarks]