

11.6.98

11-09-1998

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings ▼

100874423

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

1. Name of conveying party(ies):
NEW YORK NEW YORK HOTEL, LLC

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

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Amended and Restated Articles of Organization
Execution Date: 10/10/96

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)
Additional name(s) & address(es) attached? Yes No

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

B. Trademark registration No.(s)
SEE ATTACHED

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Whitney Thier, Esq.
Internal Address: Suite 500 North

Street Address: 3773 Howard Hughes Parkway
City: Las Vegas State: NV ZIP: 89109

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$ 440.00
 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.

WHITNEY THIER [Signature] 11/5/98
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7

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).

TRADEMARK

REEL: 1810 FRAME: 0558

ASSIGNMENT
RECORDED
11/06/1998 SSMITH
00000073 7472536
40.00 OP
375.00 OP
25.00 OP

RECORDATION FORM COVER SHEET (CONTINUATION)

Serial Numbers

Registration Numbers

74/728,586
74/728,582
74/728,583
74/728,584
74/728,585
75/100,303
75/100,304
75/177,947
75/177,946
75/204,470

2,164,974
2,148,505
2,143,847
2,164,979
2,149,719
2,184,688

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

OCT 16 1996

No. LLC 20224-94

Dean Heller
DEAN HELLER, SECRETARY OF STATE

**CERTIFICATE
OF
AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
NEW YORK - NEW YORK HOTEL, LLC**

The undersigned individuals hereby certify and declare that:

1. They are the President of PRMA Las Vegas, Inc., a Nevada corporation, and the Chief Executive Officer of MGM Grand, Inc., a Delaware corporation, respectively, the sole Members (the "Members") of **NEW YORK - NEW YORK HOTEL, LLC**, a Nevada limited liability company (the "Company"), and are duly authorized to execute this Certificate of Amended and Restated Articles of Organization (this "Certificate") on behalf of the respective Members;

2. The original Articles of Organization of the Company were filed in the Office of the Secretary of State of the State of Nevada on the 23rd day of December, 1994, and there have been no amendments to the Articles of Organization of the Company to date;

3. Capital has been paid to the Company and membership interests in the Company have been issued;

4. All of the Members of the Company have approved and consented to this Certificate and further authorized the filing of this Certificate with the Office of the Secretary of State of the State of Nevada; and

5. The following sets forth the entire text of the Articles of Organization of the Company, as amended and restated in its entirety as of this date:

**ARTICLE I
NAME OF LIMITED LIABILITY COMPANY**

The name of the limited liability company is **NEW YORK - NEW YORK HOTEL & CASINO, LLC** (the "Company").

**ARTICLE II
PERIOD OF DURATION**

The latest date upon which the Company will dissolve is December 31, 2050.

**ARTICLE III
PURPOSES**

The character and general nature of the business to be conducted by the Company is to

develop, own, operate, and manage a hotel and casino and conduct gaming on or within the premises known as New York - New York Hotel & Casino located at 3790 Las Vegas Boulevard South, Las Vegas, Nevada 89103, and such other legal and lawful purposes allowed pursuant to Nevada Revised Statutes Chapter 86, except for the purpose of insurance.

ARTICLE IV
RESIDENT AGENT AND REGISTERED OFFICE

The name of the Company's resident agent for service of process is William J. Sherlock and the street address of such resident agent and the Company's registered office is 3790 Las Vegas Boulevard South, Las Vegas, Nevada 89103.

ARTICLE V
OPERATING AGREEMENT

The Operating Agreement of the Company, upon its adoption by the unanimous written consent of the Members, shall be executed by each member of the Company and shall set forth all provisions for the affairs of the Company and the conduct of its business to the extent that such provisions are not inconsistent with the law or these Articles of Organization. The Operating Agreement, from time to time, may be restated, amended, or altered in accordance with its terms.

ARTICLE VI
ADDITIONAL MEMBERS

Additional members may be admitted at such times and on such terms and conditions as the remaining members of the Company may agree and as provided in the Operating Agreement of the Company.

ARTICLE VII
RIGHT TO CONTINUE BUSINESS

Except as otherwise provided in the Operating Agreement, the Members of the Company shall have the right to continue the Company upon the death, insanity, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or occurrence of any other event which terminates the continued membership of a member in the Company, as long as there are at least two (2) remaining members upon and after such event, and not less than a "majority in interest" of all of the remaining members (as defined in Nev. Rev. Stat. § 86.065) agree to continue the Company within ninety (90) days after such event.

ARTICLE VIII
LIABILITIES OF MEMBERS AND MANAGERS

Members, directors, managers, and officers of the Company shall not be liable under a

judgement, decree, order of any court against the Company or in any other manner for a debt, obligation, or liability of the Company.

ARTICLE IX
MANAGEMENT OF COMPANY

The Company shall be managed by Managers and the Managers shall have those responsibilities, powers, and authorities more fully described in the Operating Agreement of the Company. However, to the extent allowed by the Operating Agreement and Nevada law, the Members of the Company shall have the power to appoint an executive committee to be designated the "Board of Directors" and to delegate to the Board of Directors any of the responsibilities, powers, and authorities of the Managers pertaining to the management and affairs of the Company. The Members directly, or through delegation to the Board of Directors, shall have the power to appoint agents (who may be referred to as "officers") to act with such titles and such powers as the members or the Board of Directors may determine. In accordance with Nev. Rev. Stat. § 86.161(3), the name and business address of each of the Managers of the Company are as follows:

PRMA Las Vegas, Inc.
P.O. Box 95997
Las Vegas, Nevada 89193-5997

MGM Grand, Inc.
3799 Las Vegas Blvd. South
Las Vegas, Nevada 89109

ARTICLE X
GAMING REGULATORY PROVISIONS

Upon the Company's licensure to conduct nonrestricted gaming by the Nevada Gaming Commission (the "Commission"), the following provisions of this Article X shall become immediately operative as required pursuant to Nevada Gaming Commission Regulation 15B.110(2) and (3):

Notwithstanding anything to the contrary expressed or implied in these Articles of Organization, the sale, assignment, transfer, pledge, or other disposition of any interest in the Company is ineffective unless approved in advance by the Commission. If, at anytime, the Commission finds that a member which owns any such interest is unsuitable to hold that interest, the Commission shall immediately notify the Company of that fact. The Company shall, within ten days from the date it receives the notice from the Commission, return to the unsuitable member the amount of his capital account as reflected on the books of the Company. Beginning on the date when the Commission serves notice of a determination of unsuitability pursuant to the preceding sentence upon the Company, it is unlawful for the unsuitable member: (a) to receive any share of the distribution of profits, cash, or any other property of, or payments upon dissolution of, the Company, other than a return of capital as required above; (b) to exercise directly or through

a trustee or nominee any voting rights conferred by such interest; (c) to participate in the management of the business and affairs of the Company; or (d) to receive any remuneration in any form from the Company for services rendered or otherwise.

Any member that is found unsuitable by the Commission shall return all evidence of any ownership in the Company to the Company, at which time the Company shall within ten (10) days after the Company receives notice from the Commission, return to the member in cash, the amount of his capital account as reflected on the books of the Company, and the unsuitable member shall no longer have any direct or indirect interest in the Company.

ARTICLE XI INDEMNIFICATION

The Company may, to the fullest extent permitted by law and the Operating Agreement of the Company, as either may be amended and supplemented, indemnify all persons whom it shall have power to indemnify from and against all of the expenses, liabilities, or other matters referred to in or covered by law or the Operating Agreement.

ARTICLE XII AMENDMENT/DEFINITIONS

The Company reserves the right to amend, alter, change, or repeal any provision contained in these Amended and Restated Articles of Organization in a manner now or hereafter prescribed by Nevada law. Unless otherwise defined herein, terms set forth in this Certificate shall have the meanings set forth in Nevada Revised Statutes Chapter 86.

IN WITNESS WHEREOF, the undersigned Managers of the Company have hereunto executed this Certificate of Amended and Restated Articles of Organization of the Company this 10th day of October, 1996.

New York - New York Hotel & Casino, LLC,
a Nevada limited liability company

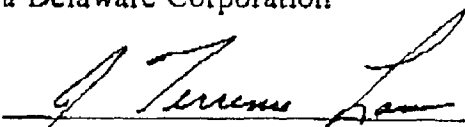
Managers:

PRMA Las Vegas, Inc.,
a Nevada corporation



Gary E. Primm, President

MGM Grand, Inc.,
a Delaware Corporation



J. Terrence Lanni, Chief Executive Officer

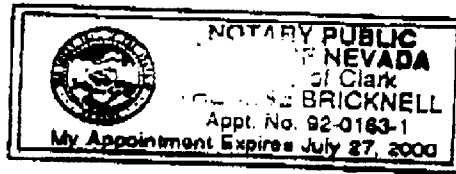
STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

On this 10th day of October, 1996, personally appeared before me, the undersigned, a Notary Public in and for said State, personally appeared **Gary E. Primm**, known to me to be the President of **PRMA Las Vegas, Inc.**, a Nevada corporation, who acknowledged to me that he executed the within document on behalf of said Corporation.

Subscribed and Sworn to before me

this 10th day of October, 1996.

Therese Bricknell
NOTARY PUBLIC



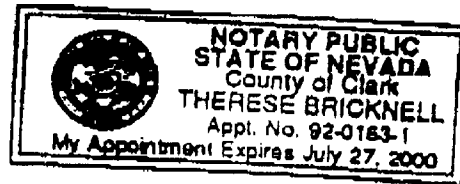
STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

On this 10th day of October, 1996, personally appeared before me, the undersigned, a Notary Public in and for said State, personally appeared **J. Terrence Lanni**, known to me to be the Chief Executive Officer of **MGM Grand, Inc.**, a Delaware corporation, who acknowledged to me that he executed the within document on behalf of said Corporation.

Subscribed and Sworn to before me

this 10th day of October, 1996.

Therese Bricknell
NOTARY PUBLIC



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