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09-23-1999

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

09-17-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #40



to the Honorable Commissioner of Pat

101152092

documents or copy thereof.

mlb 9-17-99

1. Name of conveying party(ies):

BALLY'S PARK PLACE, INC.

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

Additional name(s) of conveying party(ies) attached?

Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12/31/1998

2. Name and address of receiving party(ies):

Name: PARK PLACE ENTERTAINMENT CORPORATION

Internal Address: 4th Floor

Street Address: 3930 Howard Hughes Parkway

City: Las Vegas State: NV ZIP: 89109

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

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)

N/A

B. Trademark registration No.(s)

(1,386,348); (1,498,142); & (1,801,151)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mr. Louis J. Nunziata

Internal Address: 4th Floor

Street Address: 3930 Howard Hughes Parkway

City: Las Vegas State: NV ZIP: 89109

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

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.

David Arraji, Esq.

Name of Person Signing

*David Arraji*

Signature

9/14/99

Date

Total number of pages comprising cover sheet:

10

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

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01 FC:481  
02 FC:482

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: 001963 FRAME: 0574

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION  
OF  
BALLY'S PARK PLACE, INC.

(a Delaware corporation)

WITH AND INTO

PARK PLACE ENTERTAINMENT CORPORATION  
(a Delaware corporation)

THIS AGREEMENT OF MERGER AND PLAN OF REORGANIZATION, dated as of December 31, 1998 (the "Agreement") is entered into by and between Bally's Park Place, Inc., a Delaware corporation ("Bally's Park Place"), and Park Place Entertainment Corporation, a Delaware corporation ("Park Place").

**RECITALS**

WHEREAS, Bally's Park Place is a Delaware corporation and its agent for service of process in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805;

WHEREAS, the total number of shares of stock which Bally's Park Place has authority to issue is three thousand (3,000) shares of common stock, no par value (the "Common Stock");

WHEREAS, immediately following the merger of Bally's Casino Holdings, Inc., a Delaware corporation, with and into Hilton Hotels Corporation, a Delaware corporation ("HHC"), HHC will own all of the issued and outstanding shares of capital stock of Bally's Park Place;

WHEREAS, Park Place is a Delaware corporation and its agent for service of process in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805;

WHEREAS, the total number of shares of stock which Park Place has authority to issue is four hundred million (400,000,000) shares of common stock, par value \$.01 per share, and one hundred million (100,000,000) shares of preferred stock, par value \$.01 per share;

WHEREAS, pursuant to the Merger (as hereinafter defined), Park Place will constructively issue shares of its common stock to HHC in exchange for the shares of common stock of Bally's Park Place that will be canceled in the Merger;

WHEREAS, the respective Boards of Directors deem it advisable and to the advantage, welfare and best interests of Bally's Park Place and Park Place, respectively, and their

into Park Place pursuant to the provisions of Section 251 of the Delaware General Corporation Law ("DGCL"), and upon the terms and conditions hereinafter set forth;

WHEREAS, each of Bally's Park Place and Park Place intends that the Merger occur immediately following the merger of Bally's Casino Holdings, Inc., a Delaware corporation, with and into HHC; and

WHEREAS, each of Bally's Park Place and Park Place intends that (i) the Merger constitute a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) the Agreement constitute a "plan of reorganization" within the meaning of Sections 368 and 354 of the Code and (iii) each of Bally's Park Place and Park Place constitute a "party to the reorganization" within the meaning of Section 368(b) of the Code.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreement of the parties hereto, being thereunto duly advised, and approved by resolutions adopted by the Board of Directors of Bally's Park Place on the date hereof, and duly advised, and approved by resolutions adopted by the Board of Directors of Park Place on the date hereof, this Agreement and the terms and conditions hereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in this Agreement set forth.

1. Bally's Park Place shall, pursuant to the provisions of the DGCL, be merged with and into Park Place, with Park Place as the surviving corporation from and after the Effective Time of the Merger. Park Place shall hereinafter sometimes be referred to as the "Surviving Corporation," and shall continue to exist as such Surviving Corporation under its present name pursuant to the provisions of the DGCL. The separate existence of Bally's Park Place, which shall hereinafter sometimes be referred to as the "Terminating Corporation," shall cease at such Effective Time in accordance with the provisions of the DGCL.

2. From and after the Effective Time of the Merger, the separate existence of Bally's Park Place will cease, and Park Place, as the Surviving Corporation in the Merger, shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature and be subject to all the restrictions, disabilities, and duties of each of Park Place and Bally's Park Place; and all singular rights, privileges, powers and franchises of Bally's Park Place, and all property, real, personal and mixed of, and all debts due to Bally's Park Place on whatever account, as well as for stock subscriptions and all other things in action or belonging to Bally's Park Place, shall be vested in Park Place; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of Park Place as they were of Bally's Park Place, and the title to any real estate vested by deed or otherwise in Bally's Park Place shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Bally's Park Place shall thenceforth attach to Park Place, and may be enforced against it to the same extent as if said debts and liabilities had been incurred by it.

3. The Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") of Park Place as it exists at the Effective Time shall continue in full force and effect after the Effective Time until changed, altered or amended as therein provided and in the manner prescribed by the provisions thereof and the DGCL.

4. The Amended and Restated Bylaws of Park Place (the "Bylaws") as they exist at the Effective Time shall continue in full force and effect after the Effective Time until changed, altered or amended as therein provided and in the manner prescribed by the provisions thereof, the Certificate of Incorporation of Park Place and the DGCL.

5. The directors and officers of Park Place in office at the Effective Time shall continue in office after the Effective Time until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the Bylaws of Park Place.

6. At the Effective Time, each share of Common Stock, no par value, of the Terminating Corporation, which is issued and outstanding at the Effective Time, shall be automatically canceled and retired and shall cease to exist.

7. At the Effective Time, each then-outstanding share of capital stock of Park Place shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as one share of capital stock of the Surviving Corporation.

8. Bally's Park Place and Park Place agree that they will cause to be executed and filed and recorded any document or documents including, but not limited to, a Certificate of Merger, substantially in the form attached hereto as Annex A (the "Certificate of Merger"), prescribed by the laws of the State of Delaware and, if necessary, the laws of any other State, and that they will cause to be performed all necessary acts within the State of Delaware and elsewhere to effectuate the Merger.

9. This Agreement and the Merger shall be effective at the date and time (the "Effective Time") on which the certificate of merger with respect to the Merger ("Certificate of Merger") is filed with and accepted for record by the Secretary of State of the State of Delaware, or at such later date and time as may be set forth in the Certificate of Merger.

10. Both before and after the date first written above, each party hereto shall cooperate in good faith with the other party and will perform all further acts and execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out the consummation of the transactions contemplated hereby.

11. This Agreement may be terminated by mutual consent of the parties hereto.

12. This Agreement constitutes the complete, final and exclusive statement of the terms of the agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties.

No modification, amendment or waiver of any of the provisions of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

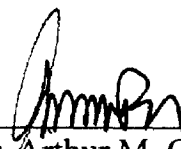
13. This Agreement will be governed by the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction, except with respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Agreement, and as to those matters the law of the jurisdiction under which the respective entity derives its powers shall govern.

14. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

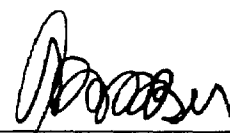
[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

BALLY'S PARK PLACE, INC.,  
a Delaware corporation

By:   
Name: Arthur M. Goldberg  
Title: Chief Executive Officer and  
Chairman of the Board

PARK PLACE ENTERTAINMENT  
CORPORATION,  
a Delaware corporation

By:   
Name: Arthur M. Goldberg  
Title: President and Chief Executive  
Officer

State of Delaware  
Office of the Secretary of State PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BALLY'S PARK PLACE, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "PARK PLACE ENTERTAINMENT CORPORATION" UNDER THE NAME OF "PARK PLACE ENTERTAINMENT CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1998, AT 8:25 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2906776 8100M

981509582

AUTHENTICATION: 9497394

DATE: 12-31-98

TRADEMARK  
REEL: 001963 FRAME: 0580

**CERTIFICATE OF MERGER**  
**OF**  
**BALLY'S PARK PLACE, INC.**  
**WITH AND INTO**  
**PARK PLACE ENTERTAINMENT CORPORATION**

The undersigned corporation, organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

**FIRST:** That the name and state of incorporation of each of the constituent corporations (each a "Constituent Corporation" and collectively, the "Constituent Corporations") of the merger (the "Merger") are:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
Bally's Park Place, Inc.	Delaware
Park Place Entertainment Corporation	Delaware

**SECOND:** That an Agreement of Merger and Plan of Reorganization, dated as of December 31, 1998 (the "Merger Agreement"), by and between Bally's Park Place, Inc. and Park Place Entertainment Corporation has been approved, adopted, certified, executed, and acknowledged by each of the Constituent Corporations in accordance with the provisions of Section 251 (and written consent of the stockholders of the Constituent Corporations has been given in accordance with Section 228) of the General Corporation Law of the State of Delaware.

**THIRD:** That the name of the surviving corporation in the Merger is Park Place Entertainment Corporation (hereinafter, the "Surviving Corporation"), which will continue its existence as said surviving corporation under its present name upon the effective date of the Merger pursuant to the provisions of the General Corporation Law of the State of Delaware.

**FOURTH:** That the Amended and Restated Certificate of Incorporation of the Surviving Corporation, as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.

**FIFTH:** That the executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, the address of which currently is, 3930 Howard Hughes Parkway, Las Vegas, Nevada 89109.

STATE OF DELAWARE  
 SECRETARY OF STATE  
 DIVISION OF CORPORATIONS  
 FILED 08:25 AM 12/31/1998  
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**SIXTH:** That a copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any Constituent Corporation.

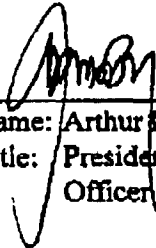
**SEVENTH:** That this Certificate of Merger shall be effective on December 31, 1998, at 8:25 a.m. (Eastern Standard Time).

[Signature Page Follows]

IN WITNESS WHEREOF, PARK PLACE ENTERTAINMENT CORPORATION has caused this Certificate of Merger to be signed as set forth below.

Dated: December 10, 1998

PARK PLACE ENTERTAINMENT CORPORATION,  
a Delaware corporation

By:   
Name: Arthur M. Goldberg  
Title: President and Chief Executive Officer