

12-22-1998



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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
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

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)

☐ 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 Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 1828 FRAME: 0346

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

Signature

December 14, 1998

Date Signed

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

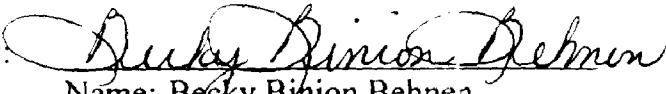
6. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, without regard to any choice-of-law rules which might apply the laws of any other jurisdiction.

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

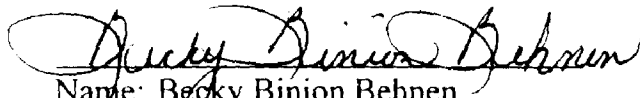
to be duly executed and delivered as of the date first above written.

HORSESHOE CLUB OPERATING COMPANY

By: 
Name: Becky Binion Behnen
Title: President

ACCEPTED:

HORSESHOE LICENSE COMPANY

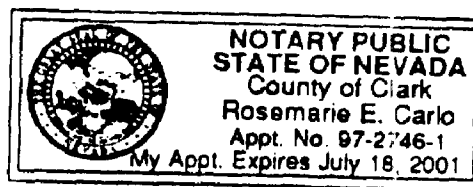
By: 
Name: Becky Binion Behnen
Title: President

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

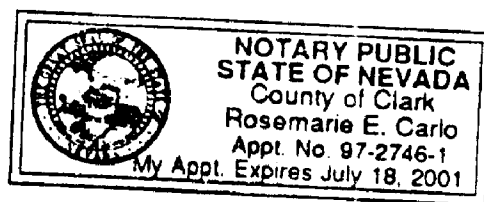


STATE OF NEVADA)
)
COUNTY OF CLARK) ss.

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



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