

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GNLV, Corp.		11/21/2013	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	1082044	GOLDEN NUGGET
Registration Number:	1082078	GOLDEN NUGGET
Registration Number:	1142119	GOLDEN NUGGET
Registration Number:	1164118	LILLIE LANGTRY'S
Registration Number:	1196198	GOLDEN NUGGET
Registration Number:	1199956	GOLDEN NUGGET
Registration Number:	1203988	GOLDEN NUGGET
Registration Number:	1214357	GOLDEN NUGGET
Registration Number:	1554155	GOLDEN NUGGET
Registration Number:	1864407	FLAMING 777
Registration Number:	2240084	GOLDEN NUGGET
Registration Number:	2682862	GOLDEN NUGGET
Registration Number:	2760853	GOLDEN NUGGET
Registration Number:	2882273	GOLDEN NUGGET

CH \$765.00 1082044

Registration Number:	2882750	MARCH FEVER
Registration Number:	2888060	24 KARAT CLUB
Registration Number:	2940044	MARCH FEVER
Registration Number:	3304395	GOLDEN NUGGET SUPERBASH
Registration Number:	3310013	RUSH LOUNGE
Registration Number:	3313265	THE TANK THE POOL AT THE GOLDEN NUGGET
Registration Number:	3410116	18 KARAT ARCADE
Registration Number:	3454878	18 KARAT ARCADE
Registration Number:	3459744	AT THE TANK DIVE BAR
Registration Number:	3551269	GOLD DIGGERS DRINK DANCE DOWNTOWN
Registration Number:	3603520	GOLD DIGGERS DRINK DANCE DOWNTOWN
Registration Number:	3208158	LILLIE'S
Registration Number:	3641428	WORLD SERIES OF SLOTS
Registration Number:	4066864	24 KARAT CLUB
Registration Number:	4070279	24 KARAT CLUB
Registration Number:	4067284	OUT WITH THE OLD...IN WITH THE GOLD!

CORRESPONDENCE DATA

Fax Number: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-906-1200
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	038507-0318
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	11/26/2013

Total Attachments: 6
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2013 (this “**Agreement**”), is entered into by and among each party hereto identified on the signature pages hereof as a “Grantor” (each, a “**Grantor**”) and Jefferies Finance LLC, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, dated as of November 21, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Golden Nugget, Inc., a Nevada corporation, its subsidiaries party thereto from time to time and Jefferies Finance LLC, as Collateral Agent.

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to grant a security interest to the Collateral Agent in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security Interest. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under all of the following personal property of such Grantor, whether now owned or existing or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- a. all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature and all registrations and applications for any of the foregoing, including but not limited to the registrations and applications listed on Schedule A hereto;
- b. all renewals of any of the foregoing;
- c. all rights corresponding throughout the world to any of the foregoing;
- d. all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- e. the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and
- f. all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit.

Notwithstanding the foregoing, the Trademark Collateral shall not include any United States intent-to-use trademark or service mark application prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with

respect thereto, to the extent that, and solely during the period in which, the grant of the security interest hereunder would impair the validity or enforceability of any registration that issues from such intent-to-use trademark or service mark applications under federal law.

SECTION 2. Security Agreement. The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent and 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.

SECTION 3. 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 and the Credit Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining the applicable 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 Trademark Collateral or any Trademark Collateral acquired or developed by the applicable Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which the applicable Grantor no longer has or claims any right, title or interest.

SECTION 4. 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.

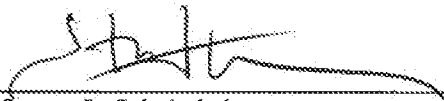
SECTION 5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and each Grantor and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

SECTION 6. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Signatures follow]

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


GNLV, CORP.,
as a Grantor

By: 
Name: Steven L. Scheinthal
Title: Senior Vice President and Secretary

[Trademark Security Agreement]

TRADEMARK
REEL: 005160 FRAME: 0816

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: J. Paul McDonnell
Title: Managing Director

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

OWNER	APP. NO./ APP. DATE	REG. NO./ REG. DATE	TRADEMARK
GNLV, CORP.	73113492 1/24/1977	1,082,044 1/10/1978	GOLDEN NUGGET
GNLV, CORP.	73113493 1/10/1978	1,082,078 1/10/1978	GOLDEN NUGGET
GNLV, CORP.	73184026 8/30/1978	1,142,119 12/2/1980	GOLDEN NUGGET
GNLV, CORP.	73126956 5/16/1977	1,164,118 8/4/1981	LILLIE LANGTRY'S
GNLV, CORP.	73227853 8/17/1979	1,196,198 5/25/1982	GOLDEN NUGGET
GNLV, CORP.	73268240 6/30/1980	1,199,956 6/29/1982	GOLDEN NUGGET (and Design)
GNLV, CORP.	73268239 6/30/1980	1,203,988 8/3/1982	GOLDEN NUGGET (and Design)
GNLV, CORP.	73347549 1/28/1982	1,214,357 10/26/1982	GOLDEN NUGGET
GNLV, CORP.	73768955 12/12/1988	1,554,155 8/29/1989	GOLDEN NUGGET (and Design)
GNLV, CORP.	74382867 4/21/1993	1,864,407 11/22/1994	FLAMING 777
GNLV, CORP.	75141008 7/25/1996	2,240,084 4/20/1999	GOLDEN NUGGET (Trade Dress)
GNLV, CORP.	76332581 10/31/2001	2,682,862 2/4/2003	GOLDEN NUGGET (stylized)
GNLV, CORP.	76332582 10/31/2001	2,760,853 9/9/2003	GOLDEN NUGGET (stylized)
GNLV, CORP.	76348789 12/14/2001	2,882,273 9/7/2004	GOLDEN NUGGET (stylized)
GNLV, CORP.	76537167 8/4/2003	2,882,750 9/7/2004	MARCH FEVER
GNLV, CORP.	75493206 5/29/1998	2,888,060 9/28/2004	24 KARAT CLUB
GNLV, CORP.	73113492 1/24/1977	2,940,044 1/10/1978	MARCH FEVER
GNLV, CORP.	78820578 2/22/2006	3,304,395 10/2/2007	GOLDEN NUGGET SUPERBASH
GNLV, CORP.	78965618 8/31/2006	3,310,013 10/9/2007	RUSH LOUNGE
GNLV, CORP.	77007994 9/26/2006	3,313,265 10/16/2007	THE TANK THE POOL AT THE GOLDEN NUGGET (and Design)

OWNER	APP. NO./ APP. DATE	REG. NO./ REG. DATE	TRADEMARK
GNLV, CORP.	77155430 4/12/2007	3,410,116 4/8/2008	18 KARAT ARCADE (and Design)
GNLV, CORP.	77155394 4/12/2007	3,454,878 6/24/2008	18 KARAT ARCADE
GNLV, CORP.	78965617 8/31/2006	3,459,744 7/1/2008	AT THE TANK DIVE BAR (and Design)
GNLV, CORP.	77287299 9/24/2007	3,551,269 12/23/2008	GOLD DIGGERS DRINK DANCE DOWNTOWN (and Design)
GNLV, CORP.	77286109 9/21/2007	3,603,520 4/7/2009	GOLD DIGGERS DRINK DANCE DOWNTOWN (and Design)
GNLV, CORP.	78825525 2/28/2006	3,208,158 2/13/2007	LILLIE'S NOODLE HOUSE
GNLV, CORP.	77516172 7/7/2008	3,641,428 6/16/2009	WORLD SERIES OF SLOTS
GNLV, CORP.	85305165 4/26/2011	4,066,864 12/6/2011	24 KARAT CLUB (and Design)
GNLV, CORP.	85305207 4/26/2011	4,070,279 12/13/2011	24 KARAT CLUB (and Design)
GNLV, CORP.	85336887 6/2/2011	4,067,284 12/6/2011	OUT WITH THE OLD...IN WITH THE GOLD!

II. U.S. TRADEMARK APPLICATIONS

None.