



07-10-2000

Form PTO-156
08/31/92

RECOR



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101399154

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

1. Name of conveying party(ies):

LONDON BRIDGE RESORT, INC.
1150 First Avenue
Suite 900
King of Prussia, Pennsylvania 19406

Individual(s) Association

General Partnership -

Limited Partnership

Corporation - Delaware

Other _____

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

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

LONDON BRIDGE RESORT, LLC
1150 First Avenue
Suite 900
King of Prussia, Pennsylvania 19406

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation _____

Other Delaware Limited Liability Company

3. Nature of conveyance:

Merger
 Security Agreement
 Change of Name
 Other

6-13-00

Execution Date: July 1, 1998

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 names(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

74/665,868
75/223715

B. Trademark registration No.(s)

928,866
956,681
1,587,193

Additional numbers attached? Yes No

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

Name: **Mark B. Harrison, Esq.**
Internal Address: **VENABLE**
Street Address: **1201 New York Ave, N.W.
Suite 1000
Washington, D.C. 20005-3917**

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

22-0261

(Attach duplicate copy of this page if paying by deposit account)

07/07/2000 ASCOTT 00000030 74665868

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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.

Mark B. Harrison, Esq.

Name of Person Signing

Signature

6/13/00

Date

Total number of pages comprising cover sheet: 1

CERTIFICATE OF MERGER
OF
LONDON BRIDGE RESORT, INC.
INTO
LONDON BRIDGE RESORT, LLC

Pursuant to the provisions of Section 18-209 of the Limited Liability Act of the State of Delaware, the undersigned corporation hereby executes the following Certificate of Merger:

ARTICLE ONE

London Bridge Resort, Inc., a Delaware corporation ("LBR Inc."), proposes to be merged with and into London Bridge Resort, LLC a Delaware limited liability company ("LBR LLC").

ARTICLE TWO

The Agreement of Merger by and between LBR Inc. and LBR LLC (the "Agreement of Merger") has been duly approved, adopted, certified, executed and acknowledged by LBR LLC in the manner prescribed in Section 18-404(c) of the Limited Liability Act of the State of Delaware;

The Agreement of Merger has been duly approved, adopted, certified, executed and acknowledged by LBR Inc. in the manner prescribed in Section 252(c) of the General Corporation Law of the State of Delaware.

ARTICLE THREE

The name of the surviving corporation shall be London Bridge Resort, LLC and it shall be governed by the laws of the State of Delaware.

ARTICLE FOUR

An executed copy of the Agreement of Merger is on file at the principal place of business of LBR LLC which is located at 1150 First Avenue, Suite 900, King of Prussia, Pennsylvania, 19406. A copy of the Agreement of Merger will be furnished by LBR LLC on request and without cost to any stockholder of LBR Inc. or any member of LBR I.I.C.

IN WITNESS WHEREOF, this Certificate of Merger has been executed by the President and Secretary of LBR LLC this ____ day of July, 1998.

LONDON BRIDGE RESORT, LLC

By: 
Thomas F. Flatley
President

ATTEST:


Scott O. Egelkamp
Secretary

AGREEMENT OF MERGER

AGREEMENT OF MERGER ("Merger Agreement") dated as of July 1, 1998 by and between London Bridge Resort, Inc., a Delaware corporation ("LBR") and London Bridge Resort, LLC, a Delaware limited liability company ("LBR-LLC"). LBR and LBR-LLC are hereinafter sometimes collectively referred to as the "Constituent Corporations."

LBR-LLC is a single member limited liability company in which 100% of the membership interests ("Membership Interests") are owned by Epic Resorts, LLC.

The authorized capital stock of LBR consists of 1000 shares of common stock, no par value, of which 100 shares are issued and outstanding ("LBR Common Stock") and all of which are owned by Epic Resorts, LLC.

LBR and LBR-LLC desire to effect a merger of LBR with and into LBR-LLC pursuant to the provisions of the Limited Liability Company Act of the State of Delaware (the "DLLCA").

The Board of Directors of LBR and the sole member of LBR-LLC have determined that it is advisable and in the best interests of both LBR and LBR-LLC that LBR merge with and into LBR-LLC upon the terms and subject to the conditions herein provided.

The sole member of LBR-LLC has, by resolution duly adopted, approved this Merger Agreement and directed that it be exercised by the undersigned officers.

The Board of Directors of LBR has, by resolution duly adopted and approved this Merger Agreement, and has directed that it be executed by the undersigned officers and that it be submitted to a vote of the stockholder of LBR.

In consideration of the mutual agreements herein contained, the parties agree that LBR shall be merged with and into LBR-LLC and that the terms and conditions of the merger, the mode of carrying the merger into effect, the manner of converting the shares of Constituent Corporations and certain other provisions relating thereto shall be as hereinafter set forth.

ARTICLE I

THE MERGER

1.01 *Surviving Entity.* Subject to the terms and provisions of this Merger Agreement, and in accordance with the DLLCA, at the Effective Time (as defined in Section 1.07 hereof) LBR shall be merged with and into LBR-LLC (the "Merger"). LBR-LLC shall be the surviving entity (hereinafter sometimes called the "Surviving Company") of the Merger and shall continue its existence as a limited liability company under the laws of the State of Delaware. At the Effective Time, the separate corporate existence of LBR shall cease.

1.02 *Effect of the Merger.* At the Effective Time, the Merger shall have the effects provided for herein and in § 18-209 of the DLLCA.

1.03 *Certificate of Formation.* As of the Effective Time, the Certificate of Formation of LBR-LLC, as in effect immediately prior to the Effective Time, shall become, at the Effective Time, the Certificate of Formation of the Surviving Company until thereafter duly altered, amended or repealed in accordance with the provisions thereof and applicable law.

1.04 *Sole Member of the Surviving Corporation.* At the Effective Time, the sole member of LBR-LLC immediately prior to the Effective Time shall become the sole member of the Surviving Company. LBR shall secure

the resignation as director, effective as of the Effective Time, of each person who is a member of the Board of Directors of LBR immediately prior to the Effective Time.

1.05 Officers of the Surviving Corporation. At the Effective Time, each person who is an officer of LBR-LLC immediately prior to the Effective Time shall become an officer of the Surviving Company with each such person to hold the same office in the Surviving Company as he held in LBR-LLC immediately prior to the Effective Time. LBR shall secure the resignation, effective as of the Effective Time, of each person who is an officer of LBR immediately prior to the Effective Time, except such officers who hold the same positions with LBR as they do in LBR-LLC.

1.06 Effective Time. The Merger shall become effective in accordance with the provisions of § 18-209 of the DLLCA upon the completion of the filing of a certificate of merger with the Secretary of State of the State of Delaware. The date and time when the Merger shall become effective is herein referred to as the "Effective Time."

1.07 Additional Actions. If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Company, title to and possession of any property or right of LBR acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purpose of this Merger Agreement, LBR and its proper officers and directors shall be deemed to have granted hereby to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and the possession of such property or rights in the Surviving Company and otherwise to carry out the purposes of this Merger Agreement; and the proper officers and directors of the Surviving Company are hereby fully authorized in the name of LBR or otherwise to take any and all such action.

ARTICLE II

MANNER, BASIS AND EFFECT OF CONVERTING SHARES

2.01 Conversion of Shares. At the Effective Time:

(a) Each share of LBR Common Stock, issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into a Membership Interest of the Surviving Company;

(a) Each share of LBR, issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and retired and shall cease to exist.

2.02 Effect of Conversion. At and after the Effective Time, each share certificate which immediately prior to the Effective Time represented outstanding shares of LBR ("LBR Stock Certificate") shall be deemed for all purposes to evidence ownership of, and to represent, the number of Membership Interests of LBR-LLC into which the shares of LBR represented by such certificates immediately prior to the Effective Time have been converted pursuant to Section 2.01 hereof. The registered owner of any LBR Stock Certificate outstanding immediately prior to the Effective Time, as such owner appears in the books and records of LBR immediately prior to the Effective Time, shall, until such certificate is surrendered for transfer or exchange, have and be entitled to exercise any voting and other rights with respect to and to receive any dividends or other distributions on the Membership Interests of LBR-LLC into which the shares represented by any such certificate have been converted pursuant to Section 2.01 hereof.

ARTICLE III**AMENDMENT; TERMINATION; MISCELLANEOUS**

3.01 *Amendment.* Subject to applicable law, this Merger Agreement may be amended, modified or supplemented by written agreement of the Constituent Corporations at any time prior to the Effective Time, except that after the approval contemplated by Section 3.01 hereof, there shall be no amendments that would (a) alter or change the amount or kind of membership interests to be received by stockholders of LBR in the Merger, (b) alter or change any term of the Certificate of Formation of LBR-LLC, or (c) alter or change any of the terms and conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any class of stock or membership interests, as applicable, of either of the Constituent Corporations.

3.02 *Abandonment.* At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of LBR or the sole member of LBR-LLC, or both, notwithstanding approval of this Merger Agreement by the sole member of LBR-LLC or the stockholder of LBR, or both.

3.03 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and the same agreement.

3.04 *Statutory Agent in Delaware.* The name and address of the statutory agent in Delaware upon whom any process, notice or demand against LBR or the Surviving Company may be served is:

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, LBR and LBR-LLC have caused this Merger Agreement to be signed by their respective duly authorized officers as of the date first above written.

ATTEST:

LONDON BRIDGE RESORT, LLC
(a Delaware limited liability company)

By: 
Scott V. Egelkamp, Secretary

By: 
Thomas F. Flarley, President

ATTEST:

LONDON BRIDGE RESORT, INC.
(a Delaware corporation)

By: 
Scott V. Egelkamp, Secretary

By: 
Thomas F. Flarley, President