

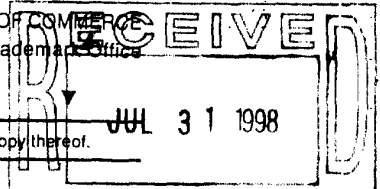
08-07-1998

FORM PTO-1594
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

MRD 7-29-98

1. Name of conveying party(ies):
M&B BEVERAGE CORPORATION

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other Encumbrance
 - Merger
 - Change of Name

Execution Date: January 5, 1998

2. Name and address of receiving party(ies):
Name: NEW YORK NEW YORK HOTEL & CASINO, LLC

Internal Address:
Street Address: 3790 Las Vegas Blvd. South
City: Las Vegas State: NV ZIP: 89109

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark registration No.(s)
1,238,881 and 1,644,713

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: MICHAEL J McCUE
Internal Address: QUIRK & TRATOS
3773 Howard Hughes Pkwy. #500N
Las Vegas, Nevada 89109
Street Address: SAME
City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael J. McCue

7/6/98

08/04/1998 SSMITH 0000002 123681

Signature Date

01 FC:481 40.00 DP
02 FC:482 25.00 DP

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011).

REEL: 1763 FRAME: 0435

NOTICE OF ENCUMBRANCE

PLEASE TAKE NOTICE that M&B Beverage Corporation, a Florida corporation ("M&B"), the record, equitable and beneficial owner of U.S. Registration No. 1,238,881 for a "NEW YORK NEW YORK" apple design logo and No. 1,644,713 for the words "NEW YORK NEW YORK" (collectively, "M&B's Trademarks"), and NEW YORK NEW YORK HOTEL & CASINO, LLC, a Nevada limited liability company, ("Hotel") executed a Settlement Agreement and Release ("Agreement") dated December 29, 1997, which provides, in pertinent part, as follows:

1. The Agreement shall be binding upon and shall insure to the benefit of the parties and their successors and assigns. In the event that M&B conveys any of its trademarks to any third party, M&B, its officers and directors, unconditionally covenant that the conveyance shall be made expressly subject to the terms of the Agreement, including, but not limited to, the waivers, forbearances and releases set forth therein and that M&B will provide the transferee with a copy of the Agreement prior to the transfer. To ensure that all successors-in-interest to M&B will have notice of the Agreement, M&B agrees that: (1) it shall as a condition to the Agreement include a typewritten notice on the original registrations of the following: "This registration is encumbered by waivers, forbearances and releases given by M&B Beverage Corporation to New York New York Hotel & Casino, LLC, which are on file with the United States Patent & Trademark Office, and which are binding on all successors, transferees, licensees, purchasers, or assigns of this registration."; and (2) the Hotel may file this notice with the United States Patent & Trademark Office of the encumbrances on M&B's federal trademarks imposed by this

Agreement.

2. M&B will not, at any time in the future, oppose, directly or indirectly, or cause to be opposed, any federal trademark application filed by or on behalf of the Hotel for any trademark comprised of the words "NEW YORK NEW YORK HOTEL & CASINO" or any variation or derivation of these words, for casino services (International Class 41), hotel services (International Class 42) or souvenir items, including, but not limited to, wearing apparel (International Class 25), key chains (International Class 6), stationary and unmounted photographs (International Class 16), tote bags (International Class 18), plastic and glass drinking ware (International Class 21), and ornamental novelty pins (International Class 26).

3. M&B (for itself, its successors and assigns) covenants that it will not acquire, operate or license any restaurant in the State of Nevada using M&B's Trademarks or any colorable imitation thereof, or any other mark which includes "New York" or "New York, New York."

4. M&B and its present and former officers, directors, employees, agents, attorneys, successors, subsidiaries, parents and assigns ("M&B Released Parties") hereby knowingly, voluntarily, unconditionally and forever discharge the Hotel, MGM Grand Hotel, Inc. and Primadonna Resorts, Inc. and their present and former officers, directors, employees, agents, attorneys, successors, subsidiaries, parents, and assigns (collectively, the "Hotel Released Parties") from any and all claims, demands, damages, actions or causes of action of whatever type or nature, whether at law or in equity, whether in tort, contract, statutory, regulatory or otherwise, whether known or unknown, and whether

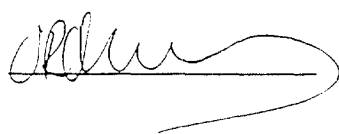
existing at the present time or arising at any time in the future, that any or all of the M&B Released Parties has or have, have had or may have against some or all of the Hotel Released Parties relating in any way to M&B's Trademarks or the Hotel's Trademarks, including, but not limited to, the claims set forth in the Complaint in Case No. 96-2481 filed in the United States District Court for the Southern District of Florida.

5. In the event that M&B receives any offer to sell or transfer all or any of M&B's Trademarks, M&B shall provide written notice of the offer to the Hotel and the undersigned counsel. The written notice shall be provided at the time an offer is made. The written notice shall identify the name and address of the offeror. The written notice shall confirm that M&B, its officers and directors, have given the third party actual notice of the encumbrances imposed by the Agreement on M&B's Trademarks and have informed the third party that the encumbrances are legally binding on the third party and all future transferees and assignees.

6. This notice of encumbrance is executed by M&B for the benefit of New York New York Hotel & Casino, LLC, pursuant to the terms of the Agreement and cannot be modified except in writing by a duly authorized representative of New York New York Hotel & Casino, LLC.

DATED: 1.5, 1998

Attest:



M&B BEVERAGE CORPORATION

By: 
Gideon Ben-Ami

Its: Vice President