

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	04/04/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Primadonna Company, LLC		04/04/2007	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	PRMA Land Development Company
Street Address:	3950 Las Vegas Boulevard South
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2089425	PRIMM VALLEY GOLF CLUB
Registration Number:	2091484	PRIMM VALLEY GOLF CLUB
Registration Number:	2091485	PRIMM VALLEY GOLF CLUB
Registration Number:	2091486	PRIMM VALLEY GOLF CLUB

CORRESPONDENCE DATA

Fax Number: (702)949-8398
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (702) 949-8200
 Email: TRADEMARKS-LASVEGAS@LRLAW.COM
 Correspondent Name: Michael J. McCue
 Address Line 1: 3993 Howard Hughes Parkway
 Address Line 2: Ste. 600
 Address Line 4: Las Vegas, NEVADA 89169

CH \$115.00 2089425

ATTORNEY DOCKET NUMBER:	45736
NAME OF SUBMITTER:	Bryan L. Wright
Signature:	/Bryan L. Wright/
Date:	04/05/2007
Total Attachments: 5 source=primgolg#page1.tif source=primgolg#page2.tif source=primgolg#page3.tif source=primgolg#page4.tif source=primgolg#page5.tif	

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 The Primadonna Company, LLC

- | | |
|--|--|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Association |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation- State: _____ | |
| <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> | |

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) April, 2007

- | | |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____ | |

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: PRMA Land Development Company
 Internal Address: _____
 Street Address: 3950 Las Vegas Boulevard South
 City: Las Vegas
 State: Nevada
 Country: USA Zip: 89119

- | | |
|--|---------------------------|
| <input type="checkbox"/> Association | Citizenship _____ |
| <input type="checkbox"/> General Partnership | Citizenship _____ |
| <input type="checkbox"/> Limited Partnership | Citizenship _____ |
| <input checked="" type="checkbox"/> Corporation | Citizenship <u>Nevada</u> |
| <input type="checkbox"/> Other _____ Citizenship _____ | |

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
 (i) 2,089,425; (ii) 2,091,484; (iii) 2,091,485; (iv) 2,091,486

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
 (i) PRIMM VALLEY GOLF CLUB; (ii) - (iv) PRIMM VALLEY GOLF CLUB (and design)

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

Name: Bryan L. Wright
 Internal Address: _____
 Street Address: 3950 Las Vegas Boulevard South
 City: Las Vegas
 State: Nevada Zip: 89119
 Phone Number: _____
 Fax Number: _____
 Email Address: _____

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____
- | | |
|--------------------------|---|
| <input type="checkbox"/> | Authorized to be charged by credit card |
| <input type="checkbox"/> | Authorized to be charged to deposit account |
| <input type="checkbox"/> | Enclosed |

8. Payment Information:

- | | |
|---------------------------------|-----------------------|
| a. Credit Card | Last 4 Numbers _____ |
| | Expiration Date _____ |
| b. Deposit Account Number _____ | |
| Authorized User Name _____ | |

9. Signature: 

Date _____

Bryan L. Wright
 Signature

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

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 4, 2007 ("Effective Date") by and between The Primadonna Company, LLC, a Nevada limited liability company, having its principal place of business in the city of Las Vegas, state of Nevada ("Assignor") and PRMA Land Development Company, a Nevada corporation ("Assignee") (collectively, the "Parties").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks registered on the Principal Register of the United States Patent and Trademark Office set forth on Exhibit A hereto and any common law rights in such marks (collectively, the "Trademarks") and the goodwill symbolized by the Trademarks;

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement by and among New York-New York Hotel & Casino, LLC, Assignor, Assignee and Herbst Gaming, Inc. (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee is desirous of acquiring all of the right, title and interest in and to the Trademarks, and the registrations and application thereof and the good will of the business appertaining thereto; and

WHEREAS, concurrently herewith, Assignee is entering into that certain Concurrent Use Agreement between Herbst Gaming, Inc. and Assignee (the "Agreement") which further governs Assignee's use of the Trademarks.

NOW THEREFORE, IN CONSIDERATION of the foregoing, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment of Trademark. Assignor does hereby sell, assign, and transfer unto Assignee all right, title and interest in and to the Trademarks set forth on Exhibit A attached hereto together with all of the goodwill of the business symbolized by the Trademarks and any renewals and extensions of such registrations, and all other corresponding rights that exist or that may be secured under common law, state laws, the laws of the United States or any foreign country, as of the Effective Date, as well as all income, royalties or payments due or payable from and after the Effective Date or thereafter and the right to sue and collect damages for past, present and future infringements, dilution or other unauthorized use of the Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. No Liability. Assignor and Assignee acknowledge that neither Kirk Kerkorian nor

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Tracinda Corporation, individually or collectively, is a party to this Assignment. The Parties further acknowledge that neither Mr. Kerkorian nor Tracinda Corporation shall have any Liability whatsoever with respect to this Assignment. Accordingly, the Parties hereby agree that in the event (a) there is any alleged breach or default or breach or default by any party under this Assignment or any such document or (b) any Party has or may have any claim arising from or relating to the terms of this Assignment or any such document, no Party shall commence any proceedings or otherwise seek to impose any Liability whatsoever against Mr. Kerkorian or Tracinda Corporation by reason of such alleged breach, default or claim.

3. Counterparts. This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.
4. Choice of Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.
5. Authority. The Parties each represent and warrant to the other that their officer or other duly authorized representative executing this Agreement has the full power and authority to do so on their behalf.

[The remainder of this page is intentionally left blank. Signatures are on the following page.]

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the parties, have executed this Assignment below effective as of the Effective Date identified above.

THE PRIMADONNA COMPANY, LLC,
a Nevada limited liability company

By: 
Name: Bryan L. Wright
Its: Assistant Secretary

PRMA LAND DEVELOPMENT COMPANY,
a Nevada corporation


By: 
Name: Bryan L. Wright
Its: Assistant Secretary

EXHIBIT A

TRADEMARKS

Trademark	Registration No.	Registration Date
PRIMM VALLEY GOLF CLUB	2,089,425	8/19/97
PRIMM VALLEY GOLF CLUB (and design)	2,091,484	8/26/97
PRIMM VALLEY GOLF CLUB (and design)	2,091,485	8/26/97
PRIMM VALLEY GOLF CLUB (and design)	2,091,486	8/26/97

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