

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GNLV Corp.		06/14/2007	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association, as Collateral Agent
<b>Street Address:</b>	201 South College Street
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28288
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 31**

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:	2431359	GN CLASSIC
Registration Number:	2462842	GN CLASSIC
Registration Number:	2682862	GOLDEN NUGGET

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Registration Number:	2760853	GOLDEN NUGGET
Registration Number:	2792326	ZAX
Registration Number:	2882273	GOLDEN NUGGET
Registration Number:	2882750	MARCH FEVER
Registration Number:	2888060	24 KARAT CLUB
Registration Number:	2940044	MARCH FEVER
Registration Number:	2991111	24 KARAT PLUS
Registration Number:	3208158	LILLIE'S NOODLE HOUSE
Serial Number:	77155394	18 KARAT ARCADE
Serial Number:	78965617	AT THE TANK DIVE BAR
Serial Number:	78820578	GOLDEN NUGGET SUPERBASH
Serial Number:	78820611	GOLDEN NUGGET SUPERBASH
Serial Number:	78747767	RENOVE
Serial Number:	78747772	RÉNOVE
Serial Number:	78965618	RUSH LOUNGE
Serial Number:	77007994	THE TANK THE POOL AT THE GOLDEN NUGGET
Serial Number:	77155430	18 KARAT ARCADE

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8002210770  
Email: matthew.mayer@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 960644
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	06/25/2007

Total Attachments: 6  
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**SCHEDULE I**  
to  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
GNLV Corp.	1,082,044	GOLDEN NUGGET
GNLV Corp.	1,082,078	GOLDEN NUGGET
GNLV Corp.	1,142,119	GOLDEN NUGGET
GNLV Corp.	1,164,118	LILLIE LANGTRY'S
GNLV Corp.	1,196,198	GOLDEN NUGGET
GNLV Corp.	1,199,956	GOLDEN NUGGET (and Design)
GNLV Corp.	1,203,988	GOLDEN NUGGET (and Design)
GNLV Corp.	1,214,357	GOLDEN NUGGET
GNLV Corp.	1,554,155	GOLDEN NUGGET (and Design)
GNLV Corp.	1,864,407	FLAMING 777
GNLV Corp.	2,240,084	GOLDEN NUGGET (Trade Dress)
GNLV Corp.	2,431,359	GN CLASSIC
GNLV Corp.	2,462,842	GN CLASSIC
GNLV Corp.	2,682,862	GOLDEN NUGGET (stylized)
GNLV Corp.	2,760,853	GOLDEN NUGGET (stylized)
GNLV Corp.	2,792,326	ZAX (and Design)
GNLV Corp.	2,882,273	GOLDEN NUGGET (stylized)
GNLV Corp.	2,882,750	MARCH FEVER
GNLV Corp.	2,888,060	24 KARAT CLUB
GNLV Corp.	2,940,044	MARCH FEVER
GNLV Corp.	2,991,111	24 KARAT PLUS (and Design)
GNLV Corp.	3,208,158	LILLIE'S NOODLE HOUSE

**Trademark Applications:**

<b>OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
GNLV Corp.	77/155,394	18 KARAT ARCADE
GNLV Corp.	78/965,617	AT THE TANK DIVE BAR (and Design)
GNLV Corp.	78/820,578	GOLDEN NUGGET SUPERBASH
GNLV Corp.	78/820,611	GOLDEN NUGGET SUPERBASH
GNLV Corp.	78/747,767	RENOVE
GNLV Corp.	78/747,772	RENOVE (stylized)
GNLV Corp.	78/965,618	RUSH LOUNGE
GNLV Corp.	77/007,994	THE TANK THE POOL AT THE GOLDEN NUGGET
GNLV Corp.	77/155,430	18 KARAT ARCADE

## Second Lien Trademark Security Agreement

**Second Lien Trademark Security Agreement**, dated as of June 14, 2007, by GNLV Corp., a Nevada Corporation, with offices located at 129 E. Fremont Street, Las Vegas 89101, (the "Pledgor(s)"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property);

*provided that* such grant shall not include any intent-to-use trademark application to the extent and for so long as creation by the Pledgor of a security interest therein would result in the loss by such Pledgor of any rights to such intent-to-use trademark.

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted 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. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security

Agreement shall control unless the Collateral Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.


SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

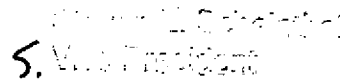
Very truly yours,

GNLV, CORP., as Pledgor

By:   
Name:  
Title:

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

  
S. Vice President

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GNLV, CORP., as Pledgor

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Collateral Agent

By: Mark B. Felker

Name: **MARK B. FELKER**  
Title: **MANAGING DIRECTOR**  
**WACHOVIA BANK, NATIONAL ASSOCIATION**



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