

05-16-2001

Docket No.:

2782/57875



101718897

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To the Honorable Commissioner of Patents and Trademarks Attached original documents or copy thereof.

1. Name of conveying party(ies):

Bally Entertainment Corporation

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

S-3-01

- Assignment
- Security Agreement
- Other **Correct Hilton Hotels' state of incorporation**
- Merger
- Change of Name

Execution Date: **June 6, 1996**

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

Name: **Hilton Hotels Corporation**

Internal Address:

Street Address: **9336 Civic Center Drive**

City: **Beverly Hills** State: **CA** ZIP: **90210**

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attachment



05-03-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #54

Additional numbers

Yes No

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

Name: **Julie A. Katz, Esq.**

Internal Address:

00-000001 070911 00000155 1623605

40.00 DP
1725.00 DP

Street Address: **120 S. Riverside Plaza, 22nd Floor**

City: **Chicago** State: **IL** ZIP: **60606**

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

70

7. Total fee (37 CFR 3.41):.....\$ **\$1,765.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

1765E

23-0920

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.

Julie A. Katz

Name of Person Signing

Signature

May 3, 2001

Date

Total number of pages including cover sheet, attachments, and

16

TRADEMARK

REEL: 002293 FRAME: 0086

EXHIBIT A

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Case Number
BALLY'S TOTAL FITNESS	006,844	01-Dec-89	1,623,605	20-Nov-90	59493
BALLY TOTAL FITNESS NUTRITIONALS	157,749	29-Aug-96			68053
BALLY TOTAL FITNESS	157,797	29-Aug-96			68052

Trademark	Application Number	Filing Date	Registration Number	Registration Date	CaseNumber
BALLY TOTAL FITNESS	162,713	09-Sep-96			68136
BALLY'S LOGO	421,040	04-Aug-93	1,854,914	20-Sep-94	57934
BALLY'S	421,427	04-Aug-93	1,870,035	27-Dec-94	57716

Trademark	Application Number	Filing Date	Registration Number	Registration Date	CaseNumber
BALLY TOTAL FITNESS	638,246	24-Feb-95			61723
BALLY TOTAL FITNESS	640,187	24-Feb-95	1,922,150	06-Aug-96	62315
BALLY'S PROACTIVE SERVICE	640,368	24-Feb-95			61156
B (STYLIZED)	640,369	24-Feb-95	2,030,899	14-Jan-97	62297
BALLY TOTAL FITNESS	655,244	03-Apr-95	1,973,721	14-May-96	62065

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Case Number
BALLY	687,446	02-Oct-87	1,552,562	22-Aug-89	59529
BALLY TOTAL FITNESS AND DESIGN	689,601	16-Jun-95	2,020,345	03-Dec-96	63041
BALLY'S TOTAL FITNESS	800,026	01-Dec-89	1,673,918	28-Jan-92	59486

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Case Number
BALLY (SCRIPT)			639,034	25-Dec-56	60066
BALLY	024,101	13-Jun-94	1,012,119	03-Jun-75	60065
BALLY	063,579	29-May-90	1,646,697	04-Jun-91	60064
VERTICAL CLUB	104,800	09-Oct-90	1,666,141	26-Nov-91	59504
BALLY	155,686	09-Apr-91	1,909,427	01-Aug-95	60062
BALLY (SCRIPT)	155,687	09-Apr-91			60063
B (STYLIZED)	162,874	09-Sep-96			68135
BALLY TOTAL FITNESS	165,335	13-Sep-96			68142
B (STYLIZED)	169,129	20-Sep-96			68274
THE VERTICAL CLUB	174,748	10-Jun-91	1,724,335	13-Oct-92	59482
VERTICAL CLUB AND DESIGN	210,159	04-Oct-91	1,715,953	15-Sep-92	59484
FAST FIFTIES	219,597	07-Nov-91			60151
VERTICAL CLUB AND DESIGN	223,362	16-Jul-79	1,151,961	21-Apr-81	59523
VERTICAL CLUB	262,009	03-Apr-92	1,734,972	24-Nov-92	59483
BALLY CAJUN	265,904	14-Apr-92	1,792,139	07-Sep-93	63875

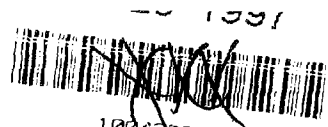
Trademark	Application Number	Filing Date	Registration Number	Registration Date	Case Number
BALLY MARDI GRAS	265,906	14-Apr-92	1,806,687	23-Nov-93	63876
BALLY MAVERICK	265,907	14-Apr-92	1,816,368	11-Jan-94	63873
BALLY GAMING	282,077	04-Jun-92	1,820,490	08-Feb-94	63874
VERTICAL CLUB AND DESIGN	290,857	06-Jul-92	1,733,050	25-May-93	60547
BALLY	481,961	20-Jan-94			59427
BALLY'S	482,460	20-Jan-94	1,904,615	11-Jul-95	59428
BALLY'S (STYLIZED)	485,541	02-Feb-94	1,915,383	29-Aug-95	59549
BALLY'S BELLE OF ORLEANS	487,140	07-Feb-94	2,012,257	29-Oct-96	59450
BALLY	532,200	23-Aug-47	505,218	28-Dec-48	60061

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Case Number
VC	608,793	09-Dec-94			61279
7 HEAVEN	619,697		1,440,235	19-May-87	60186
7 HEAVEN DOLLARS	620,651	18-Sep-86	1,439,550	12-May-87	60187
777 HEAVEN	625,038	10-Oct-86	1,439,557	12-May-87	60706
BALLY'S	666,811	12-Jun-87	1,515,843	06-Dec-88	60110
BALLY'S	666,822	15-Jun-87	1,523,910	07-Feb-89	60109
BALLY SYSTEM 5000	693,699	05-Nov-87	1,547,119	11-Jul-89	63877
BALLY'S GRAND	697,657	25-Nov-87	1,533,712	04-Apr-89	60113
BALLY'S GRAND	697,660	25-Nov-87	1,543,909	13-Jun-89	60114
PIN POOL	699,197	01-Dec-55	637,106	13-Nov-56	60178
BALLY'S LAKEHOUSE	723,086	31-Aug-95			63414
BALLY'S	809,446	27-Jun-89	1,581,959	06-Feb-90	60108
BALLY MIDWAY	M 54 332/9 W	13-Feb-84	1,066,701	06-Aug-84	60728

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Case Number
BIG BUCKS	227,176	04-Dec-91	1,847,026	26-Jul-94	60580
BALLY BOB	535,501	09-Jun-94	1,955,688	13-Feb-96	60673
BILLY'S FOOD & BEVERAGE AND CA	536,223	10-Jun-94			60674
BALLY'S SALOON & GAMBLING HALL	538,625	16-Jun-94	1,955,699	13-Feb-96	60675
BILLY'S FOOD & BEVERAGE AND CA	541,524	10-Jun-94			60925
BALLY BOB DESIGN (1)	543,447	28-Jun-94	1,975,755	28-May-96	61015
BALLY'S CASINO LAKESHORE RESOR	655,246	03-Apr-95	1,973,722	14-May-96	62283
BALLY'S CASINO LAKESHORE RESOR	659,487	03-Apr-95	1,982,255	25-Jun-96	62298
BALLY'S COMMODORE CLUB	666,975	27-Apr-95	2,032,928	21-Jan-97	61739
BALLY'S COMMODORE CLUB AND DESIGN	689,578	16-Jun-95	2,034,472	28-Jan-97	63042
BALLY'S SALOON, GAMBLING HALL HOTEL	711,619	07-Aug-95			63277

Trademark	Application Number	Filing Date	Registration Number	Registration Date	CaseNumber
BALLY'S PARIS	103,801	14-May-96			66953
BALLY'S GAMING U. AND DESIGN	176,918	04-Oct-96			68022
BALLY'S GAMING UNIVERSITY	177,000	04-Oct-96			68023
BALLY'S GAMING U. AND DESIGN 2	183,087	17-Oct-96			68024
BALLY'S GAMING U.	208,253	04-Oct-96			68021
PARIS	653,425	29-Mar-95			62556
PARIS CASINO - RESORT	703,331	18-Jul-95			63160
PARIS CASINO RESORT	703,332	18-Jul-95			62910

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1725/482 D

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To the Honorable Commissioner of Patents and Trademarks

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Bally Entertainment Corporation

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

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

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other
 - Merger
 - Change of Name

Execution Date: June 6, 1996

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

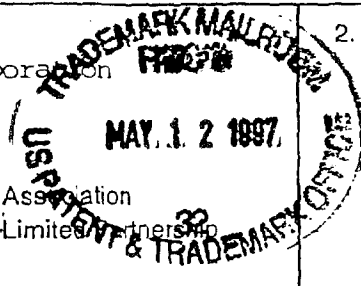
Internal Address:

Street Address: 9336 Civic Center Drive

City: Beverly Hills State: CA ZIP: 90210

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



1100001891

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

A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
See Attached

Additional numbers attached Yes No

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

Name: Julie A. Katz, Esq.

Internal Address: Welsh & Katz, Ltd.

Street Address: 120 S. Riverside Plaza

22nd Floor

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: 70

7. Total fee (37 CFR 3.41).....\$ 1765.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
23-0920

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

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.

Julie A. Katz
Name of Person Signing

Julie A. Katz
Signature

5/12/97
Date

Total number of pages including cover sheet, attachments, and document: 42

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

AGREEMENT AND PLAN OF MERGER

between

HILTON HOTELS CORPORATION

and

BALLY ENTERTAINMENT CORPORATION

Dated as of June 6, 1996,
and amended as of August 15, 1996

COMPOSITE
AGREEMENT

TRADEMARK
REEL: 1590 FRAME: 0179

TRADEMARK
REEL: 002293 FRAME: 0097

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TRADEMARK
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TRADEMARK
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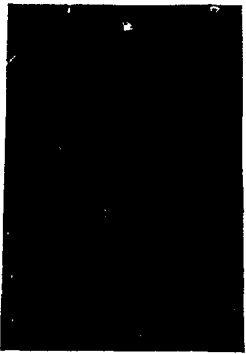
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EXHIBIT A—Form of Opinion of Latham & Watkins

EXHIBIT B—Form of Opinion of Weil, Gotshal & Manges LLP

EXHIBIT C—Form of Tax Certificate of the Company

EXHIBIT D—Form of Tax Certificate of Acquiror

EXHIBIT E—Form of Tax Certificate of Certain Stockholders of the Company

EXHIBIT F—Form of Affiliate Letter

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of June 6, 1996, among HILTON HOTELS CORPORATION, a Delaware corporation ("Acquiror"), and BALLY ENTERTAINMENT CORPORATION, a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, the Company and Acquiror will enter into a business combination transaction pursuant to which the Company will merge with and into Acquiror (the "Merger"), with Acquiror continuing as the surviving corporation (the "Surviving Corporation");

WHEREAS, the respective Boards of Directors of Acquiror and the Company have determined that the Merger would be fair to and in the best interests of their respective stockholders, and such Boards of Directors have approved this Agreement and the transactions contemplated hereby;

WHEREAS, for federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "Code"); and

WHEREAS, Acquiror and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

1.1 *Definitions.* For purposes of this Agreement, the following terms shall have the meanings set forth below:

- "Acquiror Disclosure Schedule" shall have the meaning set forth in Section 10.6.
- "Acquiror SEC Documents" shall have the meaning set forth in Section 5.5.
- "Acquiror Common Stock" shall have the meaning set forth in Section 3.1(c).
- "Acquiror Preferred Stock" shall have the meaning set forth in Section 5.2.
- "Acquisition Proposal" shall have the meaning set forth in Section 7.8(c).
- "Acquiror Rights" shall have the meaning set forth in Section 3.1(c).
- "Acquiror Rights Agreement" shall have the meaning set forth in Section 3.1(c).
- "Acquiror Significant Subsidiaries" shall mean any Subsidiary of Acquiror that constitutes a "Significant Subsidiary" of Acquiror within the meaning of Regulation S-X of the SEC.
- "Acquiror Stock Options" shall have the meaning set forth in Section 5.2.
- "Acquiror Stockholder Approval" shall have the meaning set forth in Section 5.3(a).
- "Acquiror Stockholders' Meeting" shall have the meaning set forth in Section 7.1(e).
- "Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such other Person.

A 1

TRADEMARK
REEL: 1590 FRAME: 0183