

12-29-1999

J.S. DEPARTMENT OF COMMERCE

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12/17/99

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Patent and Trademark Office
Docket No. 28130-15

101233678

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

1. Name of conveying party(ies):
Blue Chip Casino, Inc.

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

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

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

Name: Blue Chip Casino, LLC
Internal Address:
Street Address: 2950 S. Industrial Road
City: Las Vegas, State: NV ZIP: 89109-1100

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

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

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1999 DEC 17 AM 9:41
OPB/FINANCE

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: November 10, 1999

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s) B. Registration No.(s)

Please see attached **Please see attached**

Additional numbers attached? Yes No

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

Lynn M. Humphreys
Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105-2482

6. Total number of applications and trademark registrations involved: 18

7. Total fee (37 C.F.R. § 3.41): \$465.00

Enclosed
 Authorized to be charged to deposit account, referencing Attorney Docket 28130-15

8. Deposit account number: 03-1952

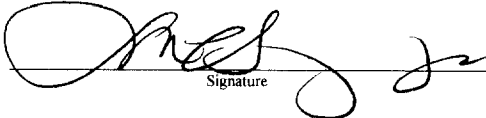
The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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.

Name: Lynn M. Humphreys


Signature

12/13/99
Date

Total number of pages comprising cover sheet, attachments and document: 6

12/29/1999 DWGUYEN 00000018 2201815

01 FC:481	40.00 OP
02 FC:482	425.00 OP

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

sf-799796

TRADEMARK
REEL: 002004 FRAME: 0442

SCHEDULE 1

REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BLUE CHIP	2,201,815	November 3, 1998
BLUE CHIP	2,211,489	December 15, 1998
BLUE CHIP	2,160,889	May 26, 1998
BLUE CHIP	2,164,546	June 9, 1998
BLUE CHIP	2,159,517	May 19, 1998
BLUE CHIP	2,159,518	May 19, 1998
BLUE CHIP	2,164,547	June 9, 1998
BLUE CHIP	2,249,969	June 1, 1999
BLUE CHIP and Design	2,250,001	June 1, 1999
BLUE CHIP and Design	2,246,397	May 18, 1998
BLUE CHIP and Design	2,159,612	May 19, 1998
BLUE CHIP and Design	2,160,925	May 26, 1998
BLUE CHIP and Design	2,246,398	May 18, 1999
BLUE CHIP and Design	2,241,795	April 27, 1999
BLUE CHIP and Design	2,261,341	July 13, 1999

BLUE CHIP and Design

2,251,677

June 8, 1999

BLUE CHIP REWARDS

2,243,189

May 4, 1999

PENDING APPLICATIONS

Mark

Serial No.

Date Filed

BLUE MAGIC

75-401,780

December 8, 1997

ASSIGNMENT OF RIGHTS IN MARKS

WHEREAS, Blue Chip Casino, Inc., an Indiana corporation (the "Assignor"), is the owner of record of certain intellectual property rights, including, but not limited to, certain trademarks and service marks, and applications for registrations thereof; and

WHEREAS, Assignor wishes to assign the entire right, title, and interest in and to certain of Assignor's marks to Blue Chip Casino, LLC, an Indiana limited liability company (the "Assignee").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns, grants, transfers, and sets over to the Assignee all right, title, and interest in and to:

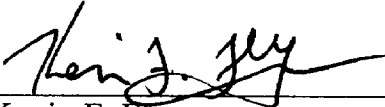
The trademarks and service marks, trade mark and service mark registrations (and applications therefor), and all renewals and extensions thereof filed or prosecuted by or on behalf of Assignor (and the right to apply for such renewals and extensions), which are listed in Schedule 1 of this Assignment (collectively, "Marks"), together with all federal, foreign, state and common law rights, benefits and privileges pertaining thereto, all right, title and interest therein, all goodwill associated therewith, and all rights to causes of action or remedies related thereto (including the right to sue for past infringement or violation of rights associated with the foregoing), and any and all other rights and interests arising out of, in connection with, or in relation to the Marks.

The Assignor also agrees to execute such additional documents, complete such other formalities and extend such other cooperation as may be requested or required to perfect the recordation of this assignment or a counterpart hereof in the applicable national trademark offices or other appropriate offices.

This Assignment shall be governed by and interpreted in accordance with the laws of the State of Indiana and the federal laws of the United States of America.

IN WITNESS THEREOF, the Assignor has executed this document by the name of its duly authorized officer, as of November 10, 1999.

BLUE CHIP CASINO, INC.,
an Indiana corporation

By: 

Kevin F. Flynn
Chief Executive Officer

Schedule 1

oc-126361

RECORDED: 12/17/1999

TRADEMARK
| REEL: 002004 FRAME: 0447