

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

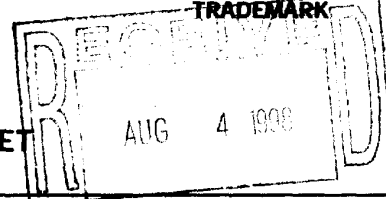
08-07-1998



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U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK



TWO-SIDED

MEO 8.4.98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID # _____

☐ Correction of PTO Error
Reel # _____ Frame # _____

☐ Corrective Document
Reel # _____ Frame # _____

Conveyance Type

☒ Assignment

☐ License

☐ Security Agreement ☐ Nunc Pro Tunc Assignment

☐ Merger

Effective Date
Month Day Year

☐ Change of Name

☐ Other _____

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Horseshoe Club Operating Company

Execution Date
Month Day Year

07021998

Formerly _____

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other _____

☒ Citizenship/State of Incorporation/Organization Nevada

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Horseshoe License Company

DBA/AKA/TA _____

Composed of _____

Address (line 1) 128 East Fremont Street

Address (line 2) _____

Address (line 3) Las Vegas

City

Nevada

State/Country

89101

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other _____

☒ Citizenship/State of Incorporation/Organization Nevada

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/05/1998 TTUN11 00000243 1025395

01 FC:461
02 FC:462

40.00 OP
275.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1772 FRAME: 0924

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Steven Plotkin

Name of Person Signing

Steven Plotkin

Signature

7/29/98

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

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Trademark Application Number(s)

Registration Number(s)

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SCHEDULE A

The term "Intellectual Property" as used in this Assignment shall mean and include the following applications, registrations and Internet domain names:

| | <u>Marks</u> | <u>U.S. Registration Number</u> | <u>Registration Date</u> |
|-----|---|---------------------------------|--------------------------|
| 1. | "World Series of Poker" | 1025395 | 11/18/75 |
| 2. | "Try Our Brand of Fun" | 1970151 | 04/23/96 |
| 3. | "\$1,000,000 Free Pull" | 1997723 | 08/27/96 |
| 4. | "Both Way Royals" | 2039502 | 02/18/97 |
| 5. | "Where Legends are Made and Millions are Paid" | 1978543 | 06/04/96 |
| 6. | "World Series of Poker" | 2119064 | 12/09/97 |
| 7. | "Gift Horse" | 1943260 | 12/19/95 |
| 8. | "Horseshoe" | 1839688 | 06/14/94 |
| 9. | "Horseshoe" | 1839764 | 06/14/94 |
| 10. | "H and Design" | 2141139 | 03/03/98 |

| | <u>Marks</u> | <u>U.S. Application Number</u> | <u>Filing Date</u> |
|----|---|--------------------------------|--------------------|
| 1. | "Double Pay Jackpots" | 75/259758 | 03/18/97 |
| 2. | "Where Millions are Played and Legends are Made" | 75/022418 | 11/20/95 |
| 3. | "World Championship of Poker" | 75/259759 | 03/18/97 |
| 4. | "The Value's in the Game" | 75/316680 | 06/25/97 |
| 5. | "The World Championship of Poker" | 75/266913 | 03/28/97 |
| 6. | "Where Winners Belong!" | 75/398989 | 12/02/97 |

| | Marks | Nevada Registration Number | Filing Date |
|----|--|-------------------------------|-------------|
| 1. | "Bothway Royals" | 28616 | 11/08/95 |
| 2. | "Where Legends Are Made and Millions Are Paid" | 28614 | 11/08/95 |
| 3. | "Where Millions Are Played and Legends Are Made" | 28615 | 11/08/95 |
| 4. | "\$1,000,000 Free Pull" | 28613 | 11/08/95 |
| 5. | "Binion's Horseshoe Your Best Place to Win" | 28650 | 11/21/95 |
| 6. | "Double Pay Jackpots" | 30576 | 01/12/98 |
| 7. | "World Championship of Poker" | -- | -- |
| 8. | "The Value's in the Game" | -- | -- |

| | Marks | Louisiana Registration Number | Registration Date |
|----|-------------------------------|----------------------------------|-------------------|
| 1. | "Horseshoe Winners Circle" | 941461133 | 06/27/94 |
| 2. | "Horseshoe Winners Circle" | 941461137 | 06/27/94 |
| 3. | "Horseshoe Winners Circle" | 941461134 | 06/27/94 |
| 4. | "Horseshoe Winners Circle" | 941461136 | 06/27/94 |
| 5. | "Gift Horse" | 941461103 | 06/27/94 |
| 6. | "\$1,000,000 Free Pull" | -- | 08/28/95 |

| | Marks | Louisiana Application Number | Filing Date |
|----|--------------|---------------------------------|-------------|
| 1. | "Gift Horse" | 941461104 | 05/26/94 |
| 2. | "Gift Horse" | 941481101 | 05/26/94 |

Marks for which no federal or state applications or registrations have been made:

1. "Horseshoe Hotel and Casino"
2. "Horseshoe Club"
3. "Horseshoe Hotel"
4. "Horseshoe Casino"

Internet domain names:

1. horsehoe.com
2. horseshoe.com
3. horseshoe.net
4. horseshoe.org
5. horseshoecasinos.com

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

ASSIGNMENT ("Assignment") dated as of July 2, 1998, from and by Horseshoe Club Operating Company, a Nevada corporation (the "Seller"), to Horseshoe License Company, a Nevada corporation (the "Buyer").

W I T N E S S E T H :

WHEREAS, the Seller is the owner of certain trademarks, service marks, trade names and Internet domain names identified on Schedule A hereto and copyrights and trade secrets, together with the goodwill symbolized thereby; and

WHEREAS, the Seller desires to sell, and the Buyer desires to purchase, all right, title and interest of the Seller to said trademarks, service marks, trade names, Internet domain names, copyrights and trade secrets together with the goodwill symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. In consideration of Jack B. Binion entering into the Settlement Agreement dated July 2, 1998 with the Seller and the transactions contemplated thereby, the effect of which will be to the benefit of Seller and its business, the Seller hereby sells, conveys, assigns, transfers and delivers to the Buyer, its successors and assigns, to have and to hold for the use and enjoyment of the Buyer and its successors and assigns, the entire right, title and interest of the Seller in and to, or arising under, those certain trademarks, service marks and trade names and other proprietary interests therein (together with any registrations or applications therefor, including to the fullest extent permitted by law, all "intent to use" applications) and Internet domain names set forth on Schedule A hereto, all unpatented secret

formulas or processes known to a limited number of affiliates of the Seller who use such formulas or processes, to a competitive advantage, with respect to business of the Seller, including, without limitation, odds making, player tracking systems and customer mailing lists, any and all works of authorship subject to protection under the copyright laws of the United States or any other jurisdiction whether now known or hereafter devised that are utilized in or in connection with the Seller's business, whether now or at any time utilized, and all copyrights and rights under or related to copyrights now or hereafter provided for the entire initial or renewal term thereof and any extended term thereof (collectively, the "Intellectual Property") together with the goodwill of the businesses in connection with which the Intellectual Property is or is intended to be used and which is symbolized by the Intellectual Property, along with the right to recover for damages and profits for past or future infringements thereof, the Intellectual Property to be held and enjoyed by the Buyer for its own use and behalf and for the use and behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Seller had this assignment not been made.

2. Intent to Use. With respect to any applications of Intellectual Property set forth on Schedule A hereto, filed by the Seller with the United States Patent and Trademark Office on the basis of its intent to use such Intellectual Property, the Seller will assign such Intellectual Property as soon as it is permissible to do so without adverse effect pursuant to 15 U.S.C. §1060. The Seller will diligently prosecute any intent to use applications filed by the Seller with the United States Patent and Trademark Office.

3. Representation. The Seller hereby represents, warrants and acknowledges to the Buyer that the consideration received by the Seller from the sale of the Intellectual Property is fair and reasonable.

4. Further Assurances. The Seller, for itself and its successors and assigns, hereby agrees with the Buyer, its successors and assigns, that the Seller will do, execute and deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments and conveyances, powers of attorney and assurances, and will take all such further action, including, without limitation, making all filings with the United States Patent and Trademark Office and with Network Solutions, Inc. in order to confirm the transfer of the Intellectual Property to the Buyer, its successors and assigns, all as the Buyer, its successors or assigns, shall reasonably request.

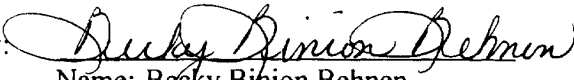
5. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, without regard to any choice-of-law rules which might apply the laws of any other jurisdiction.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the Buyer and the Seller have caused this Assignment
to be duly executed and delivered as of the date first above written.

HORSESHOE CLUB OPERATING COMPANY

By: 
Name: Becky Binion Behnen
Title: President

ACCEPTED:

HORSESHOE LICENSE COMPANY

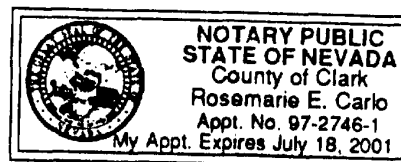
By: 
Name: Becky Binion Behnen
Title: President

STATE OF NEVADA)
)
COUNTY OF CLARK) ss.

— This instrument was acknowledged before me on July 2, 1998, by BECKY
BINION BEHNEN as President of Horseshoe Club Operating Company.

Rosemarie E. Carlo
Signature of Notarial Officer

My Commission expires on: 7/18/01

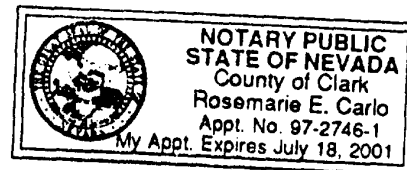


STATE OF NEVADA)
)
COUNTY OF CLARK) ss.

This instrument was acknowledged before me on July 2, 1998, by Becky
Binion Behnen as President of Horseshoe License Company.

Rosemarie E. Carlo
Signature of Notarial Officer

My Commission expires on: 7/18/01



114194-4

RECORDED: 08/04/1998

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