

06-27-2007

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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JUN 25 2007 2:22

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

6.25.07

1. Name of conveying party(ies):
Mandalay Resort Group

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Nevada
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: Edgewater Hotel Corporation
Internal
Address: _____
Street Address: 2020 S. Casino Drive
City: Laughlin
State: Nevada
Country: USA Zip: 89028

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Nevada
 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)

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

Execution Date(s) June 1, 2007

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
SN76/291,255
SN76/291,256

B. Trademark Registration No.(s)
2680040; 2680041

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Nate Adams
Internal Address: _____
Street Address: 6725 Via Austi Parkway
Suite 200
City: Las Vegas
State: Nevada Zip: 89119
Phone Number: (702) 386.8637
Fax Number: (702) 385.3025
Email Address: nadams@lawson.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Bryan L. Wright June 1, 2007
Signature Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 1

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 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 1, 2007 ("Effective Date") by and between Mandalay Resort Group, a Nevada corporation, with its principal place of business at 3950 Las Vegas Boulevard South, Las Vegas, Nevada 89119 ("Assignor") and Edgewater Hotel Corporation, a Nevada corporation, with its principal place of business at 2020 S. Casino Drive, Laughlin, Nevada 89028 ("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, dated October 13, 2006, as amended from time to time, by and among Assignor, Assignee and Colorado Belle, LLC as successor to Colorado Belle Corp., on the one hand, and MS Gaming, Inc. as successor-in-interest to Aces High Management, LLC, on the other hand (the "Purchase Agreement"); and

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.

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 of Assignor's rights, 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 law, 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.

Assignor shall promptly execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks.

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

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 and on behalf of all parties against whom the release contained in this Agreement is effective.

[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.


ASSIGNOR

MANDALAY RESORT GROUP,
a Nevada corporation

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

ASSIGNEE

EDGEWATER HOTEL CORPORATION,
a Nevada corporation

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

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