

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786369

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEIR FLAMINGO TENANT, LLC		02/09/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IC 3700 FLAMINGO ROAD LLC		
Street Address:	3700 W Flamingo Road, 2nd Floor		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2849732	BEVERTAINERS	
Registration Number:	3077332	BEVERTAINMENT	
Registration Number:	1827883	CARNIVAL WORLD BUFFET	
Registration Number:	2709302	EXOTIC. UNINHIBITED. FUN.	
Registration Number:	3213527	GO WILD	
Registration Number:	1997791	RIO	
Registration Number:	1845968	RIO	
Registration Number:	1984925	RIO	
Registration Number:	1908880	RIO	
Registration Number:	1997790	RIO	
Registration Number:	1845967	RIO	
Registration Number:	1757490	RIO ALL-SUITE HOTEL&CASINO	
Registration Number:	2739407	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS	
Registration Number:	2739406	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS	
Registration Number:	2053740	RIO LAS VEGAS	
Registration Number:	2207791	RIO LAS VEGAS	
Registration Number:	2221028	RIO LAS VEGAS	
Registration Number:	2207792	RIO LAS VEGAS	
Registration Number:	1793006	RIO RITA	

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CORRESPONDENCE DATA**Fax Number:** 8009144240*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	02/13/2023

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

DEIR FLAMINGO TENANT, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 9, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: IC 3700 FLAMINGO ROAD LLC

Street Address: 3700 W Flamingo Road, 2nd Floor

City: Las Vegas

State: NV

Country: USA Zip: 89103

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware, USA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule 1

B. Trademark Registration No.(s)
See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: NYC

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: 91350-0349

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Sophie Bolt

Signature

February 10, 2023

Date

Sophie Bolt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of February 9, 2023, (this “**Agreement**”), by and between DEIR FLAMINGO TENANT, LLC, a Delaware limited liability company (the “**Grantor**”) and IC 3700 FLAMINGO ROAD LLC, a Delaware limited liability company (the “**Secured Party**”).

Reference is made to that certain Lease Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Master Lease Agreement**”), between the Secured Party as lessor and Grantor as lessee, pursuant to which the Grantor has granted a Lien to the Secured Party in the Collateral.

Consistent with the requirements set forth in Section 6.3 of the Master Lease Agreement, the parties hereto agree as follows:

SECTION 1. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Master Lease Agreement.

SECTION 2. As security for the prompt and complete payment or performance, as the case may be, in full of all Rent and all other obligations of the Grantor under the Master Lease Agreement, the Grantor, pursuant to the Master Lease Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Secured Party, its successors and assigns, a continuing security interest in all of its right, title or interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the foregoing;
- C. the right to sue third parties for past, present and future infringements, dilutions or violations of the foregoing; and
- D. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. The security interests granted to the Secured Party herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Party pursuant to the Master Lease Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Trademark Collateral are more fully set forth in the Master Lease Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Master Lease Agreement, the terms of the Master Lease Agreement shall govern.

SECTION 4. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall each be governed by, and construed in accordance with, the law of the State of New York.

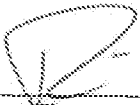
SECTION 5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. The

words “execute,” “execution,” “signed,” “signature,” “delivery” and words of like import in or related to this Agreement or any document, amendment, approval, consent, waiver, modification, information, notice, certificate, report, statement, disclosure, or authorization to be signed or delivered in connection with this Agreement or the transactions contemplated hereby shall be deemed to include Electronic Signatures or execution in the form of an Electronic Record, and contract formations on electronic platforms approved by the Administrative Agent, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Each party hereto agrees that any Electronic Signature or execution in the form of an Electronic Record shall be valid and binding on itself and each of the other parties hereto to the same extent as a manual, original signature.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

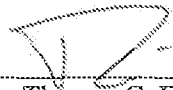
DEIR FLAMINGO TENANT, LLC, as Grantor

By: 
Name: Thomas C. Ellis
Title: Executive Vice President and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007967 FRAME: 0931

IC 3700 FLAMINGO ROAD LLC,
as Secured Party

By: 
Name: Thomas C. Ellis
Title :Executive Vice President and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007967 FRAME: 0932

SCHEDULE I

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Trademark Name	Application Number	Filing Date	Registration Number	Reg Date
United States of America	Beverainers (Block)	78/217653	2/21/2003	2849732	6/1/2004
United States of America	Bevertainment (Block)	78/217642	2/21/2003	3077332	4/4/2006
United States of America	Carnival World Buffet (Block)	74/401180	6/14/1993	1827883	3/22/1994
United States of America	Exotic. Uninhibited. Fun.	76/438775	8/6/2002	2709302	4/22/2003
United States of America	Go Wild	78/911523	6/19/2006	3213527	2/27/2007
United States of America	Rio (Block)	74/442025	9/29/1993	1997791	9/3/1996
United States of America	Rio (Block)	74/442024	9/29/1993	1845968	7/19/1994
United States of America	Rio (Sign Design)	74/442018	9/29/1993	1984925	7/9/1996
United States of America	Rio (Sign Design)	74/442012	9/29/1993	1908880	8/1/1995
United States of America	Rio (Stylized Script)	74/442020	9/29/1993	1997790	9/3/1996
United States of America	Rio (Stylized Script)	74/442021	9/29/1993	1845967	7/19/1994
United States of America	Rio All-Suite Hotel & Casino (Design)	74/021711	1/23/1990	1757490	3/9/1993
United States of America	Rio All-Suite Hotel & Casino Las Vegas	75/732713	6/21/1999	2739407	7/22/2003
United States of America	Rio All-Suite Hotel & Casino Las Vegas	75/732712	6/21/1999	2739406	7/22/2003
United States of America	Rio Las Vegas (Block)	74/442017	9/29/1993	2053740	4/22/1997
United States of America	Rio Las Vegas (Block)	74/442016	9/29/1993	2207791	12/8/1998
United States of America	Rio Las Vegas (Stylized Script)	74/442022	9/29/1993	2221028	2/2/1999
United States of America	Rio Las Vegas (Stylized Script)	74/442019	9/29/1993	2207792	12/8/1998
United States of America	Rio Rita (Block)	74/330889	11/13/1992	1793006	9/14/1993