

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America		06/18/2008	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust Company
<b>Street Address:</b>	Rodney Square North
<b>Internal Address:</b>	1100 North Market Street
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19890
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Registration Number:	2124253	RAIL CITY
Registration Number:	2124254	RAIL CITY
Registration Number:	2126132	RAIL CITY
Registration Number:	1874879	BUFFALO BILL'S RESORT & CASINO
Registration Number:	3270691	BUFFALO BILL'S RESORT & CASINO
Registration Number:	2003237	BUFFALO BILL'S RESORT CASINO
Registration Number:	2015414	BUFFALO BILL'S RESORT CASINO
Registration Number:	1980864	BUFFALO W BILL'S W RESORT-CASINO
Registration Number:	2006265	DESPERADO
Registration Number:	2035222	PRIMADONNA RV VILLAGE
Registration Number:	2930995	PRIMM CENTER
Registration Number:	3177732	PRIMM REWARDS PLAYERS CLUB
		PRIMM VALLEY CASINO RESORTS BUFFALO BILL'S PRIMM

**TRADEMARK**

**CH \$965.00 2124253**

Serial Number:	76572212	VALLEY WHISKEY PETE'S
Serial Number:	76572213	PRIMM VALLEY CASINO RESORTS BUFFALO BILL'S PRIMM VALLEY WHISKEY PETE'S
Registration Number:	2930997	PRIMM VALLEY LOTTO STORE
Registration Number:	2930996	PRIMM VALLEY LOTTO STORE
Registration Number:	2550123	PRIMM VALLEY RESORT & CASINO
Registration Number:	2578383	PRIMM VALLEY RESORT & CASINO
Registration Number:	2591370	PRIMM VALLEY RESORT & CASINO
Registration Number:	2582010	PRIMM VALLEY RESORT & CASINO
Registration Number:	2585159	PRIMM VALLEY RESORT & CASINO
Registration Number:	2550122	PRIMM VALLEY RESORT & CASINO
Registration Number:	2642418	PRIMM VALLEY RESORTS
Registration Number:	2781650	PRIMM VALLEY RESORTS
Registration Number:	2668425	PRIMM VALLEY RESORTS
Registration Number:	2662345	PRIMM VALLEY RESORTS
Registration Number:	2600924	PRIMM VALLEY RESORTS
Registration Number:	2781649	PRIMM VALLEY RESORTS
Registration Number:	2012596	STAR OF THE DESERT ARENA
Registration Number:	2883905	STAR OF THE DESERT ARENA
Registration Number:	1673710	WHISKEY PETE'S
Registration Number:	1959074	WHISKEY PETE'S
Registration Number:	2573440	WHISKEY PETE'S HOTEL & CASINO
Registration Number:	2569905	WHISKEY PETE'S HOTEL & CASINO
Registration Number:	2068679	WHISKEY PETE'S HOTEL CASINO
Registration Number:	2604325	WHISKEY PETE'S HOTEL CASINO
Registration Number:	2001633	WHISKEY PETE'S HOTEL CASINO
Registration Number:	2569904	WHISKEY PETE'S HOTEL & CASINO

**CORRESPONDENCE DATA**

Fax Number: (213)629-5063

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 213-892-4653

Email: bharris@milbank.com

Correspondent Name: Benjamin D. Harris

Address Line 1: 601 S. Figueroa St.

Address Line 2: 31st Floor

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	37753-00200
NAME OF SUBMITTER:	Benjamin D. Harris
Signature:	/Benjamin D. Harris/
Date:	08/13/2008

**Total Attachments: 12**

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## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT, dated as of June 18, 2008 (this "Assignment"), among Bank of America, N.A., as resigning Administrative Agent (the "Resigning Agent"), Wilmington Trust Company, as successor Administrative Agent (the "New Agent"), and each of the Persons listed on the signature pages hereto, as Grantors (each a "Grantor" and, collectively, the "Grantors").

### WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of January 3, 2007, among Herbst Gaming, Inc., a Nevada corporation ("Herbst"), the Lenders party thereto (the "Lenders"), Lehman Commercial Paper, Inc. and Wachovia Bank, National Association, as Syndication Agents, U.S. Bank, National Association, as Documentation Agent, and the Resigning Agent, as Administrative Agent, Swingline Lender and L/C Issuer, as amended by Amendment No. 1 to Second Amended and Restated Credit Agreement, dated as of August 14, 2007, and as further amended by Amendment No. 2 to Second Amended and Restated Credit Agreement, dated as of December 14, 2007 (as so amended, collectively, the "Original Credit Agreement"), the Lenders have severally agreed to make extensions of credit to Herbst upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to a Second Amended and Restated Security Agreement, dated as of January 3, 2007 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Resigning Agent, as the original Administrative Agent pursuant to which the Grantors executed and delivered the Trademark Security Agreement, dated as of January 3, 2007 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") and recorded with the Assignment Branch of the United States Patent and Trademark Office at Reel 003454, Frame 0772 on January 4, 2007 and at Reel 003521, Frame 0504 on April 12, 2007;

WHEREAS, pursuant to the Trademark Security Agreement, the Resigning Agent, as the original Administrative Agent, was granted, for the benefit of the Secured Parties, a lien on and security interest in all of the Grantors' right, title and interest in, to and under the Trademarks, as defined therein, including without limitation, those Trademarks identified in Schedule I attached hereto and thereto, together with the goodwill of the business symbolized by the Trademarks, and all proceeds of the foregoing ("Security Interest");

WHEREAS, pursuant to the Omnibus Amendment No. 3 and Appointment and Acceptance, dated as of April 24, 2008 (the "Omnibus Amendment"), among the Resigning Agent, the New Agent, the Required Lenders (as defined in the Original Credit Agreement) and Herbst, the Original Credit Agreement has been amended to reflect the appointment of the New Agent as successor Administrative Agent; and

WHEREAS, in furtherance of the New Agent's replacement of the Resigning Agent as the Administrative Agent under the Original Credit Agreement, as amended by the Omnibus Amendment (collectively, the "Credit Agreement"), the New Agent is desirous of acquiring and

the Resigning Agent is desirous of assigning all of its right, title and interest in, to and under the Trademark Security Agreement and all documents relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Resigning Agent, the New Agent and the Grantors hereby covenant and agree as follows:

1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement, the Security Agreement or the Trademark Security Agreement and used herein have the meaning given to them in the Credit Agreement, the Security Agreement or the Trademark Security Agreement, respectively.

2. Assignment of Trademark Security Agreement

The Resigning Agent, in its capacity as administrative agent, hereby assigns, transfers and conveys to New Agent all of its right, title and interest in, to and under the Trademark Security Agreement and all documents relating thereto, including specifically and without limitation any lien on or security interest in all of each Grantor's right, title and interest in, to and under all of the Trademarks, including without limitation, those Trademarks identified in Schedule I attached hereto and thereto, together with the goodwill of the business symbolized by the Trademarks, and all proceeds of the foregoing.

The New Agent hereby accepts the foregoing assignment.

This assignment is made pursuant to the Omnibus Amendment and, except as expressly set forth herein and therein, is made without recourse to the Resigning Agent and without representation or warranty by the Resigning Agent of any kind.

3. Security Agreement

The security interest granted to the Resigning Agent as the original Administrative Agent pursuant to the Trademark Security Agreement, and assigned to the New Agent as the new Administrative Agent pursuant to this Assignment, is granted and assigned in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted by the Trademark Security Agreement and assigned 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.

4. Recordation

The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States and/or any equivalent State Official to record this Assignment against the Trademarks identified on Schedule I attached hereto.

5. Counterparts

This Assignment may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

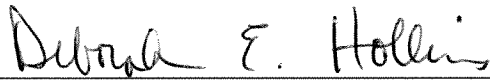
BANK OF AMERICA, N.A.,  
as Resigning Agent

By: 

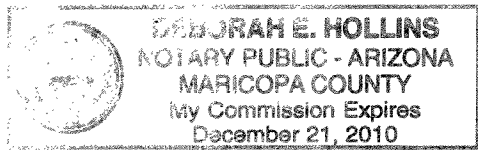
Name: David Maiorella  
Title: Senior Vice President

STATE OF Arizona )  
 ) SS.:  
COUNTY OF Maricopa )

On the 18 day of June in the year 2008 before me, the undersigned, personally appeared David Maiorella, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public

My Commission Expires: 12/21/10







HERBST GAMING, INC.,  
as Grantor

By: \_\_\_\_\_

Name: **Troy Herbst**  
Title: *Sec. / Treas.*

FLAMINGO PARADISE GAMING, LLC,  
as Grantor

By: \_\_\_\_\_

Name: **Troy Herbst**  
Title: *Manager*

MARKET GAMING, INC.,  
as Grantor

By: \_\_\_\_\_

Name: **Troy Herbst**  
Title: *Sec. / Treas.*

CARDIVAN COMPANY,  
as Grantor

By: \_\_\_\_\_

Name: **Troy Herbst**  
Title: *Sec / Treas.*

CORRAL COIN, INC.,  
as Grantor

By: \_\_\_\_\_

Name: **Troy Herbst**  
Title: *Sec / Treas.*

CORRAL COUNTRY COIN, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Troy Herbst  
Title: Sec. / Treas.

E-T-T ENTERPRISES L.L.C.,  
as Grantor

By: \_\_\_\_\_  
Name: Troy Herbst  
Title: Managr

E-T-T INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Troy Herbst  
Title: Sec. / Treas.

HGI - ST. JO, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Troy Herbst  
Title: Sec. / Treas.

HGI - LAKESIDE, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Troy Herbst  
Title: Sec. / Treas.

HGI - MARK TWAIN, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Troy Herbst  
Title: Sec. / Treas.

THE PRIMADONNA COMPANY, LLC,  
as Grantor

By: \_\_\_\_\_  
Name: Troy Herbst  
Title: Manager

THE SANDS REGENT,  
as Grantor

By: \_\_\_\_\_  
Name: Troy Herbst  
Title: Sec. / Treas.

ZANTE INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Troy Herbst  
Title: Sec. / Treas.

LAST CHANCE, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Troy Herbst  
Title: Sec. / Treas.

CALIFORNIA PROSPECTORS, LTD.,  
as Grantor

By: \_\_\_\_\_  
Name: Troy Herbst  
Title: *Managt*

PLANTATION INVESTMENTS, INC.,  
as Grantor

By: \_\_\_\_\_  
Name: Troy Herbst  
Title: *Sec. / Treas*

DAYTON GAMING, INC.,  
as Grantor

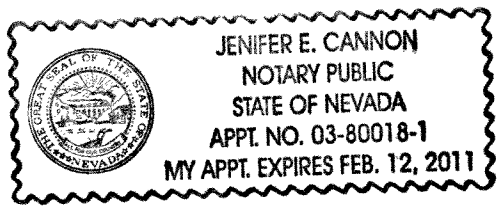
By: \_\_\_\_\_  
Name: Troy Herbst  
Title: *Sec. / Treas*

STATE OF *Nevada* )  
 ) SS.:  
COUNTY OF *Clark* )

On the 9 day of ~~June~~ <sup>July</sup> in the year 2008 before me, the undersigned, personally appeared Troy Herbst, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Jenifer E Cannon  
Notary Public

My Commission Expires: 2/12/11



SCHEDULE I  
To  
ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS

(see attached)

Trademark	Record Owner	Serial Number	Filing Date	Registration Number	Registration Date
RAIL CITY	The Sands Regent	75/055,794	2/9/1996	2,124,253	12/23/1997
RAIL CITY	The Sands Regent	75/055,795	2/9/1996	2,124,254	12/23/1997
RAIL CITY	The Sands Regent	75/055,796	2/9/1996	2,126,132	12/30/1997
BUFFALO BILL'S RESORT & CASINO	The Primadonna Company, LLC	74/437,044	9/17/1993	1,874,879	1/17/1995
BUFFALO BILL'S RESORT & CASINO	The Primadonna Company, LLC	76/258,727	5/16/2001	3,270,691	7/31/2007
BUFFALO BILL'S RESORT CASINO (and design)	The Primadonna Company, LLC	75/018,544	11/13/1995	2,003,237	9/24/1996
BUFFALO BILL'S RESORT CASINO (and design)	The Primadonna Company, LLC	75/018,542	11/13/1995	2,015,414	11/12/1996
BUFFALO BILL'S RESORT - CASINO WW (and design)	The Primadona Company, LLC	74/669,075	5/2/1995	1,980,864	6/18/1996
DESPERADO (and design)	The Primadonna Company, LLC	75/018,372	11/13/1995	2,006,265	10/08/1996
PRIMADONNA RV VILLAGE (and design)	The Primadonna Company, LLC	75/018,540	11/13/1995	2,035,222	2/4/1997
PRIMM CENTER	The Primadonna Company, LLC	78/458,109	7/28/2004	2,930,995	3/8/2005
PRIMM REWARDS PLAYERS CLUB (and design)	The Primadonna Company, LLC	78/352,704	1/15/2004	3,177,732	11/28/2006
PRIMM VALLEY CASINO RESORTS BUFFALO BILL'S PRIMM VALLEY WHISKEY PETE'S	The Primadonna Company, LLC	76/572,212	1/23/2004	N/A	N/A
PRIMM VALLEY CASINO RESORTS BUFFALO BILL'S PRIMM VALLEY WHISKEY PETE'S	The Primadonna Company, LLC	76/572,213	1/23/2004	N/A	N/A
PRIMM VALLEY LOTTO STORE	The Primadonna Company, LLC	78/458,128	7/28/2004	2,930,997	3/8/2005
PRIMM VALLEY LOTTO STORE	The Primadonna Company, LLC	78/458,119	7/28/2004	2,930,996	3/8/2005
PRIMM VALLEY RESORT & CASINO	The Primadonna Company, LLC	76/302,813	8/3/2001	2,550,123	3/19/2002
PRIMM VALLEY RESORT & CASINO	The Primadonna Company, LLC	76/293,601	8/1/2001	2,578,383	6/11/2002
PRIMM VALLEY RESORT & CASINO	The Primadonna Company, LLC	76/293,602	8/1/2001	2,591,370	7/9/2002

Trademark	Record Owner	Serial Number	Filing Date	Registration Number	Registration Date
PRIMM VALLEY RESORT & CASINO (and design)	The Primadonna Company, LLC	76/293,603	8/1/2001	2,582,010	6/18/2002
PRIMM VALLEY RESORT & CASINO (and design)	The Primadonna Company, LLC	76/293,604	8/1/2001	2,585,159	6/25/2002
PRIMM VALLEY RESORT & CASINO (and design)	The Primadonna Company, LLC	76/302,812	8/3/2001	2,550,122	3/19/2002
PRIMM VALLEY RESORTS	The Primadonna Company, LLC	76/305,179	8/23/2001	2,642,418	10/29/2002
PRIMM VALLEY RESORTS	The Primadonna Company, LLC	76/469,319	11/22/2002	2,781,650	11/11/2003
PRIMM VALLEY RESORTS	The Primadonna Company, LLC	76/305,180	8/23/2001	2,668,425	12/31/2002
PRIMM VALLEY RESORTS (and design)	The Primadonna Company, LLC	76/305,182	8/23/2001	2,662,345	12/17/2002
PRIMM VALLEY RESORTS (and design)	The Primadonna Company, LLC	76/305,181	8/23/2001	2,600,924	7/30/2002
PRIMM VALLEY RESORTS (and design)	The Primadonna Company, LLC	76/469,318	11/22/2002	2,781,649	11/11/2003
STAR OF THE DESERT ARENA	The Primadonna Company, LLC	74/613,223	12/19/1994	2,012,596	10/29/1996
STAR OF THE DESERT ARENA (and design)	The Primadonna Company, LLC	76/541,642	8/21/2003	2,883,905	9/14/2004
WHISKEY PETE'S	The Primadonna Company, LLC	74/086,921	8/13/1990	1,673,710	1/28/1992
WHISKEY PETE'S	The Primadonna Company, LLC	74/672,484	5/2/1995	1,959,074	2/27/1996
WHISKEY PETE'S HOTEL & CASINO	The Primadonna Company, LLC	76/258,725	5/16/2001	2,573,440	5/28/2002
WHISKEY PETE'S HOTEL & CASINO	The Primadonna Company, LLC	76/258,726	5/16/2001	2,569,905	5/14/2002
WHISKEY PETE'S HOTEL CASINO (and design)	The Primadonna Company, LLC	75/018,549	11/13/1995	2,068,679	6/10/1997
WHISKEY PETE'S HOTEL CASINO (and design)	The Primadonna Company, LLC	76/258,670	5/16/2001	2,604,325	8/6/2002
WHISKEY PETE'S HOTEL CASINO (and design)	The Primadonna Company, LLC	75/018,543	11/13/1995	2,001,633	9/17/1996
WHISKEY PETE'S HOTEL & CASINO (and design)	The Primadonna Company, LLC	76/258,671	5/16/2001	2,569,904	5/14/2002
THE DEPOT CASINO (Nevada)	Dayton Gaming, Inc.	N/A	N/A	NV3000011251	8/10/1998
PIONEER PETE'S	The Primadonna Company, LLC	N/A	8/12/1987	TN00210258	8/12/1997

NY3:#7446785

**RECORDED: 08/13/2008**

**TRADEMARK  
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