

08-01-2000



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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

Merger Effective Date
Month Day Year

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) Zip Code

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.)

08/01/2000 DNGUYEN 00000100 2121228

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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: 002112 FRAME: 0691

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2121228"/>	<input type="text" value="2140358"/>	<input type="text"/>
<input type="text" value="2117809"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2123222"/>	<input type="text"/>	<input type="text"/>

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.

Robert B. Weir

07/03/00

Name of Person Signing

Signature

Date Signed

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this 9th day of July, 1997, by and among Robinson Property Group Limited Partnership, a Mississippi limited partnership ("RPG"), Horseshoe Gaming, L.L.C., a Delaware limited liability company ("HGLLC"), and Mr. David Simmons, an individual ("Simmons"), with reference to the following recitals of facts:

WITNESSETH

WHEREAS, RPG owns the Horseshoe Casino & Hotel located in Robinsonville, Mississippi (the "Casino");

WHEREAS, RPG is expanding its existing facility to include an approximately 1,000 seat entertainment facility, with a Blues music theme, ("Bluesville") which will also include a museum containing Blues memorabilia (the "Museum"), and a private club area for members and special guests (the "Founders Club");

WHEREAS, RPG, or its parent company HGLLC, has filed applications for tradename with the U.S. Department of Patents and Trademarks to gain federal tradename protection for the names "Bluesville", "Blues & Legends Hall of Fame Museum", "World Blues Preservation Trust", "World Blues Preservation Trust and Design", "61 Crossroads Café", "Face of Singer (miscellaneous design)", and "61 Crossroads Café (stylized)" (the "Names"); and

WHEREAS, Simmons desires to expand potentially the Bluesville concept, to other areas of the country, and desires to own the tradename rights to the Names "Bluesville", "Blues & Legends Hall of Fame Museum", "World Blues Preservation Trust", "World Blues Preservation Trust and Design", "61 Crossroads Café", "Face of Singer (miscellaneous design)", and "61 Crossroads Café (stylized)", and RPG is willing to assign such tradename rights to Simmons in exchange for a perpetual license to use such Names at the Casino's location;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Property. "Property" as used herein shall mean the tradename, trademarks, and service marks "Bluesville", "Blues & Legends Hall of Fame Museum", "World Blues Preservation Trust", "World Blues Preservation Trust and Design", "61 Crossroads Café", "Face of Singer (miscellaneous design)", and "61 Crossroads Café (stylized)" and derivatives thereof.
2. Assignment of Property. RPG agrees that the "Bluesville" concept, and all intellectual property associated therewith, was derived from Simmons, and accordingly, notwithstanding the fact that RPG has made application for tradename protection, the rights to the concept, and all elements associated therewith, are the sole and exclusive property of Simmons. RPG hereby assigns to Simmons, all of its right, title, and interest

in and to the Property, such that RPG shall have no future claims with respect therewith, except as may be specifically provided in this License Agreement.

3. License. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Simmons and RPG, Simmons hereby grants to RPG, and RPG hereby accepts, the non-exclusive and transferable right, license, and privilege of utilizing the Property (the "License"), upon the terms and conditions set forth herein, in connection with RPG's operation of Bluesville (the "Licensed Operation"), the advertising, publicity, and promotion thereof, and the design, manufacturing, marketing, distribution, sale and pricing of such products ancillary to the foregoing as RPG may determine to sell from time to time (the "Licensed Products") at the Licensed Operation. RPG shall be the owner of all rights (including, but not limited to, all patent rights), title and interest in the Licensed Products and all rights relative to sale, distribution, and exploitation of the same, subject, however, to Simmons' (or his designee's) ownership of the Property and all related or derivative copyrights, tradenames, trade dress, trademarks and service marks, including, but not limited to, anything that utilizes the word "Bluesville". RPG shall not knowingly, without the express prior written approval of Simmons, sell or distribute the Licensed Products at other than the Licensed Operation..
4. Reservation of Rights/Exclusivity. All licenses, rights, title and interest, with respect to the Property, not specifically granted to RPG hereunder shall be and are expressly reserved to Simmons and may be fully exploited and utilized by Simmons without condition, limitation, or restriction, except as may be expressly restricted hereinafter by the terms of this License Agreement.
5. Term. The term of this License Agreement shall commence as of the date hereof and shall continue in perpetuity, unless sooner terminated as elsewhere provided herein. In the event HGLLC terminates this License in accordance with the provisions hereunder, Simmons shall be entitled (i) for a period of sixty (60) days after such termination, to acquire any merchandise held by HGLLC (or any of its subsidiaries) in inventory at HGLLC's cost and (ii) for a period of one hundred eighty (180) days after such termination, to acquire any Blues memorabilia owned by HGLLC and/or its subsidiaries upon the terms and conditions agreed to by the parties.
6. Royalty. RPG agrees to pay to Simmons, as full and complete consideration to Simmons for the rights granted under this License Agreement, a percentage of RPG's gross sales, whether for cash or for credit, of merchandise utilizing any of the Names, made or rendered in, upon or from the Licensed Operation, as follows:

first \$1,000,000 of gross annual sales - 5%
next \$500,000 of gross annual sales - 6%
next \$500,000 of gross annual sales - 7%
next \$500,000 of gross annual sales - 8%
over \$2,500,000 of gross annual sales - 9%

Gross sales shall exclude (a) the amount of any city, state or federal sales, use or excise tax on such sales, tax and any other similar governmental imposition or tax; (b) uncollectible credit accounts; (c) returns to suppliers or manufacturers; (d) the amount of refunds or allowances to customers; (e) all sums and credits received in settlement of claims for loss or damage to merchandise; and (f) donations or sales at discount of merchandise to non-profit or charitable institutions. Any merchandise which is provided to a customer of the casino on a complimentary basis shall be deemed sold at its retail price, and Simmons shall be entitled to a royalty thereon at the rate of 5%, and such sales shall be accounted for separately and not aggregated with cash or credit card sales. Such royalty shall be paid to Simmons on a quarterly basis and shall be adjusted annually, if necessary, based upon the certified audited financial statement of RPG.

The parties acknowledge that, pursuant to a separate agreement between the parties entered into concurrently herewith, Simmons is entitled to compensation in the amount of Fifty Thousand Dollars (\$50,000.00) per annum. The parties agree that such Fifty Thousand Dollar (\$50,000.00) payment shall be credited fully on a quarterly basis against the first monies due Simmons under this Section 6.

7. Other Licenses. In the event HGLLC, or any of its subsidiaries, determines, now or in the future, to operate a "Bluesville" at any of its casino locations, Simmons agrees that HGLLC, or such subsidiary, shall be entitled to utilize the License at such location or location upon the same terms and conditions contained herein.
8. Restrictions. Simmons agrees that he shall not own, operate, or license any other facility utilizing the "Bluesville" name in connection with any other casino in the United States without the express prior written consent of RPG, which consent may be withheld in the sole discretion of RPG. In addition, Simmons will not own, operate, or license any other facility using the "Bluesville" name, whether in connection with a casino operation or otherwise, within a one hundred (100) mile radius of the Casino.
9. Exploitation.
 - (a) RPG and Simmons (to the extent Simmons, during the term hereof, owns, operates, or licenses to operate another facility utilizing the Property) agree: (i) that the use of the Property by each party shall be conducted, and the Licensed Products shall be manufactured and sold, with the highest standards and of such style, appearance, and quality as to be adequate and suited for exploitation to the best advantage and to the protection and enhancement of the Property and the goodwill pertaining thereto; (ii) that the Licensed Operation (and any others in the future owned, operated, or licensed to be operated by Simmons) shall be conducted and the Licensed Products will be manufactured, sold, and distributed, in accordance with all applicable international, national, federal, state, and local laws, treaties, and governmental orders and regulations; and (iii) that the policy of sale, distribution, and exploitation by each party shall be of a high standard; and such policy shall in no manner reflect adversely upon the Property.

- (b) Each party understands and agrees that the degradation or misuse of the Property would cause significant economic detriment to the business of the other party, which may be irreparable and for which monetary damages may be an inadequate remedy. Accordingly, each party understands and agrees that the other party shall be entitled to seek and obtain, in addition to monetary damages, equitable relief by way of temporary and/or permanent injunctions and such further relief as any court with jurisdiction may deem just and proper.

10. Costs and Fees of Tradename Protection.

- (a) Simmons and RPG agree that, upon execution of this License Agreement and the Assignment of the Property specified in Section 2 hereof, RPG shall continue to be responsible for any ongoing legal fees and costs incurred in connection with perfecting the tradename protection of the Property, so long as such costs and fees of perfecting Tradename protection are reasonable in RPG's sole and absolute discretion.
- (b) Simmons and RPG agree that, so long as RPG is the only licensee of the Names, it shall bear one-half (1/2) of any costs incurred by Simmons in defending the Tradename protection of the Names, so long as such costs are reasonable in RPG's reasonable discretion. At such time as additional licensees of the Names are granted licenses to the Names by Simmons, each such additional licensee, RPG and Simmons shall bear their pro rata share of any such Tradename defense costs.

11. Representations and Warranties.

- (a) Simmons hereby represents and warrants to RPG as follows:
- (i) The execution and performance of this License Agreement by Simmons will not violate the terms of or otherwise cause a default under any other agreement or understanding, oral or written, to which Simmons is a party to or by which he is bound;
- (ii) This License Agreement is the legal, valid and binding obligation of Simmons and (subject to applicable bankruptcy, insolvency and other laws affecting the enforceability of creditors' rights generally) is enforceable in accordance with its terms. No consent of, or declaration or filing with, any federal, state, municipal, or other governmental authority is required by Simmons for the execution, delivery, or performance of this License Agreement; and
- (iii) to the best of his knowledge, no other person or entity has any prior or superior right to use the Names so as to prevent Simmons from perfecting his interest in the Property, and Simmons is entitled to License the Property to

RPG pursuant to the terms hereof, free and clear of any adverse claims against the Property. Notwithstanding the foregoing, both parties have executed a Federal trademark search and are aware that similar marks exist for other entities and other goods. However, the Federal Trademark Office has not cited conflicts with any work except "61 Crossroads Café".

(b) RPG hereby represents and warrants to Simmons as follows:

- (i) The execution and performance of this License Agreement by RPG will not violate the terms of or otherwise cause a default under any other agreement or understanding, oral or written, to which RPG is a party to or by which it is bound;
- (ii) RPG is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Mississippi. RPG has the full power and authority to execute, deliver, and perform this License Agreement, and the persons executing and delivering this License Agreement, on behalf of RPG, have been duly authorized to so execute and deliver. This License Agreement has been duly authorized and executed by RPG, is the legal, valid and binding obligation of RPG and (subject to applicable bankruptcy, insolvency and other laws affecting the enforceability of creditors' rights generally) is enforceable in accordance with its terms. No consent of, or declaration or filing with, any federal, state, municipal, or other governmental authority is required by RPG for the execution, delivery, or performance of this License Agreement; and
- (iii) to the best of its knowledge, no other person or entity has any prior or superior right to use the Names so as to prevent Simmons from perfecting his interest in the Property, and Simmons is entitled to License the Property to RPG pursuant to the terms hereof, free and clear of any adverse claims against the Property. Notwithstanding the foregoing, both parties have executed a Federal trademark search and are aware that similar marks exist for other entities and other goods. However, the Federal Trademark Office has not cited conflicts with any work except "61 Crossroads Café".

12. Default. If either party shall violate any of its obligations under this License Agreement, the other party shall have the right to terminate this License Agreement by giving written notice of termination to the violating party. Such notice of termination shall be effective thirty (30) days after notice is mailed to the violating party unless the violating party, in the interim, shall remedy the violation to the other party's reasonable satisfaction. In the event there is a dispute as to whether or not the violating party is in default, such thirty (30) day period shall run from the date of the judicial or arbitrator's decision that the violating party is in default.

13. Assignment or Subletting. Simmons may assign any or all of its rights hereunder, but such assignment shall not relieve Simmons of its obligations hereunder. RPG may assign any or all of its rights hereunder, without the consent of Simmons, to any affiliate or subsidiary of RPG, or HGLLC, or to any purchaser of the Casino, and otherwise, only with the prior written consent of Simmons, which may be withheld in Simmons' reasonable discretion. Assignments or sublicenses by RPG permitted or consented to by Simmons hereunder shall not discharge RPG of its obligations hereunder.

14. General Provisions.

(a) Entire Agreement. This License Agreement, together with an Agreement executed concurrently herewith, sets forth the entire agreement between the parties with regard to the subject matter of this License Agreement. All agreements, covenants, representations and warranties, express or implied, oral and written, of the parties with regard to the subject matter of this License Agreement are contained in this License Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either party to the other with respect to the subject matter of this License Agreement. All prior and contemporaneous conversations, negotiations, covenants and warranties with respect to the subject matter of this License Agreement are waived, merged in this License Agreement and superseded by this License Agreement. This is an integrated agreement.

(b) Attorneys' Fees. In any action, litigation or proceeding (including arbitration) between the parties arising out of or in relation to this License Agreement, the prevailing party in such action shall be awarded, in addition to any damages, injunctions or other relief, and without regard to whether or not such matter be prosecuted to final judgment, such party's costs and expenses, including, but not limited to, taxable costs and reasonable attorneys', accountants' and experts' fees incurred in bringing such action, litigation or proceeding and/or enforcing any judgment or order granted therein, all of which shall be deemed to have accrued upon the commencement of such action, litigation or proceeding. Any judgment or order entered in such action, litigation or proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. If the judgment or order should fail to contain such a provision, the prevailing party shall have the right to initiate further action to recover its attorneys' fees incurred in enforcing such judgment or order, which right shall survive the entry of judgment or order in the initial action, litigation or proceeding. For the purpose of this Section 14(b), attorneys' fees shall include, without limitation, fees incurred in the following: (i) post-judgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third-party examinations; (iv) discovery; and (v) bankruptcy litigation.

(c) Interpretation. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any

party. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the Sections of this License Agreement are for convenience only and shall not affect the construction or interpretation of any of the provisions of this License Agreement.

- (d) Waiver and Amendment. This License Agreement may be amended, supplemented, modified and/or rescinded only through an express written instrument signed by all parties or their respective successors and permitted assigns. Any party may specifically and expressly waive in writing any portion of this License Agreement or any breach hereof, but only to the extent such provision is for the benefit of the waiving party, and no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. The consent by one party to any act for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- (e) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of HGLLC), assigns, spouses, heirs and personal and legal representatives.
- (f) Notices. All notices, requests, demands and other communications made under this License Agreement shall be in writing, correctly addressed to the recipient at the addresses set forth under such recipient's signature on the signature page hereto and shall be deemed to have been duly given; (i) upon delivery, if served personally on the party to whom notice is to be given; or (ii) on the date of receipt, refusal or non-delivery indicated on the receipt if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, or by air courier. Any party may give written notice of a change of address in accordance with the provisions of this Section 14(f) and after such notice of change has been received, any subsequent notice shall be given to such party in the manner described at such new address.
- (g) Severability. Each provision of this License Agreement is intended to be severable. Should any provision of this License Agreement or the application thereof be judicially declared to be or becomes illegal, invalid, unenforceable or void, the remainder of this License Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such illegal, void or unenforceable provision of this License Agreement with a valid and enforceable provision that will achieve, to the extent possible, the


economic, business and other purposes of such illegal, void or unenforceable provision.

- (h) Further Action. Each party agrees to perform any further acts and to execute and deliver any other documents which may be reasonably necessary to effect the provisions of this License Agreement.
- (i) Relationship of Parties. This License Agreement does not constitute either party the agent of the other or create a partnership, joint venture or other association between the parties.
- (j) Counterparts. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- (k) Governing Law. This License Agreement shall be governed by and construed under the laws of State of Mississippi.

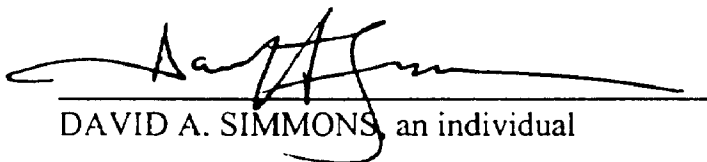
IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first above written.

ROBINSON PROPERTY GROUP LIMITED PARTNERSHIP
a Mississippi limited partnership

By: HORSESHOE GP, INC.,
a Nevada corporation

By: 
Its: President

Robinson Property Group Limited Partnership
c/o Paul R. Alanis
Horseshoe Gaming, Inc.
4024 Industrial Road
Las Vegas, NV 89103
702-650-0080


DAVID A. SIMMONS, an individual

4407 Minden Road
Memphis, TN 38117
901-527-1818