

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
R&R Partners, Inc.		10/25/2005	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Las Vegas Convention and Visitors Authority		
<b>Street Address:</b>	3150 Paradise Road		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89109-9096		
<b>Entity Type:</b>	Local Government Entity: NEVADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78702841	ONLY VEGAS	
<b>Serial Number:</b>	76608120	ONLY VEGAS	
<b>Serial Number:</b>	76608122	ONLY IN LAS VEGAS	
<b>Serial Number:</b>	76608121	ONLY IN VEGAS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415 268 7037		
<b>Email:</b>	bmoylan@mofo.com		
<b>Correspondent Name:</b>	Douglas L. Hendricks		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94127		
<b>ATTORNEY DOCKET NUMBER:</b>	51783-6001/6002/6005/6006		
<b>NAME OF SUBMITTER:</b>	Douglas L. Hendricks		

**CH \$115.00 78702841**

Signature:

/Douglas L. Hendricks/

Date:

10/31/2005

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, R&R Partners, Inc., a Nevada corporation ("Assignor"), has filed with the United States Patent and Trademark Office the trademark applications listed on Exhibit A (the "Applications") for the trademarks ONLY VEGAS, ONLY IN LAS VEGAS, and ONLY IN VEGAS (including, without limitation, any logo and design marks incorporating such term, the "Trademarks"); and

WHEREAS, Assignor wishes to assign all of its right, title and interest in and to the Trademarks to Las Vegas Convention and Visitors Authority, a Nevada local government entity ("Assignee"), and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment.

Assignor hereby transfers, conveys and assigns to Assignee any and all right, title and interest that Assignor may have anywhere in the world in and to the Trademarks, together with (a) the Applications; (b) any other national, foreign and state registrations and applications for registration of the Trademarks, and any renewals and extensions thereof; (c) any and all common law rights related thereto; (d) any and all goodwill associated therewith, and (e) and any and all rights and remedies, whether before or hereafter accrued, that Assignor may have to sue and recover for any and all past, present or future infringements or other violations of any rights in and to the Trademarks, including, without limitation, the right to settle and retain all proceeds from any such actions. Assignor retains no rights to use the Trademarks and agrees not to challenge the validity of Assignee's ownership in the Trademarks.

2. COOPERATION.

Assignor shall execute such written instruments as may be necessary or appropriate, in the opinion of Assignee, to perfect the above-described transfer of the Trademarks to Assignee, and shall cooperate in providing such information as Assignor may reasonably request in connection with any proceedings relating to said Trademarks in the United States or foreign countries.

3. MISCELLANEOUS.

This Assignment is made under and shall be construed in accordance with the laws of the State of Nevada, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Nevada to the rights and duties of the parties. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the parties unless made in writing and signed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, Assignee has caused this Agreement to be executed by its duly authorized representative.

ASSIGNEE

By: William Vassiliadis  
Name: William Vassiliadis  
Title: CEO  
Date: 10/25/05

**EXHIBIT A**  
**Applications**

1. ONLY VEGAS, U.S. Application Serial No. 78/702,841
2. ONLY VEGAS, U.S. Application Serial No. 76/608,120
3. ONLY IN LAS VEGAS, U.S. Application Serial No. 76/608,122 (currently abandoned)
4. ONLY IN VEGAS, U.S. Application Serial No. 76/608,121 (currently abandoned)