

07-28-2000

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

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1. Name of conveying party(ies):
Mirage Computers

- Individual(s)
- General Partnership
- Corporation-State Nevada
- 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: May 12, 2000

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

Name: Mirage Resorts, Incorporated
Internal Address: _____
Street Address: 3600 Las Vegas Boulevard South
City: Las Vegas State: NV ZIP: 89109

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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)
75/472582 (classes 37, 35,
42, 41 and 9)

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: Mark G. Tratos
Internal Address: Quirk & Tratos
3773 Howard Hughes Parkway
Suite 500 North
Street Address: _____
City: Las Vegas State: NV ZIP: 89109

6. Total number of applications and registrations involved: 1

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

Mark G. Tratos

Name of Person Signing

Signature

May 19, 2000

Date

Total number of pages comprising cover sheet: 10

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

Do not detach this portion

07/27/2000 MTHA11 00000168 75472582

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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: 002110 FRAME: 0056

AGREEMENT

This Agreement, consisting of nine (9) numbered pages, is made by and between Mirage Resorts, Incorporated, a Nevada corporation (hereinafter referred to as "Mirage Resorts") and Mirage Computers, a Nevada corporation.

Statement of Intentions of Parties and Purpose of Agreement

Mirage Resorts owns and operates various resorts, hotels and casinos in Las Vegas, Nevada. In that connection, Mirage Resorts is the owner of numerous federal and state trademark and service mark registrations for the mark **MIRAGE**, including federal Registration No. 1,948,786 issued January 16, 1996, for Resort Hotel Services in International Class 42, and Registration No. 1,870,054 issued December 27, 1994, for Casino Services in International Class 41. In addition, Mirage Resorts is the owner of many other federal trademark and service mark registrations creating a very large family of marks all associated with and identified with Mirage Resorts. These registrations include, but are not limited to, Registration No. 1,710,470 issued August 25, 1992 for **MIRAGE (and design)** in International Classes 41 and 42; Registration No. 1,948,786 issued January 16, 1996 for **MIRAGE (and design)** in International Class 42; Registration No. 1,870,053 issued December 27, 1994 for **THE MIRAGE** in International Class 41; Registration No. 2,140,794 issued March 3, 1998 for **CLUB MIRAGE** in International Class 41; Registration No. 2,054,525 issued April 22, 1997 for **MIRAGE** in International Class 42.

Furthermore, Mirage Resorts has also associated its **MIRAGE** mark with its other resorts. For example, Mirage Resorts is the owner of an entire family of marks, including but not limited to Registration No. 1,984,421 issued July 2, 1996 for **TREASURE ISLAND AT THE MIRAGE** in International Class 42; Registration No. 2,010,396 issued October 22, 1996 for **TREASURE ISLAND AT THE MIRAGE** in International Class 41; Registration No. 1,966,090 issued April 9, 1996 for **TREASURE ISLAND AT THE MIRAGE** in International Classes 9, 21 and 34; Registration No. 1,918,033 issued September 12, 1995 for **TREASURE ISLAND AT THE MIRAGE** in International Class 25; and Registration No. 1,981,369 issued June 18, 1996 for **TREASURE ISLAND AT THE MIRAGE THE ADVENTURE RESORT** in International Class 42.

Since before its opening, Mirage Resorts has sold and distributed a substantial amount of merchandise bearing the **MIRAGE** mark. Moreover, since 1989, Mirage Resorts has used the mark **MIRAGE** in connection with its resort, hotel and casino operations, on various signage which is prominently displayed at Mirage Resorts' business locations, in all national and international advertising and promotions, and on the Internet. The Mirage Resorts' web site can be accessed by most personal computers at MirageResorts.com. Mirage Resorts not only markets and promotes itself over the Internet, it also allows customers to make reservations over the Internet as well.

Mirage Computers conducts a retail and Internet enterprise. Since approximately 1992, Mirage Computers has operated a computer retail business

providing sales of computer hardware and software, computer consulting, custom design of computer systems, computer software installation, computer training services, and installation and maintenance of computer hardware. Mirage Computers is transitioning away from retail stores and sales into an Internet based company with website services and specially designed computer systems becoming its new market focus.

A dispute has arisen between the parties to this Agreement. Mirage Resorts contends that there is a likelihood of confusion between Mirage Resorts' use of the **MIRAGE** mark for its resort services and that Mirage Resorts' rights in the **MIRAGE** mark would be damaged by Mirage Computers' federal registration of the mark the mark shown in Serial No. 75-472582 in Class 37 (building construction, installation and repair services), Class 35 (retail sales), Class 42 (miscellaneous services), Class 41 (education and entertainment services), and Class 9 (electrical apparatus and instruments) and hereby opposes the same. Consequently, Mirage Resorts filed Opposition No. 115,829, on or about October 27, 1999.

Both parties wish to resolve this dispute and to avoid the further increased expense and time commitment of litigation. Accordingly, it is the intention of the parties and the purpose of this Agreement to set forth the terms and conditions upon which this dispute will be resolved.

In consideration of the foregoing intentions and purposes, the parties hereby agree as follows:

1. Acknowledgment of Exclusive Rights

Mirage Computers hereby acknowledges and agrees that Mirage Resorts owns the sole and exclusive right in and to use of the mark **MIRAGE** in connection with retail services in addition to the resort, hotel and casino business. However, to the extent that Mirage Computers has acquired any rights of any nature in the **MIRAGE** name or mark, or any other name or mark derivative thereof or similar thereto, Mirage Computers hereby expressly conveys and transfers such rights, including the goodwill in the mark, to Mirage Resorts, abandons any and all such rights, and agrees that it will hereafter make no claim of entitlement to or ownership of such rights, nor challenge Mirage Resorts' rights to the **MIRAGE** marks.

2. Termination of Use of "Mirage Computers"

On or before June 30, 2000, Mirage Computers will terminate and permanently forbear from all uses of the name and mark "Mirage Computers," or the **MIRAGE** mark, alone or with other components, or any name or mark substantially similar thereto, in all forms and for all purposes, in its business, corporate name, signage, advertising, promotion, web site and meta tags and otherwise in connection with the Internet and for all purposes of every nature whatsoever. In addition, by June 30, 2000, Mirage Computers shall have selected an alternative name for its business and corporate name and shall have taken all necessary steps to change its name with all appropriate governmental entities, trade associations, business associations, business registries

and Internet search engines. Furthermore, to the extent Mirage Computers currently possess and/or utilizes business documents, advertising specialties, promotional literature, and other consumables bearing the **MIRAGE** mark, Mirage Computers shall not use such materials after June 30, 2000, and shall dispose of all inventories thereafter and shall not reorder, recreate, or reprint any such materials.

In exchange for Mirage Computers termination of use of the name "Mirage Computers" and transfer of any and all rights it may have in the **MIRAGE** mark, Mirage Resorts hereby agrees to pay Mirage Computers the amount of \$ [REDACTED] to compensate Mirage Computers for the direct expenses associated with its name change to Mega Micro Technology Group including replacement of signage, letterhead, business cards and associated stationary and shipping labels.

3. Placement of Advertising re: Non-affiliation

To the extent that Mirage Computers causes any advertising to appear, in any print or electronic medium, concerning its transition from the name Mirage Computers to its alternative name and mark, Mega Micro Technologies Group, Mirage Computers will include in all such advertising a statement, in form and manner acceptable to Mirage Resorts, that Mirage Computers and Mega Micro Technologies Group are not affiliated with or sponsored or endorsed by Mirage Resorts.

4. Dismissal of Oppositions.

Mirage Resorts warrants and represents that immediately upon execution of this Agreement, Mirage Resorts shall dismiss Trademark Trial and Appeal Board Opposition Nos. 115,829 regarding registration of the mark shown in Serial No. 75-

472582 in Class 37 (building construction, installation and repair services), Class 35 (retail sales), Class 42 (miscellaneous services), Class 41 (education and entertainment services), and Class 9 (electrical apparatus and instruments).

5. Forbearance from Suit.

Provided that Mirage Computers complies with all terms and conditions of this Agreement, Mirage Resorts will forbear from bringing any action at law or in equity against each other asserting trademark or servicemark infringement, dilution, unfair competition, or related claims arising out of or based upon the facts which have given rise to the present conflicts. However, in the event that any dispute arises with respect to performance under this Agreement, this covenant of forbearance shall be of no effect and Mirage Resorts may take any and all legal action as it deems appropriate, including the right to sue for past infringement, dilution, unfair competition or related claims. In the event that further legal action is necessary to enforce the terms of this Agreement or the subject matter hereof, Mirage Computers will pay the attorneys fees and costs incurred by Mirage Resorts relative to such action. As further consideration for this Agreement, Mirage Computers shall forbear from all actions at law or equity arising out of this Agreement and/or its use of the Mirage Computer marks.

6. Effect on Successors, Assigns, Affiliates, and Related Individuals and Entities.

This Agreement shall be binding on the parties to this Agreement and their successors and assigns, and on their affiliated, parent or subsidiary corporations or otherwise related entities howsoever organized or constituted. Further, this Agreement

shall be binding upon all shareholders, officers, directors, and employees of Mirage Computers. In the event that Mirage Computers shall sell or otherwise convey any or all of its business operations, Mirage Computers shall provide the purchaser or other transferee a full and complete copy of this Agreement.

7. Governing Law.

This Agreement shall be governed by the law of the state of Nevada.

8. Costs and Fees Associated with this Agreement.

Each party shall bear its own costs and fees incurred in the negotiation of this Agreement. However, in the event that legal action ensues to compel the performance of this Agreement, the prevailing party shall be entitled to an award of the reasonable costs and attorney's fees incurred in such action.

9. Interpretation of this Agreement.

This is a negotiated Agreement. Each party has been represented by counsel and has had full opportunity to review and consider the contents of this Agreement. All of the terms contained in this Agreement, including the prefatory statement concerning the intentions of the parties and the purpose of the Agreement, are material terms to the Agreement. In the event that a dispute arises with respect to this Agreement, neither party shall assert that the other party is the drafter of this Agreement, for purposes of resolving ambiguities which may be contained herein.

10. Severability.

If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the

jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect and shall be construed as though such unenforceable or inoperative provisions had never been a part hereof.

11. Entire Agreement.

This Agreement is the entire agreement between the parties.

12. Warranty of Signatories of this Document


Each of the persons signing this Agreement does hereby warrant that he or she is duly authorized to enter this Agreement on behalf of the corporation for which he or she has signed, and that each such corporation has taken all steps necessary to authorize the corporation's entry into this Agreement.

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This Agreement is entered into and effective as of the first date written below.

ACCEPTED AND AGREED TO BY:

MIRAGE RESORTS, INCORPORATED,
a Nevada corporation



Signature

B.A. LEVIN, VP & GENERAL COUNSEL
Printed Name/Title

5/12/00
Date

MIRAGE COMPUTERS,
a Nevada corporation

by 

Signature

ROBERT M. STANDER/Chairman & CEO
Printed Name/Title

MAY 8, 2000
Date