

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDEN NUGGET ATLANTIC CITY, LLC		05/24/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC, as collateral agent		
Street Address:	520 Madison Ave		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2092055	COMPVENIENCE	
Registration Number:	3377221	FINESTRA	
Registration Number:	1785008	IMPERIAL COURT	
Registration Number:	3617104	IT'S BETTER OUT HERE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038507-0170		
NAME OF SUBMITTER:	Kristin J. Azcona		

OP \$115.00 2092055

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**TRADEMARK
 REEL: 004556 FRAME: 0023**

Signature:	/kja/
Date:	06/07/2011
Total Attachments: 5 source=Golden Nugget - TM Security Agreement#page1.tif source=Golden Nugget - TM Security Agreement#page2.tif source=Golden Nugget - TM Security Agreement#page3.tif source=Golden Nugget - TM Security Agreement#page4.tif source=Golden Nugget - TM Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 24, 2011 is entered into by Golden Nugget Atlantic City, LLC, a New Jersey limited liability company (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and Jefferies Finance LLC, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated as of May 24, 2011, among Golden Nugget, LLC, a Delaware limited liability company, the other Grantors party thereto and the Secured Party (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Party in certain Trademark Licenses whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademark Licenses listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, including all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

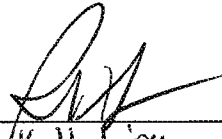
(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

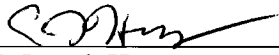
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IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

GOLDEN NUGGET ATLANTIC CITY, LLC

By: 
Name: Rick H. Lion
Title: V.P.

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: 
Name: E. Joseph Hess
Title: Managing Director

TRADEMARK SECURITY AGREEMENT

SECURED TRADEMARKS

(A) All rights pursuant to that certain Second Amended and Restated Trademark License Agreement dated July 16, 2010 by among various Trump entities, Donald J. Trump and Ivanka Trump.

(B) All rights pursuant to that certain Trademark License Agreement dated May 24, 2011 between Golden Nugget Atlantic City, LLC and GNLV, Corp.

(C) The marks listed on the tables below:

Trademark Name	Status	Reg No.	Reg. Date
Compvenience	Active	2,092,055	8/26/97
Finestra	Active	3,377,221	2/5/08
Imperial Court	Active	1,785,008	7/27/93
It's Better Out Here	Active	3,617,104	5/5/09