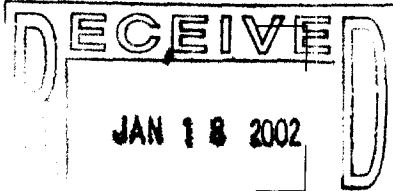


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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

1-18-02

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 # 002113 Frame # 0381

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other _____

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name The Sheraton Desert Inn Corporation Execution Date
Month Day Year
06232000

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Nevada

Receiving Party

Mark if additional names of receiving parties attached

Name Valvino Lamore, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 3145 Las Vegas Blvd S.

Address (line 2) _____

Address (line 3) Las Vegas NV 89109

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Nevada

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of ad hoc representative should be attached. (Designation must be a separate document from Assignment.)

02/04/2002 LNUELLER 00000150 1240614

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 175.00 DP

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: 002436 FRAME: 0857

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)

Registration 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"/>

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<input type="text" value="1789475"/>	<input type="text" value="1822896"/>	<input type="text" value="1836868"/>
<input type="text" value="1982428"/>	<input type="text" value="2134868"/>	<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.

Lauri S. Thompson, Esq.

Lauri S. Thompson

11/19/01

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF U.S. MARKS

This ASSIGNMENT OF U.S. MARKS ("U.S. Mark Assignment") is made and entered into as of the 23 day of June, 2000, by and between SHERATON DESERT INN CORPORATION, a Nevada corporation ("SDIC"), dba Stars' Desert Inn Hotel & Country Club (collectively, "Assignor"), and VALVINO LAMORE LLC, a Nevada limited liability company ("Assignee"), STEPHEN A. WYNN, an individual ("Wynn"), RAMBAS MARKETING CO., LLC ("Rambas"), a Nevada limited liability company, and DESERT INN WATER COMPANY ("DIWC"), a Nevada limited liability company. (Assignee, Wynn, Rambas and DIWC, are collectively referred to herein as, "Purchasers".)

Recitals

A. SDIC, Starwood Hotels & Resorts Worldwide, Inc., a Maryland corporation, and Sheraton Gaming Corporation, a Nevada corporation (collectively, "Sellers"), and Assignee and Wynn executed that certain Asset and Land Purchase Agreement dated April 28, 2000, as amended by that certain First Amendment to Asset and Land Purchase Agreement dated May 26, 2000 between Sellers, Assignee and Wynn, as partially assigned to Rambas and DIWC pursuant to those certain Assignment and Assumption Agreements each dated May 31, 2000, and as further amended from time to time thereafter (the "Purchase Agreement"). Under the Purchase Agreement, Sellers have agreed to sell and Purchasers have agreed to purchase The Desert Inn Hotel and Casino and other related assets, as more specifically described in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor desires to assign, and Assignee desires to accept, all of Assignor's rights, title and interest in and to those certain trademarks and/or servicemarks, as set forth on Exhibit A, attached hereto (each a "Mark", and collectively, the "Marks"), relating to and/or used in the ownership, use, and/or operation of the Assets, and including (i) each Mark's registration (as identified on Exhibit A) and (ii) the goodwill of the business symbolized by each Mark.

NOW, THEREFORE, for consideration of the recitals above and the terms of this U.S. Mark Assignment, Assignor and Assignee agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

2. **Assignment.** Assignor hereby assigns and transfers, without representation or warranty of any kind except as expressly set forth in the Purchase Agreement, to Assignee, effective as of the Closing Date, all of Assignor's rights, title and interest in and to the Marks, including each Mark's registration and the goodwill of the business symbolized by each Mark.

3. **Acceptance.** Assignee hereby accepts this U.S. Mark Assignment, and Assignee assumes all of the Assumed Liabilities relating to the Marks. Purchasers, jointly and severally, acknowledge and agree that this U.S. Mark Assignment is being made without representation or warranty of any kind except as expressly set forth in the Purchase Agreement.

4. Subordination: No Merger. This U.S. Mark Assignment is made pursuant to the Purchase Agreement and is subject to the representations, warranties, covenants and obligations of Sellers and Purchasers set forth therein, all of which shall, as and to the extent set forth in the Purchase Agreement, survive the execution and delivery of this instrument and shall not be deemed merged herein.

5. Full Force and Effect. In order to give full force and effect to this U.S. Mark Assignment, Assignor further agrees to promptly obtain and execute formal assignment documents to assign the Marks, including the filing of Form PTO-1618A, Recordation Form Cover Sheet, a copy of which is attached hereto as Exhibit B, with the U.S. Department of Commerce, Patent and Trademark Office.

6. Binding Effect. This U.S. Mark Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

7. Governing Law. This U.S. Mark Assignment shall be construed and enforced in accordance with the laws of the State of Nevada and applicable federal laws.

8. Severability. If any portion of this U.S. Mark Assignment shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining portions of this U.S. Mark Assignment shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.


9. Counterparts. This U.S. Mark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this U.S. Mark Assignment as of the date first written above.

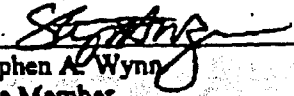
ASSIGNOR

SHERATON DESERT INN CORPORATION,
a Nevada corporation

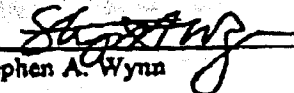
By: 
Name: Mark Lamore
Title: Vice President

ASSIGNEE

VALVINO LAMORE, LLC,
a Nevada limited liability company

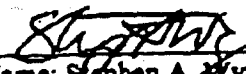
By: 
Stephen A. Wynn
Sole Member

STEPHEN A. WYNN,
an individual

By: 
Stephen A. Wynn


RAMBAS MARKETING CO., LLC,
a Nevada limited liability company

By: Valvino Lamore, LLC,
a Nevada limited liability company,
its sole member

By: 
Name: Stephen A. Wynn
Title: Sole Member

[Signatures continued on Next Page]

DESERT INN WATER COMPANY, LLC,
a Nevada limited liability company

By: 
Name: Stephen A. Wynn
Title: Sole Member

Attachment: Exhibit A - Schedule of United States Marks Owned By Sheraton Desert Inn Corporation
Exhibit B - Form PTO-1618

EXHIBIT A

UNITED STATES MARKS OWNED BY
SHERATON DESERT INN CORPORATION

MARK	GOODS, SERVICES AND CLASS*	REGISTRATION NUMBER AND DATE	STATUS
TEURAGE POINTE	Restaurant services (42)	2,134,868 02/03/98	Registered
CELEBRITY SLOT CLUB	Casino services, entertainment services, in the nature of live magic shows, and live musical, comedy, and theatrical performances (41); hotel and restaurant services (42)	1,982,428 06/23/96	Registered The words "slot club" are disclaimed
DI	Barborecs, jackets, caps, shirts, t-shirts, dresses, nightshirts and warm-up suits (25); providing facilities for golf, tennis and casino gambling; country club services, entertainment services, namely, providing stage show entertainment (41); hotel, restaurant and bar services and retail store services featuring clothing, jewelry, gift items, playing cards, stationery products, tobacco products, and sundry items (42)	1,822,896 02/22/94	Registered Sections 8 & 15 Affidavit accepted on May 11, 2000
LAS VEGAS SENIOR CLASSIC (and design)	Hats and shirts (25); entertainment in the nature of golf tournaments (41)	1,436,868 05/17/94	Registered The words "senior classic" are disclaimed The words "Las Vegas" are disclaimed

* Class number indicated in parentheses.

MARK	GOODS, SERVICES AND CLASS	REGISTRATION NUMBER AND DATE	STATUS
DI SPA	Health club services (41)	1,375,144 12/08/95	Registered Sections 8 & 15 Affidavit accepted on April 7, 1992 The word "spa" is disclaimed
DESERT INN COUNTRY CLUB & SPA	Entertainment services, namely, providing stage shows, facilities for golf and tennis, health club services and casino services (41); hotel, restaurant and bar services and health resort services (42)	1,376,356 12/17/95	Registered Partial Section 8 Affidavit accepted on April 7, 1992 Class 42 cancelled under Section 8 on May 19, 1992 The words "inn" and "country club & spa" are disclaimed
DESERT INN	Providing entertainment services, namely, providing stage show entertainment, and facilities for golf, tennis, and casino gambling (41); providing hotel, restaurant and bar services (42)	1,240,614 05/31/93	Registered Sections 8 & 15 Affidavit accepted on November 17, 1989 The word "inn" is disclaimed
DI (and design)	Barbecue, jackets, caps, shirts, t-shirts, dresses, nightshirts and warm-up suits (25); providing facilities for golf, tennis and casino gambling; country club services; entertainment services; namely, providing stage show entertainment (41); hotel, restaurant and bar services and retail store services featuring clothing, jewelry, gift items, playing cards, stationery products, tobacco products, and sundry items (42)	1,789,475 08/24/93	Registered Record Owner of the Mark is Start' Desert Inn Hotel & Country Club, a registered office of Sheraton Desert Inn Corporation, with County of Clark, File #170022)

EXHIBIT B

FORM PTO-1618

See Attached

Atty: EAE/msr Check No. N/A

Paper: Recordation Cover Sheet
Assignment of U.S. Marks
Acknowledgement Postcard

Filed in the United
States Patent & Trademark Office on

DATE: July 12, 2000

DATE DUE: N/A

Reg. No. 1,976,362

Client: 1542

File: 50140

Mark: Sheraton Desert Inn Celebrity Slot Club Las Vegas

Applicant: Starwood Hotels and Resorts Worldwide, Inc.