

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Successor Agent Agreement [for security interest at Reel/Frame No. 4518/0590]		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		08/04/2011	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, #1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3893542	BEER & BITES CLUB	
Registration Number:	3893531	BEER & BITES CLUB	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
Email:	ipdoCKET@lw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	042943-0057		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

OP \$65.00 3893542

Date:

03/20/2012

**Total Attachments: 19**

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**SUCCESSOR AGENT AGREEMENT**

This SUCCESSOR AGENT AGREEMENT, dated as of August 4, 2011 (the "Effective Date") (such agreement, as amended, supplemented and/or otherwise modified from time to time, this "Agreement"), is by and among (1) BANK OF AMERICA, N.A. ("Bank of America"), in its capacity as the existing Administrative Agent and as the existing collateral agent (other than as collateral agent with respect to the Gaming Equity Collateral, as defined below) under the Credit Agreement and the other Loan Documents (in such capacities, the "Resigning Agent"), (2) BANK OF AMERICA, in its capacity as continuing collateral agent with respect to the Gaming Equity Collateral, as more fully discussed in Section 2(b) below (in such capacity, the "Gaming Equity Collateral Agent") and (3) WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington", and Wilmington, in its capacity as the new Administrative Agent and, subject to Section 2(b) below, collateral agent under the Credit Agreement and the other Loan Documents (in such capacities, the "Successor Agent"), (4) each of GOLDEN GAMING, INC., a Nevada corporation ("Golden Gaming"), GOLDEN MARDI GRAS, INC., a Nevada corporation ("Mardi Gras"), GOLDEN PAHRUMP NUGGET, LLC, a Nevada limited liability company ("Pahrump Nugget", and Pahrump Nugget, collectively with Golden Gaming and Mardi Gras, the "Borrowers"), and (5) the Requisite Lenders.

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WHEREAS, the Borrowers are parties to that certain Third Amended and Restated Credit Agreement dated as of April 15, 2011 (as amended, supplemented or otherwise modified, the "Credit Agreement"), among the Borrowers, the Lenders parties thereto and Bank of America, as Administrative Agent and collateral agent;

WHEREAS, the Resigning Agent delivered, in accordance with Section 9.06 of the Credit Agreement, to the Lenders and the Borrowers its resignation notice on July 13, 2011;

WHEREAS, the Requisite Lenders desire to appoint Wilmington as the Successor Agent to act as the new Administrative Agent and, subject to Section 2(b) below, collateral agent under the Loan Documents, and such appointment shall become effective as of the Effective Date, upon the execution of this Agreement by Wilmington, Bank of America and the Requisite Lenders, in accordance with Section 9.06 of the Credit Agreement.

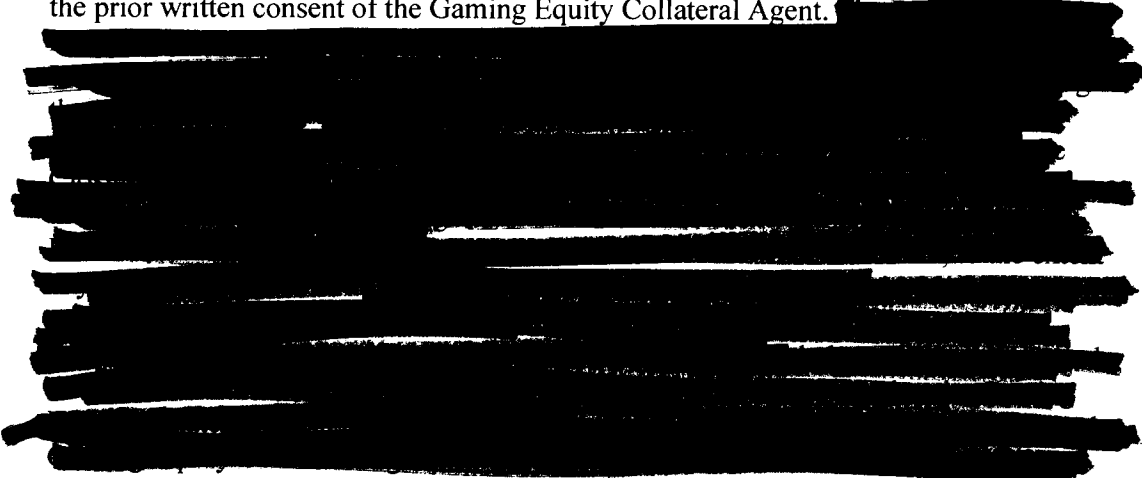
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Credit Agreement.
2. Resignation and Appointment of Administrative Agent; Collateral Agent for Gaming Equity Collateral.

(a) The Requisite Lenders acknowledge the resignation of the Resigning Agent and hereby appoint, pursuant to Section 9.06 of the Credit Agreement, effective as

of the Effective Date, Wilmington to act as the Administrative Agent and collateral agent under the Credit Agreement and the other Loan Documents (other than collateral agent with respect to the Gaming Equity Collateral for the period from the Effective Date and until the issuance of the Required Gaming Approval (as defined below), all as set forth in clause (b) below), which Administrative Agent and/or collateral agent may be referred to as the "Secured Party" or "Beneficiary", as the case may be, under the Collateral Documents. Wilmington hereby accepts such appointment. The Borrowers hereby acknowledge that, as contemplated by Section 9.06 of the Credit Agreement, they have been consulted regarding, and hereby agree to, such appointment.

(b) The Requisite Lenders, the Borrowers and the Successor Agent hereby acknowledge that, notwithstanding any provision herein to the contrary, Bank of America shall continue to act as collateral agent under the Loan Documents solely with respect to the Gaming Equity Collateral for the limited period and for the limited purpose described in this Section 2(b). Upon the issuance of the Required Gaming Approval (as defined below), (i) the duties and responsibilities of Bank of America as the Gaming Equity Collateral Agent shall automatically terminate, and Bank of America shall have no further obligations under the Loan Documents or this Agreement and (ii) the Successor Agent shall succeed to and shall assume the role of collateral agent with respect to the Gaming Equity Collateral, in each case automatically and without the necessity of notice or any other action by any party. By executing below, the Borrowers agree to diligently pursue the granting of the Required Gaming Approval, to keep the Gaming Equity Collateral Agent apprised of the status thereof and to forward a copy of such Gaming Approval to the Gaming Equity Collateral Agent upon its issuance. The sole duty of the Gaming Equity Collateral Agent hereunder will be to enforce the Liens on the Gaming Equity Collateral upon receiving written instruction to such effect from the Requisite Lenders. For the avoidance of doubt, the parties hereto (i) acknowledge and agree that the Gaming Equity Collateral Agent (during the time it serves as the Gaming Equity Collateral Agent and at any time thereafter) shall be entitled to the benefits of all provisions of Article IX and Section 10.04 of the Credit Agreement as in effect on the date hereof in respect of any actions taken or omitted to be taken by it while acting as the Gaming Equity Collateral Agent and (ii) agree that provisions of Article X and Section 10.04 shall not be amended, modified or changed in any manner that could have an adverse effect on Bank of America acting as the Gaming Equity Collateral Agent without the prior written consent of the Gaming Equity Collateral Agent.



[REDACTED]

For purposes of this Agreement, "Gaming Equity Collateral" means Collateral under the Pledge Agreement consisting of pledges of the equity of entities that hold gaming licenses under applicable Gaming Laws and with respect to which Gaming Approval is required in Nevada (the "Required Gaming Approval") in connection with the assumption by the Successor Agent of the role of holder of such Collateral.

3. Rights, Duties and Obligations. As of the Effective Date and in each case subject to Section 2(b) hereof, Wilmington succeeds and is hereby vested with all the rights, powers, privileges and duties of the Resigning Agent, as described in the Loan Documents, and the Successor Agent assumes from and after the Effective Date the obligations, responsibilities and duties of the Resigning Agent, in accordance with the terms of the Loan Documents. The Successor Agent shall bear no responsibility (and shall have no responsibility to any Person) for any actions taken or omitted to be taken by the Resigning Agent or the Gaming Equity Collateral Agent while it served as Administrative Agent, collateral agent or Gaming Equity Collateral Agent under the Credit Agreement and the other Loan Documents. For the avoidance of doubt, the parties hereto (i) acknowledge and agree that each of the Resigning Agent, its sub-agents, co-agents and their respective Related Parties shall continue, upon the Resigning Agent's resignation as the Administrative Agent on the Effective Date, to be entitled to the benefits of all provisions of Article IX and Section 10.04 of the Credit Agreement as in effect on the date hereof in respect of any actions taken or omitted to be taken by any of them while the Resigning Agent was acting as the Administrative Agent and (ii) agree that provisions of Article X and Section 10.04 shall not be amended, modified or changed in any manner that could have an adverse effect on the Resigning Agent, its sub-agents, co-agents and their respective Related Parties without the prior written consent of the Resigning Agent. In the event of any default by the Borrowers in paying any fees, costs and expenses incurred by the Resigning Agent or the Gaming Equity Collateral Agent in accordance with Section 10.04 of the Credit Agreement, the Successor Agent shall be entitled to offset such fees, costs and expenses due Bank of America from any amounts in the Successor Agent's possession and pay over such amounts to Bank of America.

4. Representations and Warranties of Resigning Agent. The Resigning Agent hereby makes the following representations and warranties to Wilmington as of the date hereof:

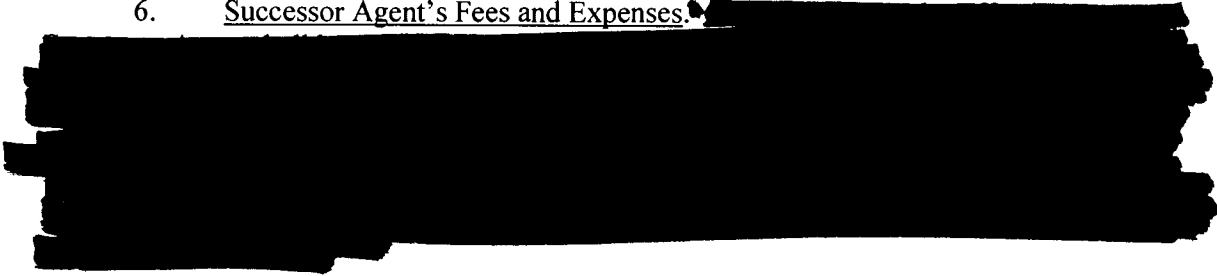
(a) Loan Status and Current Lenders. Attached hereto as Schedule I is a true and correct schedule of the Lenders, which schedule sets out the total outstanding principal amount of, and accrued cash interest on, the Loans as of the Effective Date.

(b) Loan Documents. Schedule II is a list of copies of all Loan Documents that the Resigning Agent is a party to delivered to the Successor Agent as of the Effective Date.

(c) Possessory Collateral. As of the Effective Date, the Resigning Agent holds no possessory Collateral, including any stock certificates or promissory notes.

5. Covenants of Resigning Agent. The Resigning Agent covenants and agrees that it will: (a) execute all documents (including documents that are reasonably necessary to transfer, as of record, the mortgages, financing statements, control agreements and other security interests under the Collateral Documents) as may be reasonably requested by Borrowers and/or the Successor Agent to transfer the rights and privileges of the Resigning Agent under the Loan Documents to the Successor Agent, and (b) take all actions reasonably requested by the Borrowers and/or the Successor Agent or its representatives to facilitate the transfer of information to the Successor Agent in connection with the Loan Documents. In furtherance of the foregoing, it is understood and agreed that the Resigning Agent shall not be required to take any action unless expressly requested in writing by the Successor Agent in furtherance of the agreements hereunder and unless the Resigning Agent has received such assurances as it may request that all its costs, expenses and fees will be paid for. The Resigning Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing reasonably believed by it to be genuine and to have been signed or sent by the proper person. The Resigning Agent may also rely upon any statement made to it orally or by telephone and reasonably believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. The Resigning Agent may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

6. Successor Agent's Fees and Expenses.



7. Other Amendments to Loan Documents.

(a) General. The parties hereby agree and acknowledge that, from and after the Effective Date, Wilmington shall be, and shall be deemed to be, the Administrative Agent and, subject to Section 2(b) hereof, the collateral agent under the Credit Agreement and the other Loan Documents. In furtherance of the foregoing, all defined terms referencing Bank of America as the Administrative Agent and/or the collateral agent in the Credit Agreement and the other Loan Documents (which Administrative Agent and/or collateral agent may be referred to as the "Secured Party" or "Beneficiary", as the case may be, under the Collateral Documents) are hereby amended to reference Wilmington in such capacity, as applicable and subject to Section 2(b) hereof. In addition, the references to "Bank of America" in the definition of "Federal Funds Rate" in Section 1.01 of the Credit Agreement and Section 9.01(a) of the Credit Agreement shall be replaced with references to Wilmington.


(b) Amendments to Section 1.01 of the Credit Agreement. The parties agree that the following definitions are added to Section 1.01 of the Credit Agreement in

alphabetical order or, if already contained in such Section, are amended and restated to read as follows, as applicable:


"Base Rate"




"Eurodollar Rate"



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"Prime Rate"



"Wilmington" means Wilmington Trust, National Association.

(c) Amendment to Section 2.05(c) of the Credit Agreement. The parties agree that the reference to "Bank of America's prime rate" contained in Section 2.05(c) is changed to "the Prime Rate".

(d) Amendment to Section 2.07 of the Credit Agreement. The parties agree that the reference to "Bank of America's 'prime rate'" contained in Section 2.07 is changed to "the Prime Rate".

(e) Amendment to Schedule 10.02 to the Credit Agreement. The parties agree that Schedule 10.02 to the Credit Agreement is amended by replacing the information appearing under the heading "Administrative Agent" with the following information:

For Notices and Payments

Wilmington Trust, National Association  
50 South Sixth Street, Suite 1290  
Minneapolis, MN 55402  
Attention: Josh James  
Telephone: 612-217-5637  
Telecopier: 612-217-5651  
Electronic Mail: jjames@wilmingtontrust.com  
Wilmington Trust  
Wilmington, DE  
ABA #031100092  
Account No. #099892-000  
Account Name: Corporate Capital Markets  
Reference: Golden Gaming First Lien  
Attention: Josh James.

8. Entire Agreement; Etc. This Agreement states the entire agreement and supersedes all prior agreements, written or verbal, between the parties hereto with respect to the subject matter hereof and may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto. Except as specifically modified by this Agreement, the Credit Agreement and the other Loan Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms.

9. Waiver. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude any further exercise thereof or of any other right, power or remedy.

10. Submission to Jurisdiction; Waiver of Venue.

(a) EACH BORROWER, EACH OTHER LOAN PARTY AND EACH SARTINI GUARANTOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEVADA SITTING IN CLARK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE DISTRICT OF NEVADA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEVADA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE RESIGNING AGENT, THE GAMING



EQUITY COLLATERAL AGENT, THE SUCCESSOR AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(b) EACH BORROWER, EACH OTHER LOAN PARTY AND EACH SARTINI GUARANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

11. Consents; Acknowledgement.

(a) Each of the undersigned Lenders hereby represents and warrants that (i) it is duly authorized to execute and perform its obligations under this Agreement and that such execution is not prohibited by law, (ii) as of the Effective Date, it owns the principal amount of Loans set forth beside its name in Schedule I hereto, and (iii) it consents to the amendments of the Credit Agreement and the other Loan Documents as set forth in this Agreement.

(b) The Borrowers hereby consent to the amendments of the Credit Agreement and the other Loan Documents as set forth in this Agreement.

(c) Each of the parties hereto acknowledges and agrees that (i) the execution by such party of this Agreement shall constitute receipt by such party of notice of the appointment of Wilmington as the Administrative Agent and collateral agent for the First Lien Obligations (as defined in the Intercreditor Agreement), subject to Section 2(b) above, under and with respect to each of the Loan Documents and (ii) from and after the Effective Date, all notices to the Successor Agent under the Credit Agreement and the other Loan Documents shall be sent to Wilmington Trust, National Association, as Administrative Agent, 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402, Attention: Josh James, Telephone: 612-217-5637, Telecopier: 612-217-5651, Electronic Mail: [jjames@wilmingtontrust.com](mailto:jjames@wilmingtontrust.com).

12. WAIVERS OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER

PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

13. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEVADA.

14. Costs and Expenses. The Borrowers agree to pay on demand all costs and expenses of the Resigning Agent, the Successor Agent and the Gaming Equity Collateral Agent in connection with the negotiation, preparation, execution and delivery of this Agreement and the other instruments and documents to be delivered hereunder (including, without limitation, the reasonable attorneys' fees and costs of counsel for the Resigning Agent, the Successor Agent and the Gaming Equity Collateral Agent).

15. Severability. In the event that any provision of this Agreement, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

16. Counterparts and Facsimile. This Agreement may be signed in counterparts, all of which together shall constitute one and the same instrument. The parties hereto may provide signatures to this Agreement by facsimile or electronic mail, and such facsimile or electronic mail signatures shall be deemed to be the same as original signatures.

*[Signature Pages Follow.]*

IN WITNESS WHEREOF, the parties hereto have caused this Successor Agent Agreement to be duly executed and delivered by their proper and duly authorized representatives as of the day and year first written above.

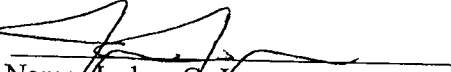
**BANK OF AMERICA, N.A.,**  
as Resigning Agent and as Gaming Equity  
Collateral Agent

By: 

Name: Peter J. Vitale

Title: Senior Vice President

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,**  
as Successor Agent

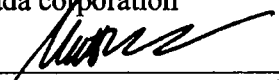
By:   
Name: Joshua G. James  
Title: Banking Officer

*Signature Page to  
Successor Agent Agreement*

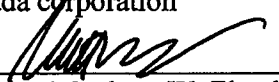
**TRADEMARK**  
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**BORROWERS:**

**GOLDEN GAMING, INC.,**  
a Nevada corporation

By:   
Name: Matthew W. Flandermeyer  
Title: Vice President and CFO

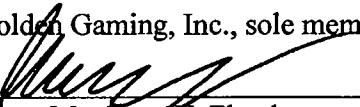
**GOLDEN MARDI GRAS , INC.,**  
a Nevada corporation

By:   
Name: Matthew W. Flandermeyer  
Title: Vice President and CFO

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**GOLDEN PAHRUMP NUGGET, LLC,**  
a Nevada limited liability company

By: Golden Gaming, Inc., sole member/manager

By:   
Name: Matthew W. Flandermeyer  
Title: Vice President and CFO

*Signature Page to  
Successor Agent Agreement*

**TRADEMARK**  
**REEL: 004739 FRAME: 0745**

**SUBSIDIARY GUARANTORS:**

**GOLDEN AVIATION, LLC,**  
a Nevada limited liability company

By: Golden Gaming, Inc., sole member/manager

By:   
Name: Matthew W. Flandermeyer  
Title: Vice President and CFO

**GOLDEN GOLF MANAGEMENT, LLC,**  
a Nevada limited liability company


By: Golden Gaming, Inc., sole member/manager

By:   
Name: Matthew W. Flandermeyer  
Title: Vice President and CFO

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**GOLDEN HRC, LLC,**  
a Nevada limited liability company

By: Golden Gaming, Inc., sole member/manager

By:   
Name: Matthew W. Flandermeyer  
Title: Vice President and CFO


**GOLDEN ROUTE OPERATIONS, LLC,**  
a Nevada limited liability company

By: Golden Gaming, Inc., sole member/manager

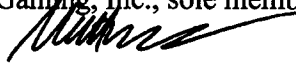
By:   
Name: Matthew W. Flandermeyer  
Title: Vice President and CFO

*Signature Page to  
Successor Agent Agreement*

**GOLDEN TAVERN RESTAURANTS, LLC,**  
a Nevada limited liability company  
By: Golden Gaming, Inc., sole member/manager

By:   
Name: Matthew W. Flandermeyer  
Title: Vice President and CFO

**GOLDEN TAVERN GROUP, LLC,**  
a Nevada limited liability company  
By: Golden Gaming, Inc., sole member/manager

By:   
Name: Matthew W. Flandermeyer  
Title: Vice President and CFO

**GOLDEN-PT'S PUB HENDERSON 1, LLC,** a Nevada  
limited liability company

**GOLDEN-PT'S PUB STEWART-NELLIS 2, LLC,** a  
Nevada limited liability company

**GOLDEN-PT'S PUB EAST SAHARA 3, LLC,** a Nevada  
limited liability company

**GOLDEN-PT'S PUB RANCHO 4, LLC,** a Nevada limited  
liability company

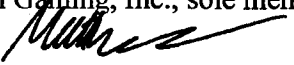
**GOLDEN-PT'S PUB CHEYENNE-NELLIS 5, LLC,** a  
Nevada limited liability company

**GOLDEN-PT'S PUB SUMMERLIN 6, LLC,** a Nevada  
limited liability company

**GOLDEN-PT'S PUB VEGAS VALLEY 7, LLC,** a Nevada  
limited liability company

**GOLDEN-PT'S PUB WEST SAHARA 8, LLC,** a Nevada  
limited liability company

By: Golden Tavern Group, LLC, sole member/manager  
By: Golden Gaming, Inc., sole member/manager

By:   
Name: Matthew W. Flandermeyer  
Title: Vice President and CFO

*Signature Page to  
Successor Agent Agreement*

**TRADEMARK**  
**REEL: 004739 FRAME: 0747**


**GOLDEN-PT'S PUB SPRING MOUNTAIN 9, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB FLAMINGO 10, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB RAINBOW 11, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB DURANGO 12, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB WARM SPRINGS 13, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB TWAIN 14, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB TROPICANA 15, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB WINTERWOOD 16, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB SUNSET-PECOS 17, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB MLK 18, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB TUNES 19, LLC**, a Nevada limited liability company

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**GOLDEN-PT'S PUB DECATUR-HACIENDA 20, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB DECATUR-SOBB 21, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB SILVERADO-MARYLAND 22, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB SILVERADO-BERMUDA 23, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB SUNRISE 24, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB HUALAPAI 25, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB BIG GAME 26, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB CANTINA 27, LLC**, a Nevada limited liability company

By: Golden Tavern Group, LLC, sole member/manager

By: Golden Gaming, Inc., sole member/manager

By:   
Name: Matthew W. Flandermeyer  
Title: Vice President and CFO

*Signature Page to  
Successor Agent Agreement*

**TRADEMARK**  
**REEL: 004739 FRAME: 0748**




**GOLDEN-PT'S PUB FERNLEY 28, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB FORT APACHE 29, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB ANN 30, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB RUSSELL 31, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB CENTENNIAL 32, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB HORIZON 33, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB ST. ROSE 35, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB EASTERN 36, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB RACETRACK 37, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB ANTHEM 38, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB SUNSET-BUFFALO 39, LLC**, a Nevada limited liability company

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**GOLDEN-PT'S PUB TRIPLE BAR 40, LLC**, a Nevada limited liability company  
**GOLDEN-PT'S PUB OCEANS 41, LLC**, a Nevada limited liability company  
**SPARKY'S PRATER 1, LLC**, a Nevada limited liability company  
**SPARKY'S DOGHOUSE 2, LLC**, a Nevada limited liability company  
**SPARKY'S MCCARRAN 3, LLC**, a Nevada limited liability company  
**SPARKY'S LONGLEY 4, LLC**, a Nevada limited liability company  
**SPARKY'S MT. ROSE 5, LLC**, a Nevada limited liability company  
**SPARKY'S SOUTH CARSON 7, LLC**, a Nevada limited liability company

By: Golden Tavern Group, LLC, sole member/manager  
By: Golden Gaming, Inc., sole member/manager

By:   
Name: Matthew W. Flandermeyer  
Title: Vice President and CFO


*Signature Page to  
Successor Agent Agreement*

**TRADEMARK**  
**REEL: 004739 FRAME: 0749**

**SPARKY'S SOUTH MEADOWS 8, LLC**, a Nevada limited liability company  
**GOLDEN-SIERRA GOLD DOUBLE R1, LLC**, a Nevada limited liability company  
**GOLDEN-SIERRA JUNCTION DOUBLE R2, LLC**, a Nevada limited liability company  
**SIERRA GOLD JONES 3, LLC**, a Nevada limited liability company  
**SIERRA GOLD BUFFALO 4, LLC**, a Nevada limited liability company  
**SIERRA GOLD STEPHANIE 5, LLC**, a Nevada limited liability company  
**SIERRA GOLD ALIANTE 6, LLC**, a Nevada limited liability company  
**GOLDEN RR BUFFALO 1, LLC**, a Nevada limited liability company  
**GOLDEN RR FLAMINGO 2, LLC**, a Nevada limited liability company  
**GOLDEN RR EASTERN 3, LLC**, a Nevada limited liability company  
**GOLDEN RR CENTENNIAL 4, LLC**, a Nevada limited liability company

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By: Golden Tavern Group, LLC, sole member/manager  
By: Golden Gaming, Inc., sole member/manager

By:   
Name: Matthew W. Flandermeyer  
Title: Vice President and CFO

*Signature Page to  
Successor Agent Agreement*

**TRADEMARK**  
**REEL: 004739 FRAME: 0750**

## Schedule A

### U.S. Trademarks

#### *Security Interest at Reel/Frame No. 3024/0263.*

<b>EXISTING AND PENDING TRADEMARKS</b>			
<u>Owner</u>	<u>Trademark</u>	<u>Serial Number/ Registration Number</u>	<u>Date of Filing(s)</u>
Golden Gaming, Inc.	SIERRA GOLD (Trademark Class 25)	Serial #: 76548403 Registration #: 3029804 (USPTO)	Filing Date: Sept. 15, 2003 Registration Date: Dec. 13, 2005
Golden Gaming, Inc.	SIERRA GOLD (Trademark Class 32)	Serial #: 76548404 Registration #: 3233863 (USPTO)	Filing Date: Sept. 15, 2003 Registration Date: Apr. 24, 2007
Golden Gaming, Inc.	SIERRA GOLD (Trademark Class 41)	Serial #: 78298808 Registration #: 2973734 (USPTO)	Filing Date: Sep. 10, 2003 Registration Date: Jul. 19, 2005
Golden Gaming, Inc.	SIERRA GOLD (Trademark Class 43)	Serial #: 78298779 Registration #: 3218537 (USPTO)	Filing Date: Sep. 10, 2003 Registration Date: Mar. 13, 2007
Golden Gaming, Inc.	GOLDEN REWARDS (Trademark Class 41)	Serial #: 76559979 Registration #: 3131570 (USPTO)	Filing Date: Oct. 30, 2003 Registration Date: Aug. 22, 2006

#### *Security Interest at Reel/Frame No. 3488/0686.*

<b>EXISTING AND PENDING TRADEMARKS</b>			
<u>Owner</u>	<u>Trademark</u>	<u>Serial Number/ Registration Number</u>	<u>Date of Filing(s)</u>
Golden Gaming, Inc.	P.T.'s (Trademark Class 41)	Serial #: 78851688 Registration #: 3409116 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Apr. 8, 2008
Golden Gaming, Inc.	P.T.'s (Trademark Class 43)	Serial #: 78851694 Registration #: 3422910 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: May 6, 2008
Golden Gaming, Inc.	GOLDEN TAVERN GROUP (Trademark Class 41)	Serial #: 78851666 Registration #: 3205892 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, Inc.	GOLDEN TAVERN GROUP (Trademark Class 43)	Serial #: 78851678 Registration #: 3205894 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, Inc.	GOLDEN CASINO GROUP (Trademark Class 41)	Serial # 78851617 Registration #: 3205888 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, Inc.	GOLDEN CASINO GROUP (Trademark Class 43)	Serial # 78851647 Registration #: 3205891 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007
Golden Gaming, Inc.	GOLD PASS (Trademark Class 41)	Serial # 78884010 Registration #: 3741243 (USPTO)	Filing Date: May 15, 2006 Registration Date: Jan. 19, 2010

[Schedule A]

**EXISTING AND PENDING TRADEMARKS**

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number/ Registration Number</u>	<u>Date of Filing(s)</u>
Golden Gaming, Inc.	GOLD BAR (Trademark Class 43)	Serial # 78851700 Registration #: 3205895 (USPTO)	Filing Date: Mar. 31, 2006 Registration Date: Feb. 6, 2007

*Security Interest at Reel/Frame No. 3987/0849.*

**EXISTING AND PENDING TRADEMARKS**

<u>Owner</u>	<u>Trademark</u>	<u>Serial Number/ Registration Number</u>	<u>Date of Filing(s)</u>
Golden Gaming, Inc.	GOLDEN BAD BEAT (Trademark Class 41)	Serial # 77591796 Registration #: 3747592 (USPTO)	Filing Date: Oct. 13, 2008 Registration Date: Feb. 9, 2010
Golden Gaming, Inc.	GOLDEN BAD BEAT (Trademark Class 28)	Serial # 77591801 Registration #: 3764507 (USPTO)	Filing Date: Oct. 13, 2008 Registration Date: Mar. 23, 2010
Golden Gaming, Inc.	GOLDEN GAMING (Trademark Class 41)	Serial # 77184195 Registration #: 3372386 (USPTO)	Filing Date: May 17, 2007 Registration Date: Jan. 22, 2008
Golden Gaming, Inc.	GOLDEN GAMING (Trademark Class 43)	Serial # 77184197 Registration #: 3372387 (USPTO)	Filing Date: May 17, 2001 Registration Date: Jan. 22, 2008
Golden Gaming, Inc.	NUGGET HOTEL CASINO PAHRUMP NEVADA (and design) (Trademark Class 43)	Serial # 77200815 Registration #: 3359463 (USPTO)	Filing Date: Jun. 7, 2007 Registration Date: Dec. 25, 2007
Golden Gaming, Inc.	NUGGET HOTEL CASINO PAHRUMP NEVADA (and design) (Trademark Class 41)	Serial # 77200836 Registration #: 3356032 (USPTO)	Filing Date: Jun. 7, 2007 Registration Date: Dec. 18, 2007
Golden Gaming, Inc.	I WANT MY PT'S (Trademark Class 43)	Serial # 77402000 Registration #: 3504946 (USPTO)	Filing Date: Feb. 20, 2008 Registration Date: Sep. 23, 2008
Golden Gaming, Inc.	I WANT MY PT'S (Trademark Class 41)	Serial # 77402002 Registration #: 3504947 (USPTO)	Filing Date: Feb. 20, 2008 Registration Date: Sep. 23, 2008
Golden Gaming, Inc.	SIERRA GOLD A NEVADA STYLE TAVERN (Trademark Class 41)	Serial # 77590730 Registration #: 3833352 (USPTO)	Filing Date: Oct. 10, 2008 Registration Date: Aug. 17, 2010
Golden Gaming, Inc.	SIERRA GOLD A NEVADA STYLE TAVERN LAS VEGAS HENDERSON RENO N. LAS VEGAS (Trademark Class 43)	Serial # 77590766 Registration #: 3820157 (USPTO)	Filing Date: Oct. 10, 2008 Registration Date: Jul. 20, 2010

[Schedule A]

*Security Interest at Reel/Frame No. 4518/0590.*

<b>EXISTING AND PENDING TRADEMARKS</b>			
<b><u>Owner</u></b>	<b><u>Trademark</u></b>	<b><u>Serial Number/ Registration Number</u></b>	<b><u>Date of Filing(s)</u></b>
Golden Tavern Group, LLC	BEER & BITES CLUB (stylized and/or with design) (Trademark Class 43)	Serial # 85029771 Registration #: 3893542 (USPTO)	Filing Date: May 4, 2010 Registration Date: Dec. 21, 2010
Golden Tavern Group, LLC	BEER & BITES CLUB (Trademark Class 43)	Serial # 85029674 Registration #: 3893531 (USPTO)	Filing Date: May 4, 2010 Registration Date: Dec 21, 2010

*U.S. Copyrights*

*Security Interest at V3602 D311*

<b>EXISTING AND PENDING COPYRIGHTS</b>			
<b><u>Owner</u></b>	<b><u>Title</u></b>	<b><u>Registration Number</u></b>	<b><u>Date of Filing(s)</u></b>
Golden Gaming, Inc.	ARDENT ROUTE INFORMATION SYSTEM	TX0006850168	Registration Date: June 27, 2008