

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GNLV, Corp.		09/26/2017	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	3454878	18 KARAT ARCADE	
Registration Number:	3410116	18 KARAT ARCADE	
Registration Number:	2888060	24 KARAT CLUB	
Registration Number:	4066864	24 KARAT CLUB	
Registration Number:	1864407	FLAMING 777	
Registration Number:	3603520	GOLD DIGGERS DRINK DANCE DOWNTOWN	
Registration Number:	3551269	GOLD DIGGERS DRINK DANCE DOWNTOWN	
Registration Number:	1142119	GOLDEN NUGGET	
Registration Number:	1082044	GOLDEN NUGGET	
Registration Number:	1082078	GOLDEN NUGGET	
Registration Number:	1196198	GOLDEN NUGGET	
Registration Number:	1554155	GOLDEN NUGGET	
Registration Number:	2760853	GOLDEN NUGGET	
Registration Number:	2882273	GOLDEN NUGGET	
Registration Number:	2682862	GOLDEN NUGGET	
Registration Number:	1199956	GOLDEN NUGGET	
Registration Number:	1203988	GOLDEN NUGGET	
Registration Number:	3304395	GOLDEN NUGGET SUPERBASH	
Registration Number:	2882750	MARCH FEVER	

CH \$865.00 3454878

Property Type	Number	Word Mark
Registration Number:	4067284	OUT WITH THE OLD...IN WITH THE GOLD!
Registration Number:	3310013	RUSH LOUNGE
Registration Number:	3313265	THE TANK THE POOL AT THE GOLDEN NUGGET
Registration Number:	3641428	WORLD SERIES OF SLOTS
Registration Number:	3208158	LILLIE'S
Registration Number:	4132907	GOLD NUGGETS
Registration Number:	4070279	24 KARAT CLUB
Registration Number:	4752629	GOLDEN NUGGET
Registration Number:	4752630	GOLDEN NUGGET
Registration Number:	2240084	GOLDEN NUGGET
Serial Number:	87491223	24K SELECT CLUB
Serial Number:	87493006	GOLDEN NUGGET 24K SELECT 24 KARAT PREMIE
Serial Number:	87345960	LOFT 129
Serial Number:	87345964	LOFT 129
Serial Number:	85856757	WELCOME TO FABULOUS LAS VEGAS NEVADA GOL

CORRESPONDENCE DATA

Fax Number: 2134522329

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1155735-0025-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	09/26/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of September, 2017, by **GNLV, CORP.**, a Nevada corporation with an address at 1510 West Loop South, Houston, Texas 77027 ("Grantor"), and **JEFFERIES FINANCE LLC** ("Jefferies Finance"), a Delaware limited liability company with offices at 520 Madison Avenue, New York, NY 10022, in its capacity as agent for the Lender Group and the Bank Project Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 4, 2016 (as amended by that certain First Amendment to Credit Agreement, dated as of April 12, 2017, and that certain Second Amendment to Credit Agreement, dated as of September 26, 2017, and as further amended, restated, supplemented, modified, renewed or extended from time to time, the "Credit Agreement"), among Parent (as defined in Schedule 1.1 to the Credit Agreement), Borrower (as defined in Schedule 1.1 to the Credit Agreement), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Jefferies Finance, Deutsche Bank Securities Inc., Citigroup Global Markets Inc., Coöperatieve Rabobank U.A., New York Branch, KeyBanc Capital Markets Inc. and Citizens Bank, N.A., as joint bookrunners, Jefferies Finance, Deutsche Bank Securities Inc., Citigroup Global Markets Inc., Coöperatieve Rabobank U.A., New York Branch, KeyBanc Capital Markets Inc. and Citizens Bank, N.A., as joint lead arrangers, Agent and the other parties thereto, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated Security Agreement, dated as of October 4, 2016 and as amended and restated as of September 26, 2017 (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented, modified, renewed or extended, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses (to the extent such Trademark Intellectual Property Licenses do not constitute Excluded Collateral) to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License (to the extent such Trademark Intellectual Property Licenses do not constitute Excluded Collateral); and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically

apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or trademark registrations or applications for such registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder" and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. Any reference herein to the satisfaction, repayment or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge

Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record

8. GOVERNING LAW.

(a) **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(c) AND UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

(b) **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, BOROUGH OF MANHATTAN, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY GRANTOR, ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH GRANTOR, COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8(b).**

(c) **THE VALIDITY OF SECTION 2 OF THIS AGREEMENT, SOLELY WITH RESPECT TO THE GRANT OF A CONTINUING SECURITY INTEREST IN PERMITS OR LICENSES THAT ARE SUBJECT TO REGULATION BY OR CONSENT OF ANY GOVERNMENTAL AUTHORITY (INCLUDING LIQUOR LICENSES AND FRANCHISES AND GAMING LICENSES), THE CONSTRUCTION, INTERPRETATION AND ENFORCEMENT THEREOF AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.**

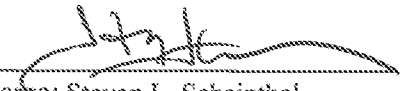
(d) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON**

OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GNLV, CORP., as Grantor

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT- GNLV, Corp.]

TRADEMARK
REEL: 006162 FRAME: 0343

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

JEFFERIES FINANCE LLC

By: 
Name: _____
Title: Brian Buoye
Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
18 Karat Arcade	App 77/155394	App 4/12/2007	Reg 3454878	Reg 06/24/08
18 Karat Arcade and Design	App 77/155430	App 4/12/2007	Reg 3410116	Reg 04/08/08
24 Karat Club	App 75/493206	App 5/29/1998	Reg 2888060	Reg 09/28/04
24 Karat Club and Design Horz	App 85/305165	App 4/26/2011	Reg 4066864	Reg 12/06/11
24K Select Club	App 87491223	App 6/15/2017	Pending	
24K Select Club & Design	App 87493006	App 6/16/2017	Pending	
Flaming 777	App 74/382867	App 4/21/1993	Reg 1864407	Reg 11/22/94
Gold Diggers Drink Dance Downtown & Design	App 77/286109	App 9/24/2007	Reg 3603520	Reg 04/07/09
Gold Diggers Drink Dance Downtown & Design	App 77/287299	App 9/24/2007	Reg 3551269	Reg 12/23/08
Golden Nugget	App 73/184026	App 08/30/1978	Reg 1142119	Reg 12/02/80
Golden Nugget	App 73/113492	App 1/24/1977	Reg 1082044	Reg 01/10/78
Golden Nugget	App 73/113493	App 1/24/1977	Reg 1082078	Reg 01/10/78
Golden Nugget	App 73/227853	App 8/17/1979	Reg 1196198	Reg 05/25/82
Golden Nugget (Design)	App 73/768955	App 12/12/1998	Reg 1554155	Reg 08/29/89
Golden Nugget (Stylized Font I)	App 76/332582	App 10/31/2001	Reg 2760853	Reg 09/09/03
Golden Nugget (Stylized Font II)	App 76/348789	App 12/14/2001	Reg 2882273	Reg 09/07/04
Golden Nugget (Stylized Font III)	App 76/332581	App 10/31/2001	Reg 2682862	Reg 02/04/03
Golden Nugget and Design	App 73/268240	App 6/30/1980	Reg 1199956	Reg 06/29/82
Golden Nugget and Design	App 73/268239	App 6/30/1980	Reg 1203988	Reg 08/03/82
Golden Nugget Superbash	App 78/820578	App 2/22/2006	Reg 3304395	Reg 10/02/07
Loft 129	App 87345960	App 2/22/2017	Pending	
Loft 129	App 87345964	App 2/22/2017	Pending	
March Fever	App 76/537167	App 8/4/2003	Reg 2882750	Reg 09/07/04
Out with the old... In with the Gold!	App 85/336887	App 6/2/2011	Reg 4067284	Reg 12/06/11
Rush Lounge	App 78/965618	App 8/31/2006	Reg 3310013	Reg 10/09/07
The Tank The Pool at the Golden Nugget & Design	App 77/007994	App 10/15/2006	Reg 3313265	Reg 10/16/07
Welcome to Fabulous Las Vegas Nevada Golden Nugget	App 85/856757	App 2/21/2013	Pending	
World Series of Slots	App 77/516172	App 7/7/2008	Reg 3641428	Reg 06/16/09

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
LILLIE'S	App 78/825525	App 2/28/2006	Reg 3208158	Reg 2/13/07
GOLD NUGGETS	App 85/241905	App 2/14/2011	Reg 4132907	Reg 4/24/12
24 Karat Club	App 85/305207	App 4/26/2011	Reg 4070279	Reg 12/13/11
Golden Nugget	App 86/090809	App 3/31/2015	Reg 4752629	Reg 06/09/15
Golden Nugget	App 86/090818	App 3/31/2015	Reg 4752630	Reg 06/09/15
Golden Nugget Building & Design	App 75/141008	App 7/25/1996	Reg 2240084	Reg 04/20/99