FORM PTO-1594
1-31-92

Tab settings ⇨ ⇨ ⇨

05-02-2002

102076025

R SHEET
NLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of ... record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bellagio, LLC

- ☐ Individual(s)
- ☐ General Partnership
- ☐ Corporation-State
- ☒ Other Nevada limited liability company
- ☐ Association
- ☐ Limited Partnership

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

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

Name: U.S. Bank National Association, as Collateral Agent

Internal Address: Attn: MGM Mirage Acct Officer Corporate Trust Dept.

Street Address: 550 S. Hope St., Suite 500

City: Los Angeles State: CA ZIP: 90071

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other national banking association

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

3. Nature of conveyance:

- ☐ Assignment
- ☒ Security Agreement
- ☐ Other
- ☐ Merger
- ☐ Change of Name

Execution Date: February 13, 2002

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

A. Trademark Application No.(s)

See attached Exhibit A

B. Trademark registration No.(s)

see attached Exhibit A

Additional numbers attached? ☐ Yes ☐ No

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

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41):..... $ 440.00

- ☒ 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.

William Scott IV, Esq. — Name of Person Signing

Signature

3/08/02 — Date

Total number of pages comprising cover sheet: 54

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

05/03/2002 GTON11 00000051 76096893

01 FC:481 40.00 OP
02 FC:482 400.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 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), Washington, D.C. 20503.

EXHIBIT A

BELLAGIO FEDERAL REPORT

Owner: Bellagio, LLC

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes
B Bellagio (stylized)	76/096,893	26-Jul-00	Pending		41
B Bellagio (stylized)	76/096,892	26-Jul-00	2,514,690	04-Dec-01	42
Bellagio	74/694,040	26-Jun-95	2,232,487	16-Mar-99	42
Bellagio	74/132,691	23-Jan-91	1,706,869	11-Aug-92	25
Bellagio	75/703,287	11-May-99	Pending		3
Bellagio	75/456,298	25-Mar-98	2,313,142	01-Feb-00	25
Bellagio	74/694,039	26-Jun-95	2,232,486	16-Mar-99	41
Beau Rivage	75/976,756	17-Oct-94	2,497,150	09-Oct-01	6, 9 & 20
Bellagio Gallery of Fine Art	75/464,354	08-Apr-98	2,260,030	06-Jul-99	35
Café Bellagio	75/414,867	22-Dec-97	Pending		42
CAPRI	75/460,754	01-Apr-98	2,322,361	22-Feb-00	35
Dunes	73/489,719	13-Jul-84	1,401,610	15-Jul-86	41
Fortune Builder	75/456,299	25-Mar-98	2,271,196	17-Aug-99	41
Fountains of Bellagio	76/258,009	16-May-01	Pending		9
FREEPLAY	76/327,601	18-Oct-01	Pending		41
Shintaro	75/414,866	22-Dec-97	2,235,420	23-Mar-99	42
Via Bellagio	75/467,978	14-Apr-98	2,298,934	07-Dec-99	36

TRADEMARK SECURITY INTEREST ASSIGNMENT

This TRADEMARK SECURITY INTEREST ASSIGNMENT ("Assignment") is made and entered into as of February 13, 2002 by MGM MIRAGE, a Delaware corporation formerly known as MGM Grand, Inc. ("Company"), each of the other persons listed on the signature pages hereof and each additional person which may hereafter become a party hereto by the execution and delivery of a Joinder hereto in the form of Exhibit A hereto (the Company, each such person so listed and each such person executing and delivering such Joinder, collectively, the "Grantors" and each, individually, a "Grantor"), jointly and severally, in favor of the Collateral Agent under the Intercreditor Agreement for the benefit of each of the Creditor Representatives and Creditors named therein, collectively, as Secured Party, with reference to the following facts:

RECITALS

A. Pursuant to the Credit Documents (as defined in the Intercreditor Agreement referred to below), each of the Grantors have incurred indebtedness for borrowed money or have guaranteed such indebtedness incurred by the Company or its Restricted Subsidiaries.

B. The Company, Mirage Resorts Incorporated, a Nevada corporation and certain subsidiaries thereof have entered into a Collateral Agent and Intercreditor Agreement dated as of the date hereof with U.S. Bank National Association, as Collateral Agent, and each of the Creditor Representatives named therein (as may be amended, modified, supplemented or extended from time to time, the "Intercreditor Agreement").

C. Each Grantor is required to enter into this Assignment pursuant to the provisions of the Intercreditor Agreement and as a condition to the continued availability of the credit facilities under the Credit Documents.

D. Each Grantor expects to realize direct and indirect benefits as a result of the continued availability of the aforementioned credit facilities.

AGREEMENT

NOW, THEREFORE, in order to induce the Creditors to continue to extend the aforementioned credit facilities to the Company and certain of its Restricted Subsidiaries, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

1. Definitions. This Assignment is the Trademark Assignment referred to in the Intercreditor Agreement. Capitalized terms defined in the Intercreditor Agreement and not otherwise defined in this Assignment shall have the meanings defined for those terms in the Intercreditor Agreement. Capitalized terms defined in the Short Term Loan Agreement and not otherwise defined in this Assignment or the Intercreditor Agreement shall have the meanings defined for those terms in such Short Term Loan Agreement. As used in this Assignment, the following terms shall have the meanings respectively set forth after each:

"Assignment" means this Trademark Security Interest Assignment, and any extensions, modifications, renewals, restatements, supplements or amendments hereof, including any documents or agreements by which additional Grantors become party hereto.

"Collateral" means and includes all of the following: (a) all of Grantors' now-existing, or hereafter acquired, right, title, and interest in and to all of Grantors' trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear, and all designs and general intangibles of a like nature; all applications (other than intent to use applications), registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including those trademarks, terms, designs, and applications described in Schedule 1 hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including any claims by Grantors against third parties for past, present and future infringement of the Trademarks or any licenses with respect thereto.

"Collateral Agent" means the Collateral Agent from time to time under the Intercreditor Agreement. The initial Collateral Agent is U.S. Bank National Association.

"Gaming Boards" means, collectively, (a) the Nevada Gaming Commission, (b) the Nevada State Gaming Control Board, (c) the New Jersey Casino Control Commission, (d) the New Jersey Division of Gaming Enforcement, (e) the Mississippi Gaming Commission, (f) the Michigan Gaming Control Board and (g) any other Government Agency that holds regulatory, licensing or permit authority over gambling, gaming or casino activities conducted by Company or any Restricted Subsidiary within its jurisdiction.

"Gaming Laws" means all laws, and rules or regulations promulgated thereunder, pursuant to which any Gaming Board holds regulatory, licensing or permit authority over gambling, gaming or casino activities conducted by Company or any Restricted Subsidiary within its jurisdiction.

"Government Agency" means (a) any international, foreign, federal, state, county or municipal government, or political subdivision thereof, (b) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body or (c) any court or administrative tribunal of competent jurisdiction.

"Grantor" and "Grantors" has the meaning set forth in the preamble of parties to this Assignment.

"Intercreditor Agreement" has the meaning given in the Recitals.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance or lien of any kind, whether voluntarily incurred or arising by operation of law or otherwise, affecting any property, including any agreement to grant any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security interest, or the filing of or agreement to give any financing statement (other than a precautionary financing statement with respect to a lease that is not in the nature of a security interest) under the Uniform Commercial Code or comparable law of any jurisdiction with respect to any property.

"Secured Obligations" means, as to each Grantor, all present and future Obligations, of any type or nature, of such Grantor to Secured Party arising under or relating to any Credit Document or Collateral Document executed by such Grantor, including any Obligations of such Grantor arising under or relating to the Multi-Year Loan Agreement, the Short Term Loan Agreement,

the Company 6.95% Notes Due 2005, the Company 6 7/8% Notes Due 2008, the Company 8 ½% Notes Due 2010, the Mirage 6.625% Notes Due 2005, the Mirage 6.75% Notes Due 2007, the Mirage 6.75% Notes Due 2008, the Mirage 7.25% Notes Due 2006, the Mirage 7.25% Debentures Due 2017, any Existing Guarantee or any New Guarantee or any Additional Qualified Obligations, in each case as at any time amended, modified, supplemented or extended, whether due or to become due, matured or unmatured, liquidated or unliquidated or contingent or noncontingent including Obligations of performance as well as Obligations of payment and including interest that accrues after the commencement of any bankruptcy or insolvency proceeding by or against any Grantor, provided that the liability of Detroit is limited to that portion of the Obligations which are used, directly or indirectly, to finance the design, development, construction or operation of the Detroit Project or which are actually borrowed or received by Detroit.

"Secured Party" means the Collateral Agent who shall receive and hold the assignments made hereunder for the benefit of the Creditor Representatives, the Creditors, and each of them or any one or more of them. Subject to the terms of the Intercreditor Agreement, any right, remedy, privilege or power of Secured Party shall be exercised by the Collateral Agent, or by the Majority Representatives, or by any Creditor acting with the consent of the Majority Representatives.

2. Assignment. For valuable consideration, Grantors, and each of them, hereby jointly and severally grant and assign to Secured Party a security interest, to secure the prompt and indefeasible payment and performance of the Secured Obligations, and each of them, in and to all of the presently existing and hereafter acquired Collateral subject, in the case of the specific Collateral (the "Restricted Collateral") of the specific Grantors (the "Restricted Grantors") identified on Exhibit "B" hereto, to compliance with applicable Gaming Laws. This Assignment is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them and notwithstanding the bankruptcy of any Grantor or any other event or proceeding affecting any Grantor.

3. Representations, Warranties and Covenants. Grantors, and each of them, represent, warrant and agree that:

(a) All of the existing Collateral is valid and subsisting in full force and effect, and Grantors own the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Grantors will, at their expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting, and registered trademarks, including the filing of any renewal affidavits and applications. The Collateral is not subject to any Liens, claims, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, except as permitted by the Credit Documents.

(b) As of the date hereof, none of Grantors has any Trademarks registered, or subject to pending applications, in the USPTO, or any similar office or agency in the United States, or any other country that are material to the conduct of the business of Grantors, taken as a whole, other than those described in Schedule 1 (the "Scheduled Trademarks"). Except for the Scheduled Trademarks, none of Grantors maintains registrations of, or applications for, any trademarks for such Grantor's own use under the name of a subsidiary or other entity, except for registrations and applications by Restricted Subsidiaries that are Grantors under this Assignment and which, taken as a whole, are material to the conduct of the business of Grantors.

TRADEMARK
REEL: 002497 FRAME: 0863

(c) No Grantor shall file any application for the registration of a trademark with the USPTO or any similar office or agency in the United States, any State therein, or any other country, unless such Grantor has informed Secured Party of such action in advance or informs Secured Party promptly thereafter. Upon request of Secured Party, Grantors shall execute and deliver to Secured Party any and all agreements, instruments, documents, and such other papers as may be requested by Collateral Agent to evidence the assignment of a security interest to Secured Party of such trademark (but not including assignment of intent to use applications). None of Grantors shall maintain registrations of, or applications for, any trademarks for such Grantor's own use under the name of a subsidiary or other entity, except for registrations and applications by Restricted Subsidiaries that are Grantors under this Assignment. Each Grantor authorizes Secured Party to modify this Assignment by amending Schedule 1 to include any new trademark or service mark, and any trademark or service mark renewal of any Grantor applied for and obtained hereafter.

(d) No Grantor has abandoned any of the Trademarks, and no Grantor will do any act, or omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable, where such abandonment, cancellation, invalidation, unenforceability, avoidance or avoidability may constitute a Material Adverse Effect. Each Grantor shall notify Secured Party promptly if it knows, or has reason to know, of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, or unenforceable so as to constitute a Material Adverse Effect.

(e) Grantors will render any assistance, as Secured Party may reasonably determine is necessary, to Secured Party in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, or any State therein, or any other country, to protect Secured Party's security interest in the Trademarks.

(f) Grantors assume all responsibility and liability arising from the use of the Trademarks, and each Grantor hereby indemnifies and holds the Collateral Agent and each of the Creditor Representatives and Creditors harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by any Grantor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Grantor or any affiliate or subsidiary thereof.

(g) Grantors shall promptly notify Secured Party in writing of any adverse determination in any proceeding in the USPTO or any other foreign or domestic Governmental Agency, court or body, regarding any Grantor's ownership of any of the Trademarks. In the event of any material infringement of any of the Trademarks by a third party, Grantors shall promptly notify Secured Party of such infringement and sue for and diligently pursue damages for such infringement.

(h) Each Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, assurances, and instruments, in each case in form and substance satisfactory to Secured Party, relating to the creation, validity, or perfection of the security interests provided for in this Assignment under 35 U.S.C. Section 261, 15 U.S.C. Section 1051 et seq., the Uniform Commercial Code or other law of the United States, the State of Nevada, or of any countries or other States as Secured Party may from time to time

reasonably request, and shall take all such other action as Secured Party may reasonably require to more completely vest in and assure to Secured Party its security interest in any of the Collateral, and each Grantor hereby irrevocably authorizes Secured Party or its designee, at such Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without such Grantor's signature, as Secured Party may reasonably deem appropriate. In the event that any recording or refiling (or the filing of any statement of continuation or assignment of any financing statement) or any other action, is required at any time to protect and preserve such security interest, Grantors shall, at their sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be reasonably requested by Secured Party. Each Grantor further authorizes Secured Party to have this or any other similar security agreement recorded or filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(i) Secured Party is hereby irrevocably appointed by each Grantor as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of any or all Grantors, such financing statements and other documents and agreements, and to take such other action as Secured Party may deem necessary for the purpose of perfecting, protecting or effecting the security interests granted herein and effected hereby, and any Liens necessary or desirable to implement or effectuate the same, under any applicable law, and Secured Party is hereby authorized to file on behalf of and in the name of any or all Grantors, at Grantors' sole expense, such financing statements, documents and agreements in any appropriate government office.

(j) Secured Party may, in its sole discretion, pay any amount, or do any act which Grantors fail to pay or do as required hereunder to preserve, defend, protect, maintain, record, amend, or enforce the Secured Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, and reasonable attorneys' fees. Grantors will be liable to Secured Party for any such payment, which payment shall be deemed an advance to Grantors, shall be payable on demand, together with interest at the Prime Rate plus two percent, and shall be part of the Secured Obligations.

(k) The Restricted Grantors are required by applicable Gaming Laws to obtain the approvals and consents of the Gaming Boards identified on Exhibit "B" hereto in order to grant and assign a security interest in the Restricted Collateral and each Grantor agrees to use its ongoing best efforts to obtain, or to assist Collateral Agent in obtaining, all such approvals and consents.

4. Event of Default. There shall be an Event of Default hereunder upon the occurrence and during the continuance of a Trigger Event under the Intercreditor Agreement.

5. Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under law, the Intercreditor Agreement, any Credit Document or Collateral Document or otherwise, and subject to compliance with applicable Gaming Laws, Secured Party may enforce its security interest hereunder which may be exercised without notice to, or consent by, any Grantor, except as such notice or consent is expressly provided for hereunder. Upon such enforcement:

TRADEMARK
REEL: 002497 FRAME: 0865

(a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantors or any subsidiary of any Grantor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Collateral, or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Grantors with such notice as may be required under the Nevada Uniform Commercial Code but in no event less than 5 days prior written notice. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to Company, on behalf of all Grantors. Each Grantor hereby irrevocably appoints Company as its agent for the purpose of receiving notice of sale hereunder, and agrees that such Grantor conclusively shall be deemed to have received notice of sale when notice of sale has been given to Company. Each Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided in this Section 5(c). Secured Party shall have the power to buy the Collateral, or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Grantors shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Section 5(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantors, and each of them, pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantors agree to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party may apply the proceeds actually received from any such use, license, assignment, sale, or other disposition of Collateral as provided in the Intercreditor Agreement. Grantors shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Grantors will pay Secured Party, on demand, any such unpaid amount, together with interest at the rate(s) set forth in the applicable Credit Documents to which such Secured Obligations relate.

(f) Upon request of Secured Party, Grantors shall supply to Secured Party, or Secured Party's designee, Grantors' knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantors' customer lists and other records relating to the Trademarks and the distribution hereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the

Credit Documents, the Collateral Documents, this Assignment, or otherwise shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Credit Documents, the Collateral Documents, at law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. Waivers.

(a) Each Grantor hereby waives any and all rights that it may have to a judicial hearing, if any, in advance of the enforcement of any of Secured Party's rights hereunder, including its rights following any Event of Default and during the continuance thereof to take immediate possession of the Collateral and exercise its rights with respect thereto.

(b) Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Assignment and the Collateral subject to a security interest hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Each Grantor hereby agrees that it will not invoke any law relating to the marshalling of Collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Assignment or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and each Grantor hereby irrevocably waives the benefits of all such laws.

(c) Except for notices specifically provided for herein, each Grantor hereby expressly waives demand, notice, protest, notice of acceptance of this Assignment, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to Secured Obligations and any Collateral therefor, each Grantor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, of any person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by law. Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other Collateral or sources of reimbursement for liability. Secured Party shall not be deemed to have waived any of its rights upon or under the Credit Documents or the Collateral Documents or to the Collateral unless such waiver be in writing and signed by the Secured Party. The exercise of the rights under this Assignment are not intended by the parties to constitute an "action" within the meaning of Nevada Revised Statutes § 40.430. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Secured Party under the Credit Documents or the Collateral Documents or on the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

7. Costs and Expenses.

(a) Grantors will pay any and all charges, costs and taxes incurred in implementing or subsequently amending this Assignment, including recording and filing fees,

appraisal fees, stamp taxes, and reasonable fees and disbursements of Secured Party's counsel incurred by Secured Party, and the allocated cost of in-house counsel to Secured Party, in connection with this Assignment, and in the enforcement of this Assignment and in the enforcement or foreclosure of any Liens, security interests or other rights of the Secured Party under this Assignment, or under any other documentation heretofore, now, or hereafter given to Secured Party in furtherance of the transactions contemplated hereby.

(b) Grantors agree to reimburse Secured Party for and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Assignment, or the exercise of any rights or powers hereunder, including reasonable attorneys' fees and disbursements, and the allocated cost of in-house counsel to the Secured Party, except losses, expenses and liabilities arising out of Secured Party's own gross negligence or willful misconduct.

8. Continuing Effect. This Assignment shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets.

9. Joinder. Any other person may become a Grantor hereunder and become bound by the terms and conditions of this Assignment by executing and delivering to Collateral Agent an Instrument of Joinder substantially in the form attached hereto as Exhibit A, accompanied by such documentation as Collateral Agent may require to establish the due organization, valid existence and good standing of such person, its qualification to engage in business in each material jurisdiction in which it is required to be so qualified, its authority to execute, deliver and perform this Assignment, and the identity, authority and capacity of each authorized official thereof authorized to act on its behalf.

10. Release of Grantors. This Assignment and all Secured Obligations of Grantors hereunder shall be released when all Secured Obligations have been paid in full in cash or otherwise performed in full and when no portion of the Commitments of any Creditor under any Credit Document remain outstanding or at such earlier time as such release is required pursuant to the Intercreditor Agreement. Upon such release of Grantors' Secured Obligations hereunder, Secured Party shall return any Collateral to Grantors, or to the person or persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, required by law for the return of the Collateral to Grantors, or to the person or persons legally entitled thereto, and to evidence or document the release of Secured Party's interests arising under this Assignment, all as reasonably requested by, and at the sole expense of, Grantors.

11. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as Collateral Agent under the Intercreditor Agreements, this Assignment and the other Credit Documents and Collateral Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any Property (including any Collateral assigned hereunder), title, right or power deemed necessary for the purposes of such appointment.

12. WAIVER OF JURY TRIAL. EACH GRANTOR AND SECURED PARTY EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM,

TRADEMARK
REEL: 002497 FRAME: 0868

DEMAND, ACTION OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS ASSIGNMENT, THE CREDIT DOCUMENTS, THE COLLATERAL DOCUMENTS, THE INTERCREDITOR AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. EACH GRANTOR AND SECURED PARTY AGREE THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY ARE WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS ASSIGNMENT, THE CREDIT DOCUMENTS, THE COLLATERAL DOCUMENTS, THE INTERCREDITOR AGREEMENT OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS ASSIGNMENT, THE CREDIT DOCUMENTS, THE COLLATERAL DOCUMENTS AND THE INTERCREDITOR AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

13. **GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA AND THE LOCAL LAW OF THE STATE OF NEVADA.**

14. Miscellaneous.

(a) Subject to the terms of the Intercreditor Agreement, Grantors and Secured Party may from time to time agree in writing to the release of certain of the Collateral from the security interest created hereby.

(b) Any notice, request, demand or other communication required or permitted under this Assignment shall be in writing and shall be deemed to be properly given if done in accordance with Section 15 of the Intercreditor Agreement.

(c) Except as otherwise set forth in the Intercreditor Agreement, the provisions of this Assignment may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Secured Party and Grantors.

(d) Except as otherwise set forth in the Intercreditor Agreement or this Assignment, any waiver of the terms and conditions of this Assignment, or any Event of Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Assignment to be given, may be made or given with, but only with, the written consent of Secured Party on such terms and conditions as specified in the written instrument granting such waiver, consent or approval.

(e) Any failure or delay by Secured Party to require strict performance by Grantors of any of the provisions, warranties, terms, and conditions contained herein, or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein, or in any other agreement, document, or instrument, shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantors, specifying such waiver.

(f) If any term or provision of this Assignment conflicts with any term or provision of the Intercreditor Agreement, the term or provision of the Intercreditor Agreement shall control.

(g) If any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Assignment.

(h) This Assignment supersedes all prior oral and written assignments and agreements between the parties hereto on the subject matter hereof.

(i) "Includes" and "including" are not limiting. "Or" is not exclusive. "All" includes "any" and "any" includes "all".

(j) This Assignment shall be binding upon, and for the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

(k) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

(l) If any Grantor is or becomes a New Jersey casino licensee or the holding company of a New Jersey casino licensee, this Agreement and certain of the rights and remedies of the respective parties thereto will be subject to compliance with the New Jersey Casino Control Act and the rules and regulations promulgated thereunder.

[Remainder of this page intentionally left blank]

TRADEMARK
REEL: 002497 FRAME: 0870

IN WITNESS WHEREOF, each Grantor has executed this Assignment by its duly authorized officer as of the date first written above.

"Grantors"

MGM MIRAGE,
a Delaware corporation

AC HOLDING CORP.,
a Nevada corporation

AC HOLDING CORP. II,
a Nevada corporation

BEAU RIVAGE MARKETING CORP.,
a Nevada corporation

BELLAGIO, LLC,
a Nevada limited liability company

BOARDWALK CASINO, INC.,
a Nevada corporation

COUNTRY STAR LAS VEGAS, LLC,
a Nevada limited liability company

DESTRON, INC.,
a Nevada corporation

DESTRON MARKETING, INC.,
a Nevada corporation

GNL, CORP.,
a Nevada corporation

GNLV, CORP.,
a Nevada corporation

GNLV MARKETING CORP. – CANADA,
a Nevada corporation

GNS FINANCE CORP.,
a Nevada corporation

By: Bryan L. Wright
Bryan Wright
Assistant Secretary of each of the foregoing other than MGM MIRAGE and Vice President - Assistant General Counsel and Assistant Secretary of MGM MIRAGE

[Trademark Security Interest Assignment -- Signature Page]

GOLDEN NUGGET AVIATION CORP.,
a Nevada corporation

GOLDEN NUGGET EXPERIENCE, LLC,
a Nevada limited liability company

GOLDEN NUGGET FINANCE CORP.,
a Nevada corporation

GOLDEN NUGGET MANUFACTURING CORP.,
a Nevada corporation

GOLDEN NUGGET MARKETING CORP. – ILLINOIS,
a Nevada corporation

GRAND LAUNDRY, INC.,
a Nevada corporation

LV CONCRETE CORP.,
a Nevada corporation

METROPOLITAN MARKETING, LLC,
a Nevada limited liability company

MGM GRAND HOTEL, LLC,
a Nevada limited liability company

MGM GRAND MOVIEWORLD, INC.,
a Nevada corporation

MGM GRAND RESORTS, LLC,
a Nevada limited liability company

MGM MIRAGE ADVERTISING, INC.,
a Nevada corporation

MGM MIRAGE DESIGN GROUP,
a Nevada corporation

MGM MIRAGE DEVELOPMENT, INC.,
a Nevada corporation

By: Bryan J. Wright
Bryan Wright
Assistant Secretary of each of the foregoing

MGM MIRAGE ENTERTAINMENT AND SPORTS,
a Nevada corporation

MGM MIRAGE HUMAN RESOURCES, INC.,
a Nevada corporation

MGM MIRAGE INTERNATIONAL,
a Nevada corporation

MGM MIRAGE OPERATIONS, INC.,
a Nevada corporation

MGM MIRAGE RESTAURANT DEVELOPMENT, LLC,
a Nevada limited liability company

MGM MIRAGE RETAIL,
a Nevada corporation

MGM MIRAGE RISK MANAGEMENT,
a Nevada corporation

MH, INC.,
a Nevada corporation

M.I.R. TRAVEL,
a Nevada corporation

MIRAGE LAUNDRY SERVICES CORP.,
a Nevada corporation

MIRAGE LEASING CORP.,
a Nevada corporation

MIRAGE RESORTS, INCORPORATED,
a Nevada corporation

MRGS CORP.,
a Nevada corporation

NEW PRMA LAS VEGAS, INC.,
a Nevada corporation

NEW YORK - NEW YORK HOTEL & CASINO, LLC,
a Nevada limited liability company

By: Bryan L. Wright
Bryan Wright
Assistant Secretary of each of the foregoing

PRMA LAND DEVELOPMENT COMPANY,
a Nevada corporation

PRMA, LLC,
a Nevada limited liability company

RESTAURANT VENTURES OF NEVADA, INC.,
a Nevada corporation

THE APRIL COOK COMPANIES,
a Nevada corporation

THE MIRAGE CASINO-HOTEL,
a Nevada corporation

THE PRIMADONNA COMPANY, LLC,
a Nevada limited liability company

TREASURE ISLAND CORP.,
a Nevada corporation

TREASURE ISLAND PRODUCTIONS, INC.,
a Nevada corporation

VIDIAD,
a Nevada corporation

BEAU RIVAGE DISTRIBUTION CORP.,
a Mississippi corporation

BEAU RIVAGE RESORTS, INC.,
a Mississippi corporation

BUNGALOW, INC.,
a Mississippi corporation

D.A.P. CORPORATION,
a Pennsylvania corporation

EGARIM, INC.,
an Alabama corporation

By: Bryan L. Wright
Bryan Wright
Assistant Secretary of each of the foregoing

GOLDEN NUGGET MARKETING CORP.,
a California corporation

GOLDEN NUGGET MARKETING CORP.,
a Texas corporation

MAC CORP.,
a New Jersey corporation

MGM GRAND ATLANTIC CITY, INC.,
a New Jersey corporation

MIRAGE RESORTS OF MARYLAND, INC.,
a Maryland corporation

PRMA-MS, INC.,
a Mississippi corporation

SHCR CORP.,
a Texas corporation

By: _____
Bryan Wright
Assistant Secretary of each of the foregoing

Address for Grantors:

c/o MGM Mirage
3600 Las Vegas Boulevard South
Las Vegas, Nevada 89109-4319
Attn: Gary N. Jacobs, General Counsel
Bryan Wright, Assistant General Counsel
Telephone: (702) 693-8810
Telecopier: (702) 693-8830

ACCEPTED AND AGREED TO:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Brad E. Scarbrough
Vice President

[Signature Page - Trademark Security Interest Assignment]

SCHEDULE 1

Existing and Pending Trademarks

See Attached

TRADEMARK
REEL: 002497 FRAME: 0877

BEAU RIVAGE FEDERAL REPORT

Owner: Mirage Resorts, Incorporated (unless otherwise marked with *)

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes
Actique Sportswear (and design)	75/607,267	17-Dec-98	2,373,926	01-Aug-00	35
BEAU RIVAGE	74/586,512	17-Oct-94	2,274,680	31-Aug-99	21
Beau Rivage	74/580,381	30-Sep-94	2,272,473	24-Aug-99	41
Beau Rivage	75/504,776	18-Jun-98	2,302,917	21-Dec-99	3
Beau Rivage	74/580,382	30-Sep-94	2,283,450	05-Oct-99	42
Beau Rivage* (Bellagio, LLC)	75/976,756	17-Oct-94	2,497,150	09-Oct-01	6, 9 & 20
BEAU RIVAGE	74/586,513	17-Oct-94	2,261,262	13-Jul-99	25
BEAU RIVAGE	74/586,511	17-Oct-94	2,251,568	08-Jun-99	16
Beau Rivage (and design)	75/601,041	07-Dec-98	2,388,584	19-Sep-00	42
Beau Rivage Collection	75/557,034	23-Sep-98	2,312,586	25-Jan-00	35
Beau Rivage Logo (stylized)	75/580,910	02-Nov-98	2,400,770	31-Oct-00	35

BEAU RIVAGE SPA (stylized)	75/705,758	13-May-99	2,359,924	20-Jun-00	25
Trademark	**Application Number**	**Filing Date**	**Registration Number**	**Registration Date**	**Classes**
BR (and design)	75/665,702	22-Mar-99	2,332,232	21-Mar-00	41
BR (and design)	75/665,701	22-Mar-99	2,335,520	28-Mar-00	42
BR Beau Rivage Sport (& design)	76/077,575	26-Jun-00			25
Category Five Arcade (and design)	75/580,914	02-Nov-98	2,373,868	01-Aug-00	41
CLUB BEAU RIVAGE	75/671,362	30-Mar-99	2,377,106	15-Aug-00	41
Coast Brewing Company	75/541,272	24-Aug-98	2,365,227	04-Jul-00	42
Coast Brewing Company Mississippi's Oldest Brew...	76/250,558	03-May-01	Pending		42
Dunes* (Bellagio, LLC)	73/489,719	13-Jul-84	1,401,610	15-Jul-86	41
MAGNOLIA GARDENS	75/721,901	04-Jun-99	Pending		42
Memphis Q Steakhouse & Barbeque (and design)	75/669,623	26-Mar-99	2,407,909	28-Nov-00	42
Pelican Perch (and design)	75/580,900	02-Nov-98	2,386,392	12-Sep-00	42
RANDOM RICHES	75/671,361	30-Mar-99	Pending		41
Trademark	**Application Number**	**Filing Date**	**Registration Number**	**Registration Date**	**Classes**

Ruby Red Lager (and design)	75/708,838	17-May-99	Pending		32
SHADOW CREEK PRO SHOP	75/665,700	22-Mar-99	2,335,519	28-Mar-00	35
Steelhead Stout	75/874,945	17-Dec-99	2,423,231	23-Jan-01	
Take Maku (and design)	75/580,907	02-Nov-98	2,418,138	02-Jan-01	42
The Mirage Golf Club	74/377,610	12-Apr-93	1,896,529	30-May-95	41 & 42
The Salon at Beau Rivage	75/547,995	03-Sep-98	2,309,971	18-Jan-00	42

BEAU RIVAGE FOREIGN REPORT

Owner: Mirage Resorts, Incorporated

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes	Country
BEAU RIVAGE	406,387	13-Jan-00	652,343	28-Apr-00	41	MX
BEAU RIVAGE	406,386	13-Jan-00	643948	25-Feb-00	42	MX
BEAU RIVAGE	001596279	06-Apr-00	001596279	27-Jun-01	41 & 42	EU

BEAU RIVAGE STATE REPORT

Owner: Mirage Resorts, Incorporated (unless otherwise marked with *)

Trademark	Filing Date	Registration Number	Registration Date	Classes	Country
BAGATELLES	25-Mar-99	N/A	30-Mar-99	35	USMS
Beau Rivage	30-Sep-96	N/A	07-Oct-96	25	USMS
Beau Rivage* (GNLV, Corp.)	04-Jun-95	23,631	04-Jun-95		USNV
Beau Rivage	30-Sep-96	N/A	07-Oct-96	41	USMS
BELLINI	25-Mar-99	N/A	30-Mar-99	35	USMS
BILOXI BLONDE	25-Mar-99	N/A	30-Mar-99	32	USMS
Cabana Beach Café and Design	18-Oct-00	N/A		42	USMS
CAFÉ JARDIN	25-Mar-99	N/A	30-Mar-99	42	USMS
COAST CLUB	21-Oct-99	N/A	25-Oct-99	41	USMS
CORAL	25-Mar-99	N/A	30-Mar-99	42	USMS
DA MILANO	25-Mar-99	N/A	30-Mar-99	35	USMS
DIXIE DOG	25-Mar-99	N/A	30-Mar-99	32	USMS
Dunes	16-Jul-94	19,200	10-Mar-94		USNV
Free Play	09-Nov-99	N/A	17-Nov-99	41	USMS
HURRICANE BOCK	25-Mar-99	N/A	30-Mar-99	32	USMS
IMPULSE	25-Mar-99	N/A	30-Mar-99	35	USMS
LA CUCINA ITALIANA	25-Mar-99	N/A	30-Mar-99	42	USMS
MAGGIE'S LOUNGE	25-Mar-99	N/A	30-Mar-99	41	USMS

Trademark	Filing Date	Registration Number	Registration Date	Classes	Country
NOODLES	25-Mar-99	N/A	30-Mar-99	42	USMS
Passport To Fun	21-Jan-00	N/A		41	USMS
Pro Pick 'Em	21-Oct-99	N/A	25-Oct-99	41	USMS
QUARTERS JUBILEE	27-Apr-99	N/A	10-May-99	41	USMS
RUBY RED LAGER	25-Mar-99	N/A	30-Mar-99	32	USMS
SCOOPS	25-Mar-99	N/A	30-Mar-99	42	USMS
SPUNTINOS DELI	25-Mar-99	N/A	30-Mar-99	42	USMS
THE INTIMATE COLLECTION	25-Mar-99	N/A	30-Mar-99	35	USMS
THE JEWELRY BOX	25-Mar-99	N/A	30-Mar-99	35	USMS
THE ROASTED BEAN COFFEE BISTRO	25-Mar-99	N/A	30-Mar-99	42	USMS

BELLAGIO FEDERAL REPORT

Owner: Bellagio, LLC

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes
B Bellagio (stylized)	76/096,893	26-Jul-00	Pending		41
B Bellagio (stylized)	76/096,892	26-Jul-00	2,514,690	04-Dec-01	42
Bellagio	74/694,040	26-Jun-95	2,232,487	16-Mar-99	42
Bellagio	74/132,691	23-Jan-91	1,706,869	11-Aug-92	25
Bellagio	75/703,287	11-May-99	Pending		3
Bellagio	75/456,298	25-Mar-98	2,313,142	01-Feb-00	25
Bellagio	74/694,039	26-Jun-95	2,232,486	16-Mar-99	41
Bellagio Gallery of Fine Art	75/464,354	08-Apr-98	2,260,030	06-Jul-99	35
Café Bellagio	75/414,867	22-Dec-97	Pending		42
CAPRI	75/460,754	01-Apr-98	2,322,361	22-Feb-00	35
Fortune Builder	75/456,299	25-Mar-98	2,271,196	17-Aug-99	41
Fountains of Bellagio	76/258,009	16-May-01	Pending		9
FREEPLAY	76/327,601	18-Oct-01	Pending		41
Shintaro	75/414,866	22-Dec-97	2,235,420	23-Mar-99	42
Via Bellagio	75/467,978	14-Apr-98	2,298,934	07-Dec-99	36

BELLAGIO FOREIGN REPORT

Owner: Bellagio, LLC

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes	Country
BELLAGIO	247,318	07-Nov-95	578,013	07-Nov-95	41	MX
BELLAGIO	298,511	17-Jun-97	555,268	31-Jul-97	42	MX
BELLAGIO	859,107	17-Oct-97	540,882	06-Feb-01	41& 42	CA
BELLAGIO	568,040	19-May-86	355,865	19-May-89		CA
B BELLAGIO (& design)	117255	21-Sep-01			42	PA
BELLAGIO		20-Sep-01			25, 35, 41, 42	EU
BELLAGIO	140156	07-Dec-01			28	PE
BELLAGIO	140157	07-Dec-01			41	PE
BELLAGIO	140158	07-Dec-01			42	PE

BELLAGIO STATE REPORT

Owner: Bellagio, LLC

Trademark	Filing Date	Registration Number	Registration Date	Classes	Country
Bellagio	17-Apr-96	28,966	24-Apr-96	100	USNV
Bellagio	24-Apr-96	28,973	30-Apr-96	39	USNV
TESORINI	01-Mar-99	31,792	19-Mar-99	100	USNV
FONTANA BAR	03-Jun-99			100	USNV
WAYS TO WIN	02-Apr-01	33,835	17-Apr-01	101	USNV
FREEPLAY	18-Oct-01	34,324	22-Oct-01	101	USNV

GOLDEN NUGGET FEDERAL REPORT

See Status Report for relevant Owner

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes
24 KARAT CLUB	75/493,206	29-May-98	Pending		41
Flaming 777	74/382,867	21-Apr-93	1,864,407	22-Nov-94	41
Golden Nugget	113,492	24-Jan-77	1,082,044	10-Jan-78	41
Golden Nugget	184,026	30-Aug-78	1,142,119	02-Dec-80	39,42
Golden Nugget	73/227,853	17-Aug-79	1,196,198	25-May-82	16,26
Golden Nugget	73/113,493	24-Jan-77	1,082,078	10-Jan-78	42
Golden Nugget	347,549	28-Jan-82	1,214,357	26-Oct-82	39
Golden Nugget & Design	73/768,955	12-Dec-88	1,554,155	29-Aug-89	41,42
Golden Nugget & design	73/268,239	30-Jun-80	1,203,988	03-Aug-82	41,42
Golden Nugget & Design	73/268,240	30-Jun-80	1,199,956	29-Jun-82	42
GOLDEN NUGGET (stylized) #1	76/332,582	31-Oct-01	Pending		25
Trademark	**Application Number**	**Filing Date**	**Registration Number**	**Registration Date**	**Classes**
Golden Nugget (stylized) #3	76/332,581	31-Oct-01	Pending		25
Golden Nugget and design	75/141,008	25-Jul-96	2,240,084	20-Apr-99	42
Lillie Langtry's	73/126,956	16-May-77	1,164,118	04-Aug-81	42

GOLDEN NUGGET FOREIGN REPORT

Owner: Mirage Resorts, Incorporated

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes	Country
Golden Nugget	82335		551352	08-Mar-94	41 & 42	BE
Golden Nugget	A360192	13-May-81	A360192	27-Sep-84	42	AU
Golden Nugget	A399989	13-May-81	A399989	22-May-86	41	AU
Golden Nugget	A399990	13-May-81	A399990	22-May-86	39	AU
Golden Nugget	000389122	16-Oct-96	000389122	26-Nov-98	42	EU
Golden Nugget	813,563	29-May-96	498,858	18-Aug-98	41 & 42	CA
Golden Nugget	000389122	16-Oct-96	000389122	26-Nov-98	41	EU
Golden Nugget & logo	000378745	16-Oct-98	000378745	16-Nov-98	42	EU
Golden Nugget & logo	000378745	16-Oct-96	000378745	26-Nov-98	41	EU
Golden Nugget (and design)	298513	17-Jun-97	554,031	29-Jul-97	42	MX
GOLDEN NUGGET (AND DESIGN)	298,516	17-Jun-97	555,271	31-Jul-97	41	MX
Golden Nugget and design	824465		55163	25-Mar-94	41 & 42	BE
Golden Nugget Word Mark	298514	17-Jun-97	555270	31-Jul-97	42	MX

GOLDEN NUGGET STATE REPORT

See Status Report for relevant Owner

Trademark	Filing Date	Registration Number	Registration Date	Classes	Country
Fast Buck			19-Oct-99		USNV
Golden Nugget	19-May-98		01-Jun-98	100	USNJ
Golden Nugget	27-Oct-89		30-Jan-90	22	USNJ
GOLDEN NUGGET GRAND PRIX OF SLOTS	19-Mar-87	20,702	19-Mar-87	100	USNV
GOLDEN NUGGET REEL OF FORTUNE			14-Oct-97		USNV
GOLDEN NUGGET THE SPORTS BOOK			02-May-97		USNV
GRAND PRIX OF SLOTS			08-Nov-96		USNV
Hotel Services & Auto Parking	19-Jul-78	15,215	19-Sep-78		USNV
Lillie Langtry's	18-May-77	14,557	18-May-77	100	USNV
Lillie Langtry's	19-May-98		01-Jun-98	100	USNJ
Lillie Langtry's	09-Mar-90	S-17018	09-Apr-90	100	USNY
Lillie Langtry's	09-Mar-90	37075	29-Jun-90	100	USCA
Neptune's Treasure			19-Oct-99		USNV
NICKELODEON		22,430	01-Mar-89	100	USNV
REEL OF FORTUNE			14-Oct-97		USNV
SPORTS BOOK			02-May-97		USNV
Stefano's			24-Apr-87	100	USNV
We're Going To Make Las Vegas Famous		16,292	15-Apr-80		USNV
Zodiac Reels Of Fortune			13-Jun-94		USNV

MGM FEDERAL REPORT

Owner: MGM Grand Hotel, LLC

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes
5 (AND DESIGN)	75/237,504	06-Feb-97	2,327,051	07-Mar-00	41
EFX	74/638,372	27-Feb-95	2,003,988	01-Oct-96	6,14,20&25
EFX	74/634,824	16-Feb-95	1,999,223	10-Sep-96	9,16,18,21,28,41 & 42
EFX! The Special Effects Spectacular	74/638,369	27-Feb-95	1,973,692	14-May-96	6/14/20/25
Grand Kidz	75/211,309	10-Dec-96	2,128,706	13-Jan-98	25 & 35
Grand Kidz (and design)	75/211,308	10-Dec-96	2,119,795	09-Dec-97	25 & 42
LIGHTNING BOLT	74/437,201	15-Sep-93	1,892,761	02-May-95	41
LIGHTNING BOLT (AND DESIGN)	74/437,202	15-Sep-93	1,938,981	28-Nov-95	41
MAGIC SCREEN THEATRE	74/437,214	15-Sep-93	1,889,472	11-Apr-95	41
MAGIC SCREEN THEATRE (& DESIGN)	74/437,213	15-Sep-93	1,897,130	30-May-95	41
PAWS	75/263,964	26-Mar-97	2,453,414	22-May-01	28
Trademark	**Application Number**	**Filing Date**	**Registration Number**	**Registration Date**	**Classes**
PAWS	75/263,965	26-Mar-97	2,498,551	16-Oct-01	25
Paws	75/264,077	26-Mar-97	2,457,546	05-Jun-01	14
PAWS LOGO	75/264,006	26-Mar-97	2,276,389	07-Sep-99	14

PAWS LOGO	75/264,000	26-Mar-97	2,254,126	15-Jun-99	28
PAWS LOGO	75/264,003	26-Mar-97	2,248,125	25-May-99	25
PAWS LOGO	75/264,005	26-Mar-97	2,433,769	06-Mar-01	16
PERUZZI FINE JEWELRY (& DESIGN)	75/286,418	01-May-97	2,174,742	21-Jul-98	41
PZ (& DESIGN)	75/192,322	04-Nov-96	2,135,097	03-Feb-98	14
SILLYOZBUL	74/374,481	01-Apr-93	1,809,172	07-Dec-93	16
SKY SKREAMER	75/097,008	01-May-96	2,207,881	08-Dec-98	25, 41
SKYSCREAMER	75/976,813	01-May-96	2,224,448	16-Feb-99	41
Star Lane	74/609,645	12-Dec-94	2,082,755	29-Jul-97	36
Trademark	**Application Number**	**Filing Date**	**Registration Number**	**Registration Date**	**Classes**
Studio 54	75/345,543	22-Aug-97	2,520,438	18-Dec-01	41
STUDIO 54	74/379,269	16-Apr-93	1,870,863	27-Dec-94	42
STUDIO 54 (AND DESIGN)	75/441,891	27-Feb-98	Pending		41
STUDIO 54 AND DESIGN	75/441,970	27-Feb-98	Pending		42
STUDIO WALK	75/976,930	25-Jan-96	2,149,814	07-Apr-98	36, 42
TAKE 5	75/237,506	06-Feb-97	2,319,664	15-Feb-00	41
TAKE 5	75/282,911	06-Feb-97	2,206,623	01-Dec-98	16, 41, 42
TAKE 5 (and design)	75/237,505	06-Feb-97	2,319,663	15-Feb-00	41

The Art of Entertainment	75/142,376	30-Jul-96	2,125,079	30-Dec-97	16 & 35
THE CITY OF ENTERTAINMENT	75/096,506	30-Apr-96	2,170,691	07-Jul-98	25, 41, 42
Yellow Brick Road Oz Club	74/493,696	23-Feb-94	1,909,480	01-Aug-95	41

MGM FOREIGN REPORT

Owner: MGM Grand Hotel, LLC

Trademark	Application Number	Filing Date	Registration	Registration	Classes	Country
Grand Mansion	98/05980	08-May-98			42	HK
Grand Mansion	9800048793	08-May-98			25	CN
Grand Mansion	98/05981	08-May-98			25	HK
Grand Mansion	9800048794	08-May-98			41	CN
Grand Mansion	98/05979	08-May-98	B13399/99	08-Apr-98	41	HK
Grand Mansion	9800048795	08-May-98			42	CN
Studio 54	9800048788	14-May-98			25	CN
Studio 54	734756	28-Jan-98	734756	28-Jan-98	25,41 & 42	EU
Studio 54	98/05986	08-May-98			42	HK
Studio 54	9800048789	08-May-98			42	CN
Studio 54	10-14402	23-Feb-98			25	JP
Studio 54	10-14402	23-Feb-98			42	JP
Studio 54	98/05985	08-May-98	B13196/99	08-May-98	25	HK
The Mansion	98/05982	08-May-98			42	HK
The Mansion	9800048791	14-May-98			41	CN
The Mansion	98/05983	08-May-98			25	HK
The Mansion	98/05984	08-May-98	B13400/99	08-May-98	41	HK
The Mansion	9800048792	14-May-98			42	CN
The Mansion	9800048790	08-May-98			25	CN

MGM STATE REPORT

Owner: MGM Grand Hotel, LLC

Trademark	Filing Date	Registration Number	Registration Date	Classes	Country
NOBHILL (STYLIZED)	07-Sep-01			100	USNV
Studio 54	20-Feb-98	30,855	31-Mar-98	101	USNV
Studio 54	20-Feb-98	30,856	31-Mar-98	107	USNV
Studio 54	20-Feb-98	30,857	31-Mar-98	101	USNV
Studio 54	20-Feb-98	30,860	31-Mar-98	107	USNV
Studio 54	20-Feb-98	30,861	31-Mar-98	101	USNV
Studio 54	20-Feb-98	30,858	31-Mar-98	107	USNV
Studio 54 and Design	20-Feb-98	30,862	31-Mar-98	107	USNV
Studio 54 and Design	20-Feb-98	30,859	31-Mar-98	101	USNV

MIRAGE FEDERAL REPORT

Owner: Mirage Resorts, Incorporated

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes
Aces & Jacks Poker & Design	74/275,503	14-May-92	1,785,900	03-Aug-93	41
BACCARAT BAR	75/672,857	01-Apr-99	Pending		42
CARIBE CAFE	74/633,219	13-Feb-95	1,965,311	02-Apr-96	42
Club Mirage	75/251,807	04-Mar-97	2,140,794	03-Mar-98	41
Coconut's Ice Cream Shop	74/633,215	13-Feb-95	1,940,132	05-Dec-95	42
Globe Shopping	75/495,712	03-Jun-98	2,358,420	13-Jun-00	41
GN Classic	75/900,806	21-Jan-00	2,462,842	19-Jun-01	
GN Classic (stylized)	75/900,805	21-Jan-00	2,431,359	27-Feb-01	41
GRAND PRIX OF SLOTS	75/705,725	13-May-99	2,405,508	21-Nov-00	41
Mirage	75/053,234		2,054,525	22-Apr-97	42
Mirage	74/470,190	14-Dec-93	1,870,054	27-Dec-94	41
MIRAGE & PALM TREE DESIGN	74/036,981	12-Mar-90	1,710,470	25-Aug-92	41,42
MIRAGE & PALM TREE DESIGN	74/626,357	24-Jan-95	1,948,786	16-Jan-96	42
MIRAGE COMPUTERS	75/472,582	23-Apr-98	2,374,240	08-Aug-00	9,35,37,41,42
MONEY MASQUERADE	75/705,759	13-May-99	2,341,095	11-Apr-00	41
Money Maze	75/495,738	03-Jun-98	2,444,751	17-Apr-01	41
MOONGATE	74/633,217	13-Feb-95	1,940,133	05-Dec-95	42
NEPTUNE'S TREASURE	75/705,764	13-May-99	2,341,097	11-Apr-00	41
Net Pay	75/495,737	03-Jun-98	2,358,421	13-Jun-00	41
NICKELODEON	75/705,763	13-May-99	Pending		41
ONDA	75/547,994	03-Sep-98	2,319,881	15-Feb-00	42
Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes

PALM TREE DESIGN	74/197,402	23-Aug-91	1,763,360	06-Apr-93	41,42
Royal Mania	74/273,467	08-May-92	1,810,225	07-Dec-93	41
Samba Grille	75/460,767	01-Apr-98	Pending		42
Shadow Creek	74/420,173	02-Aug-93	1,884,010	14-Mar-95	
Shadow Creek	74/420,175	02-Aug-93	1,877,675	07-Feb-95	25
Shadow Creek	74/420,174	02-Aug-93	1,897,562	06-Jun-95	24 & 28
Shadow Creek Ranch (& design)	75/935,793	03-Mar-00	Pending		37
The Good Life On The Mississippi Gulf Coast	76/031,927	21-Apr-00	Pending		41
The Mirage	74/470,189	14-Dec-93	1,870,053	27-Dec-94	41
The Poker Zone	75/689,032	15-Jun-95	2,443,319	10-Apr-01	41
The Spa at Beau Rivage	75/547,871	03-Sep-98	2,309,970	18-Jan-00	42
VidiAd	75/716,170	18-May-99	Pending		35
ZODIAC REELS OF FORTUNE	75/705,760	13-May-99	2,341,096	11-Apr-00	41

MIRAGE FOREIGN REPORT

Owner: Mirage Resorts, Incorporated

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes	Country
MIRAGE & PALM TREE DESIGN	110996	01-Nov-00			42	PA
MIRAGE & PALM TREE DESIGN	001596527				41, 42	EU
MIRAGE & PALM TREE DESIGN	759561	15-Apr-98	759561	15-Apr-98	41	AU
MIRAGE & PALM TREE DESIGN		03-Aug-91	1,472,547	03-Aug-91	42	GB
MIRAGE & PALM TREE DESIGN	384,582	26-Jul-99	666,508	28-Jul-00	42	MX
MIRAGE & PALM TREE DESIGN	313,369	06-Nov-97	619,823	27-Aug-99	25	MX
MIRAGE & PALM TREE DESIGN	298,512	17-Jun-97	555,269	31-Jul-97	41	MX
MIRAGE & PALM TREE DESIGN	292,191	14-Apr-97	547,222	25-Apr-97	42	MX
MIRAGE & PALM TREE DESIGN	856,377	17-Sep-97	544,359	01-May-01		CA
MIRAGE & PALM TREE DESIGN	843,037	25-Apr-97			41, 42	CA
MIRAGE & PALM TREE DESIGN	16768		96.16697	28-Dec-95	14, 25, 42	MC
MIRAGE & PALM TREE DESIGN	00389122	16-Oct-96			41, 42	EU
PALM TREE DESIGN		03-Aug-91	1,472,465	15-Jan-93	42	GB

MIRAGE STATE REPORT

Owner: Mirage Resorts, Incorporated (unless otherwise marked with *)

Trademark	Filing Date	Registration Number	Registration Date	Classes	Country
Bistro* (Mirage Resorts, Incorporated)		26,48	05-Mar-93	100	USNV
Caribe Café* (")		26,46	05-Mar-93	100	USNV
Coconut's Ice Cream Shop* (")		26,50	05-Mar-93	100	USNV
FREE PLAY	23-Oct-00	33,375	26-Oct-00	107	USNV
Kokomo's* (")		26,45	05-Mar-93	100	USNV
Mikado* (")		26,44	05-Mar-93	100	USNV
Mirage	03-May-90	T13167	16-Jul-90	42	USFL
MIRAGE & PALM TREE DESIGN	09-Feb-90	23448	14-Mar-90	100	USNV
MIRAGE & PALM TREE DESIGN	21-Aug-91	1991-S2801	29-Aug-91	53	USMD
MIRAGE & PALM TREE DESIGN	20-Jul-92	145,392	22-Jul-92	100	USHI
MIRAGE & PALM TREE DESIGN	09-Mar-90	5010-0036	14-Mar-90	54	USIN
MIRAGE & PALM TREE DESIGN	09-Mar-90	66208	12-Mar-90	S-101	USIL
MIRAGE & PALM TREE DESIGN	16-May-90	37074	29-Jun-90	42	USCA
MIRAGE & PALM TREE DESIGN	26-Mar-90	S11954	26-Mar-90	101	USNY
MIRAGE & PALM TREE DESIGN	26-Mar-90	S11953	26-Mar-90	101	USNY
MIRAGE & PALM TREE DESIGN	09-Mar-90	10425	12-Mar-90	101	USIA
Mirage Motel/Mirage Hotel		19,987	14-Jan-86	100	USNV
Mirage Palm Tree Design		9170	30-Mar-90	100	USNJ
Moongate		26,047	05-Mar-93	100	USNV
The Mirage	09-Feb-90	23449	14-Mar-90	100	USNV
The Mirage	20-Jul-92	145,390	22-Jul-92	100	USHI
Trademark	Filing Date	Registration Number	Registration Date	Classes	Country

The Mirage	09-Mar-90	66207	12-Mar-90	S-101	USIL
The Mirage* (Golden Nugget, Inc.)	09-Mar-90	1,556,419	12-Mar-90	35	USPA
The Mirage	09-Mar-90	5010-0035	15-Mar-90	54	USIN
The Mirage	03-May-90	T13166	16-Jul-90	42	USFL
The Mirage	16-May-90	37073	29-Jun-90	42	USCA
The Mirage	05-May-89	8804	31-Jul-89	101	USNJ
The Mirage	21-Aug-91	1991-S2802	29-Aug-91	53	USMD
The Mirage & Design	09-Mar-90	10426	12-Mar-90	101	USIA
The Mirage & Palm Tree Design	09-Mar-90	1,556,423	12-Mar-90	35	USPA

NEW YORK-NEW YORK FEDERAL REPORT

Owner: New York-New York Hotel & Casino, LLC

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes
$10.00 Commemorative Casino Chip	75/455,797	24-Mar-98	2,228,779	02-Mar-99	28
$25.00 Casino Chip	75/455,796	24-Mar-98	2,228,778	02-Mar-99	28
New York New York Hotel & Casino Las Vegas NV ($5)	75/455,795	24-Mar-98	2,228,777	02-Mar-99	28
New York New York Hotel Las Vegas -gorilla/banana	75/434,812	17-Feb-98	2,287,276	19-Oct-99	25
New York New York Las Vegas Nevada (liberty head)	75/434,720	17-Feb-98	2,284,744	12-Oct-99	25
New York New York Las Vegas (apple confetti design	75/434,817	17-Feb-98	2,308,443	18-Jan-00	25
New York New York Hotel & Casino Las Vegas (& design)	74/728,587	13-Sep-95	2,143,847	17-Mar-98	25
New York New York Hotel & Casino Las Vegas Nevada	75/434,790	17-Feb-98	2,287,274	19-Oct-99	25
Manhattan Express	75/100,306	08-May-96	2,149,719	07-Apr-98	41
New York New York Law Vegas (skyline/statue design	75/434,789	17-Feb-98	2,384,526	12-Sep-00	25
Skyscraper Paper	75/458,532	27-Mar-98	2,224,390	16-Feb-99	16
The Bar at Times Square	75/150,739	14-Aug-96	2,184,688	25-Aug-98	42
New York New York Hotel & Casino	75/926,874	23-Feb-00	2,436,898	20-Mar-01	41
New York New York Hotel & Casino Las Vegas Nevada	74/728,588	13-Sep-95	2,148,505	07-Apr-98	25
Trademark	**Application Number**	**Filing Date**	**Registration Number**	**Registration Date**	**Classes**
New York New York Hotel & Casino Las Vegas (apple)	75/435,150	17-Feb-98	2,287,278	19-Oct-99	25
Bronx Cheer	75/204,470	26-Nov-96	2,162,849	02-Jun-98	32

New York New York Hotel & Casino Las Vegas (& design)	74/730,211	18-Sep-95	2,164,974	16-Jun-98	20
New York New York Las Vegas (statue head design)	75/434,788	17-Feb-98	2,409,761	05-Dec-00	25
New York New York Las Vegas (chimp/skyline)	75/434,787	17-Feb-98	2,287,273	19-Oct-99	25
New York New York Hotel & Casino	75/928,392	23-Feb-00	2,442,508	10-Apr-01	42
New York New York Hotel & Casino Las Vegas (apple)	75/434,791	17-Feb-98	2,287,275	19-Oct-99	25
New York New York Hotel & Casino Las Vegas (& design)	74/728,586	13-Sep-95	2,104,592	14-Oct-97	25
New York New York (smiling liberty head)	75/434,816	17-Feb-98	2,228,490	02-Mar-99	25
New York New York Cab Co. Las Vegas (cab design)	75/434,813	17-Feb-98	2,384,527	12-Sep-00	25
Soho Cigar Club New York New York Las Vegas	75/434,814	17-Feb-98	2,287,277	19-Oct-99	25
New York New York	74/728,582	13-Sep-95	2,187,031	08-Sep-98	41
New York New York Hotel & Casino Las Vegas (& design)	75/001,176	03-Oct-95	2,164,979	16-Jun-98	25
NY NY Las Vegas Hotel & Casino (torch design)	75/434,711	17-Feb-98	2,382,134	05-Sep-00	25
NY NY Las Vegas Hotel & Casino (cab design)	75/434,819	17-Feb-98	2,384,528	12-Sep-00	25
With Liberty and Luck for All	75/177,946	07-Oct-96	2,155,680	05-May-98	41
New York New York Las Vegas (stylized)	75/434,818	17-Feb-98	2,228,491	02-Mar-99	25

NEW YORK-NEW YORK FOREIGN REPORT

Owner: New York-New York Hotel & Casino, LLC

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes	Country
New York New York Hotel & Casino	002382844	20-Sep-01			25, 35, 41, 42	EU

NEW YORK-NEW YORK STATE REPORT

Owner: New York-New York Hotel & Casino, LLC

Trademark	Filing Date	Registration Number	Registration Date	Classes	Country
New York New York Hotel & Casino (and logo)	24-Jan-97	29,752	14-Feb-97	33	USNV
New York New York Hotel & Casino	24-Jan-97	29,743	14-Feb-97	100	USNV
New York New York Hotel & Casino (and logo)	24-Jan-97	29,748	14-Feb-97	107	USNV
New York New York Hotel & Casino	24-Jan-97	29,749	14-Feb-97	39	USNV
New York New York Hotel & Casino	24-Jan-97	29,751	14-Feb-97	33	USNV
New York New York Hotel & Casino	24-Jan-97	29,745	14-Feb-97	107	USNV
New York New York Hotel & Casino (and logo)	24-Jan-97	29,750	14-Feb-97	39	USNV
New York New York Hotel & Casino (and logo)	24-Jan-97	29,744	14-Feb-97	100	USNV
New York New York Hotel & Casino	24-Jan-97	29,754	14-Feb-97	37	USNV
New York New York Hotel & Casino (and logo)	24-Jan-97	29,746	14-Feb-97	107	USNV
New York New York Hotel & Casino	24-Jan-97	29,747	14-Feb-97	107	USNV
New York New York Hotel & Casino	24-Jan-97	29,753	14-Feb-97	37	USNV

PRIMM VALLEY RESORTS FEDERAL REPORT

Owner: The Primadonna Company, LLC

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes
Adventure Canyon & design	75/018,368	13-Nov-95	2,010,131	22-Oct-96	41
Adventure Canyon & design	75/018,369	13-Nov-95	2,010,132	22-Oct-96	25
BUFFALO BILL'S RESORT & CASINO	74/437,044	17-Sep-93	1,874,879	17-Jan-95	
BUFFALO BILL'S RESORT & CASINO	76/258,727	16-May-01	Pending		41
BUFFALO BILL'S RESORT & CASINO & design	74/669,075	02-May-95	1,980,864	18-Jun-96	25
Buffalo Bill's Resort & Casino & design	75/018,542	13-Nov-95	2,015,414	12-Nov-96	41
Buffalo Bill's Resort & Casino (and design)	75/018,544	10-Nov-95	2,003,237	24-Sep-96	42
Desperado & design	75/018,372	13-Nov-95	2,006,265	08-Oct-96	41
Ghost Town Motion Theatres & design	75/018,371	13-Nov-95	2,047,288	25-Mar-97	41
Primadonna RV Village (& design)	75/018,540	13-Nov-95	2,035,222	04-Feb-97	42
Primm Valley Golf Club	75/208,717	05-Dec-96	2,089,425	19-Aug-97	28
Primm Valley Golf Club	75/208,722	05-Dec-96	2,091,486	26-Aug-97	41
Primm Valley Golf Club (and design)	75/208,718	05-Dec-96	2,091,484	26-Aug-97	25
Primm Valley Golf Club (and design)	75/208,719	05-Dec-96	2,091,485	26-Aug-97	16
Primm Valley Resort	76/305,180	23-Aug-01	Pending		42
Primm Valley Resort	76/305,179	23-Aug-01	Pending		41
PRIMM VALLEY RESORT & CASINO	76/293,601	01-Aug-01	Pending		42
PRIMM VALLEY RESORT & CASINO	76/302,813	03-Aug-01	Pending		25
PRIMM VALLEY RESORT & CASINO	76/293,602	01-Aug-01	Pending		41
Primm Valley Resort & Casino (& Design)	76/293,604	01-Aug-01	Pending		41
Primm Valley Resort & Casino (& Design)	76/293,603	01-Aug-01	Pending		42

Primm Valley Resort & Casino (& Design)	76/302,812	03-Aug-01	Pending		25
Trademark	**Application Number**	**Filing Date**	**Registration Number**	**Registration Date**	**Classes**
PRIMM VALLEY RESORTS (& design)	76/305,182	23-Aug-01	Pending		42
PRIMM VALLEY RESORTS (& design)	76/305,181	23-Aug-01	Pending		41
STAR OF THE DESERT ARENA	74/613,223	19-Dec-94	2,012,596	29-Oct-96	41
Star of the Desert Arena & design	75/018,370	13-Nov-95	2,064,614	27-May-97	41
Star of the Desert Arena & design	75/018,374	13-Nov-95	2,023,597	17-Dec-96	25
THE DESPERADO	74/437,045	17-Sep-93	1,872,054	03-Jan-95	
WHISKEY PETE'S	74/672,484	02-May-95	1,959,074	27-Feb-96	25
Whiskey Pete's	74/086,921		1,673,710	28-Jan-92	41,42
WHISKEY PETE'S HOTEL & CASINO	76/258,726	16-May-01	Pending		41
WHISKEY PETE'S HOTEL & CASINO	76/258,725	16-May-01	Pending		42
Whiskey Pete's Hotel & Casino & design	75/018,549	10-Nov-95	2,068,679	10-Jun-97	6,9,16,25
WHISKEY PETE'S HOTEL CASINO (and design)	76/258,671	16-May-01	Pending		41
WHISKEY PETE'S HOTEL CASINO (and design)	76/258,670	16-May-01	Pending		42
Whiskey Pete's Hotel Casino (and design)	75/018,543	13-Nov-95	2,001,633	17-Sep-96	16 & 20

PRIMM VALLEY RESORTS STATE REPORT

Owner: The Primadonna Company, LLC

Trademark	Filing Date	Registration Number	Registration Date	Classes	Country
Pioneer Pete's	12-Aug-97	21,258	12-Aug-97	100	USNV

TREASURE ISLAND FEDERAL REPORT

Owner: Treasure Island Corp.

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes
DAMSELS	76/197,309	19-Jan-01	2,498,427	16-Oct-01	35
Island Provisions	74/399,219	02-Jun-93	1,903,859	04-Jul-95	42
Miscellaneous (Trade Dress) Design	75/136,734	19-Jul-96	Pending		42
Swashbucklers	74/399,222	02-Jun-93	2,055,670	22-Apr-97	42
Sweet Revenge	74/399,218	02-Jun-93	2,194,437	29-Sep-98	42
The Battle Bar	74/399,217	02-Jun-93	1,889,491	11-Apr-95	42
The Blackspot Grille	74/399,223	02-Jun-93	1,890,703	18-Apr-95	42
THE CANDY REEF	74/660,921	12-Apr-95	1,958,030	20-Feb-96	42
Treasure Island (and design)	75/106,981	20-May-96	2,176,004	28-Jul-98	42
Treasure Island (and design)	75/106,980	20-May-96	2,040,770	25-Feb-97	41
Treasure Island At The Mirage	74/417,688	23-Jul-93	1,984,421	02-Jul-96	42
Treasure Island At The Mirage	74/417,683	23-Jul-93	1,985,968	09-Jul-96	42
Treasure Island At The Mirage	74/417,687	23-Jul-93	2,010,396	22-Oct-96	41
Treasure Island At The Mirage	74/433,477	07-Sep-93	1,966,090	09-Apr-96	9, 21, 34
Treasure Island At The Mirage	74/433,476	07-Sep-93	1,918,033	12-Sep-95	25
Treasure Island At The Mirage (and design)	74/417,686	23-Jul-93	2,019,481	26-Nov-96	21
Treasure Island at the Mirage (and design)	75/103,789	14-May-96	2,040,756	25-Feb-97	25
Treasure Island At The Mirage (and design)	74/417,684	23-Jul-93	1,949,380	16-Jan-96	41
Treasure Island At The Mirage The Adventure Resort	74/417,693	23-Jul-93	2,024,221	17-Dec-96	41

TREASURE ISLAND FOREIGN REPORT

Owner: Treasure Island Corp.

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Classes	Country
TREASURE ISLAND	2032223	02-Sep-95	2032223	02-Sep-95	41	GB

TREASURE ISLAND STATE REPORT

Owner: Treasure Island Corp.

Trademark	Filing Date	Registration Number	Registration Date	Classes	Country
Sports Tele-bet	25-Aug-97	30,315	11-Sep-97	107	USNV
Treasure Island	02-Mar-94	27,340	14-Mar-94	50	USNV
Treasure Island	21-Jul-93	26,468	22-Jul-93	50	USNV
Treasure Island	02-Mar-94	27,344	14-Mar-94	107	USNV
Treasure Island	02-Mar-94	27,343	14-Mar-94	100	USNV
Treasure Island	02-Mar-94	27,342	14-Mar-94	100	USNV
Treasure Island	02-Mar-94	27,341	14-Mar-94	100	USNV
Treasure Island	06-Jun-89	27,041	22-Nov-94		USNV
Treasure Island	02-Mar-94	27,339	14-Mar-94	39	USNV
Treasure Island			06-Jul-94		USNV
Treasure Island	28-Jul-93	22,807	06-Jul-89		USNV
Treasure Island	14-Feb-92	25,106	19-Feb-92		USNV
Treasure Island At The Mirage	02-Mar-94	27,333	14-Mar-94	100	USNV
Treasure Island At The Mirage	02-Mar-94	27,335	14-Mar-94	100	USNV
Treasure Island At The Mirage	02-Mar-94	27,338	14-Mar-94	100	USNV
Treasure Island At The Mirage	02-Mar-94	27,337	14-Mar-94	39	USNV
Treasure Island At The Mirage	15-Dec-93	27,336	14-Mar-94	50	USNV
Treasure Island At The Mirage	15-Dec-93	26,469	22-Jul-93	50	USNV
Treasure Island At The Mirage	02-Mar-94	27,334	14-Mar-94	107	USNV

EXHIBIT A
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT

INSTRUMENT OF JOINDER

THIS INSTRUMENT OF JOINDER ("Joinder") is executed as of _____, 20___, by _____, a _____ ("Joining Party"), and delivered to U.S. Bank National Association, as Collateral Agent, pursuant to the Trademark Security Interest Assignment dated as of February 13, 2002 made by MGM MIRAGE, Inc., a Delaware corporation ("Company"), and each of the Restricted Subsidiaries of Company which are parties thereto in favor of the Collateral Agent, the Creditor Representatives and the Creditors (the "Assignment"). Terms used but not defined in this Joinder shall have the meanings defined for those terms in the Assignment.

RECITALS

(A) The Assignment was made by the Grantors in favor of the Collateral Agent for the benefit of the Secured Party.

(B) Joining Party has become a Restricted Subsidiary of Company, and as such is required to become a Grantor pursuant to the Intercreditor Agreement.

(C) Joining Party expects to realize direct and indirect benefits as a result of the availability to Company and its Restricted Subsidiaries of the credit facilities under the Credit Documents.

NOW THEREFORE, Joining Party agrees as follows:

AGREEMENT

(1) By this Joinder, Joining Party becomes a "Grantor" under and pursuant to Section 9 of the Assignment, subject to compliance with the requirements of applicable Gaming Laws. Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Assignment with respect to all Secured Obligations heretofore or hereafter incurred, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Assignment.

(2) The effective date of this Joinder is _____. 20___.

"Joining Party"

_____,
a _____

By:_____
Title:_____

TRADEMARK
REEL: 002497 FRAME: 0910

ACKNOWLEDGED:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By:_____

Title:_____

TRADEMARK
REEL: 002497 FRAME: 0911

Exhibit B

RESTRICTED COLLATERAL

None

RECORDED: 05/02/2002

TRADEMARK
REEL: 002497 FRAME: 0912