

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Lodestar Foundation		03/28/2005	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Wild Horse Pass Development Authority		
Street Address:	5718 W. North Loop Road		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85226		
Entity Type:	a tribal enterprise of the Gila River Indian Community, a federally recognized Indian tribe: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	76127166	RAWHIDE BRAND THE WHISKEY THAT TAMED THE WEST!	
Registration Number:	1994860	SUNDOWN COOKOUT	
Registration Number:	2029573	RAWHIDE	
Registration Number:	2389824	SHOWDOWNS HOEDOWNS WESTERN GRILL RAWHIDE WESTERN TOWN	
Registration Number:	2520914	R	
Registration Number:	2393450	RAWHIDE	
Registration Number:	2391577		
Registration Number:	2393451	RAWHIDE	
Registration Number:	2385566	RAWHIDE WESTERN TOWN	
Registration Number:	1169697	RAWHIDE	
Registration Number:	1167730	RAWHIDE	
CORRESPONDENCE DATA			

OP \$290.00 76127166

Fax Number: (520)796-5543
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 520-796-5389
Email: dgutenson@wildhorsepass.com
Correspondent Name: Dale Gutenson
Address Line 1: 5718 W. North Loop Road
Address Line 4: Chandler, ARIZONA 85226

NAME OF SUBMITTER:	Jason Hauter
Signature:	/Jason Hauter/
Date:	05/20/2005

Total Attachments: 8
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made as of the 28th day of March, 2005 by The Lodestar Foundation, an Arizona non-profit corporation, having a business address of 2122 East Highland Avenue, Suite 400, Phoenix, Arizona 85016 ("Assignor"), in favor of Wild Horse Pass Development Authority, a tribal enterprise of the Gila River Indian Community, a federally recognized Indian Tribe, having an address of 5718 West North Loop Road, Chandler, Arizona 85226 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto (the "Marks");

WHEREAS, Assignor has acquiesced in a continued use of the Marks at Rawhide Western Town strictly as part of a limited in time phase out by New Western Town, L.L.C., an Arizona limited liability company, and Assignor has informed Assignee of such acquiescence;

WHEREAS, Assignor desires to assign and Assignee desires to acquire all of Assignor's right, title and interest in and to the Marks, together with any and all goodwill associated with such right, title and interest, Assignor's interest in the applications and registrations therefor, Assignor's interest in all existing licenses granted by Assignor or any of its predecessors-in-interest to use any or all of the Marks, and Assignor's interest in the right to enforce any rights, including damages and profits, arising out of past infringements of the Marks by unaffiliated entities, and the right to sue for and recover the same;

WHEREAS, this Assignment is subject to those restrictions and conditions more particularly set forth in the Assignment of Trademarks and Acquiescence to Continued Use During Phase Out Period made by Western Town, L.L.C, an Arizona limited liability company, in

favor of Assignor and dated as of November 8, 2004, and recorded with the United States Patent and Trademark Office on that date, as clarified by the Clarification of Trademark Assignment effective as of November 8, 2004, a copy of which is attached hereto as Exhibit "A" (collectively, the "Prior Assignment");

WHEREAS, Licensee and Assignee are parties to that certain Asset Purchase Agreement dated February 28, 2005, (the "Purchase Agreement") pursuant to which Licensee has executed and delivered a bill of sale concurrently with this Assignment of Trademarks whereby Licensee unconditionally and irrevocably grants, bargains, transfers, sells, assigns, conveys, and delivers to Assignee assets used by Licensee in conjunction with its licensed use of the Marks for the operation of its business;

WHEREAS, it is desired that this Assignment of Trademarks be made of record in the United States Patent and Trademark Office, as appropriate, and other appropriate Patent and Trademark Offices and authorities;

WHEREAS, all capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks, together with any and all goodwill associated with such right, title and interest, Assignor's interest in the applications and registrations therefor, Assignor's interest in all existing licenses granted by Assignor or any of its predecessors-in-interest to use any or all of the Marks, and Assignor's interest in the right to enforce any rights, including damages and

profits, arising out of past infringements of the Marks by unaffiliated entities, and the right to sue for and recover the same.

2. This Assignment shall be governed by and construed in accordance with the laws of the State of Arizona without regard to its principles of conflicts of laws, and shall not be subject to the traditional customs and usages of the Gila River Indian Community as provided in Section 1.02 of the Gila River Indian Community Law and Order Code.

3. Any dispute pertaining to or arising out of this Assignment shall be resolved pursuant to the provisions of ARTICLE 7 of the Purchase Agreement; provided, however, that Assignee's and Assignor's maximum liability for money damages as a result of any such dispute shall be limited in the manner set forth in Section 5.5 and Section 7.5 of the Purchase Agreement. Assignee expressly agrees to a limited waiver of sovereign immunity solely with respect to the resolution of any disputes arising out of or related to this Assignment for the limited purpose of arbitration or immediate relief as set forth in Section 7.2 and Section 7.3, respectively, of the Purchase Agreement and consents to be sued to allow Assignor to enforce arbitration, or any award of arbitration concluded or any injunctive relief, in the United States District Court for the District of Arizona or in the Gila River Indian Community Court.

4. This Assignment is subject to all of the terms and conditions contained in the Purchase Agreement, the restrictions and conditions contained in the Prior Assignment, and the terms, conditions and covenants set forth in Section 1.2(b), (c) and (d) of that certain Real Estate Purchase Agreement between Western Town, L.L.C., and New Roci, L.L.C., as Seller, and RHVT Limited Partnership, as Buyer, dated June 10, 2004, which are hereby incorporated herein by reference. Assignee hereby agrees, to the extent applicable, to the provisions of Sections

1.2(b), 1.2(c) and 1.2(d) of said Real Estate Purchase Agreement. Subject to the foregoing, Assignor warrants that it has not previously assigned or otherwise disposed of any of the rights it acquired under the Prior Assignment.

[Signatures on the following page]

THE LODESTAR FOUNDATION

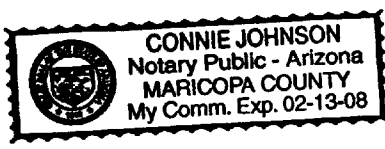
Lois Savage
By: Lois Savage
Title: President

Dated: 3.23.05

STATE OF ARIZONA :
: SS
COUNTY OF MARICOPA :

Sworn to and subscribed before me this 23 day of March, 2005.

[Signature]
NOTARY PUBLIC



WILD HORSE PASS DEVELOPMENT AUTHORITY

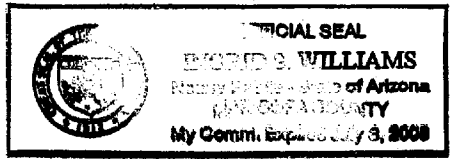
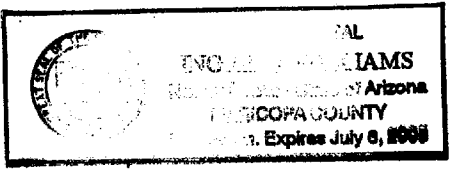
Donald R. Antone
By: Donald R. Antone
Title: Chairman

Dated: 3/28/05

STATE OF ARIZONA :
: SS
COUNTY OF MARICOPA :

Sworn to and subscribed before me this 28th day of March, 2005.

[Signature]
NOTARY PUBLIC



SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>Mark/Name</u>	<u>Reg./App. No.</u>
RAWHIDE BRAND THE WHISKEY THAT TAMED THE WEST! and Design	U.S. Serial No. 76/127,166
SUNDOWN COOKOUT	U.S. Reg. No. 1,994,860
RAWHIDE	U.S. Reg. No. 2,029,573
SHOWDOWNS HOEDOWNS WESTERN GRILL RAWHIDE and Design	U.S. Reg. No. 2,389,824
R (Stylized)	U.S. Reg. No. 2,520,914
RAWHIDE and Design	U.S. Reg. No. 2,393,450
Miscellaneous Design of Cowboy	U.S. Reg. No. 2,391,577
RAWHIDE and Design	U.S. Reg. No. 2,393,451
RAWHIDE WESTERN TOWN and Design	U.S. Reg. No. 2,385,566
RAWHIDE	U.S. Reg. No. 1,169,697
RAWHIDE	U.S. Reg. No. 1,167,730

CLARIFICATION OF TRADEMARK ASSIGNMENT

The parties to that certain Assignment of Trademarks and Acquiescence to Continued Use During Phase Out, effective as of November 8, 2004 (the "Assignment"), hereby set forth the following clarification of the terms of the Assignment. Capitalized terms herein shall have the same meaning as those terms in the Assignment.

The rights transferred to Lodestar include the rights to sue for past infringements and all other enforceable rights in the Marks as owned by Western Town. Western Town's rights in respect of the "Rawhide" tradename were subject to Article 1.2 of that certain Real Estate Purchase Agreement dated June 10, 2004, between RHVT Limited Partnership, as Buyer, and Western Town, LLC, and New Roci, LLC, as Sellers, with respect to certain real property commonly known as Rawhide. Lodestar's rights, as assignee, remain subject to said Article 1.2. The relevant portions of said Article 1.2 that are still operative are attached hereto as Exhibit A.

The acquiescence by Lodestar in the use of the Marks by Western Town or its licensee, New Western Town, LLC, during the Phase Out Period as set forth in section 2 of the Assignment will also inure to the benefit of any duly authorized sub-lessee or assignee under the Lease Agreement described in section 2 of the Assignment.

This clarification supersedes any and all prior clarifications to the Assignment.

Effective as of November 8, 2004.

WESTERN TOWN, LLC, an Arizona limited liability company by its Manager, Hirsch General Corporation, an Arizona corporation

By: _____

L. Jerome Hirsch
President

THE LODESTAR FOUNDATION

By: _____

Louis Savage
President

EXHIBIT A

1.2 Agreement Regarding the "Rawhide" Trade Name.

(b) Seller further agrees not to make a disposition of the name to be used by a facility located within the City of Scottsdale (except if the disposition is to the City itself), within a radius of twenty (20) miles of the Property if within the City of Phoenix, or otherwise within a radius of seven (7) miles of the Property. Seller shall make the limitations in this subsection (b) binding upon any subsequent assignees of the name, provided, however, that such limitations will be of no further force or effect after three (3) years following the Closing Date.

(c) Effective as of the Closing, Seller hereby grants (on a quit claim basis) to Buyer, a non-exclusive, perpetual, royalty-free, irrevocable (except for violations of this paragraph), fully transferable (subject to the provisions of this paragraph) right to use the "Rawhide" trade name, and Buyer hereby covenants and agrees that it may use the Trade name, only for one (1) non-tourist oriented real estate development located on the Property, and not for any operational businesses. For example, Buyer would be able to develop either a Rawhide condominium project (primarily for permanent residents), an office complex, a general shopping center or a multiuse complex, but not a Rawhide restaurant, retail store, or hotel. Buyer must notify Seller of such name use within one (1) year after Closing. As a part of the consideration for the foregoing, Buyer will allow Seller to place a prominent temporary sign along Scottsdale Road near the main entrance to Rawhide, for a period of two (2) years following the Expiration Date of the Lease Term, announcing the relocation of the Rawhide theme park, and Buyer will cooperate with Seller to obtain permission from the City of Scottsdale for such a sign. If Buyer commences construction on the Property and the sign interferes with such construction, the parties will cooperate to relocate the sign somewhere else along Scottsdale Road. If such construction makes it not feasible to relocate the sign, the sign may be taken down.

(d) The terms, conditions and covenants set forth in Section 1.2 shall be binding upon and inure to the benefit of the successors and assigns of Buyer and Seller and shall survive the Closing. Buyer and Seller agree to include the provisions of Section 1.2 in any subsequent conveyance or transfer documents relating in any way to the Property or the use of the term "Rawhide", as well as requiring such provisions be included in any subsequent conveyance or transfer documents, all of which shall be enforceable by injunctive relief in addition to any other remedy available at law or equity.