

**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>
OPBIZ, L.L.C.		02/19/2010	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PHW LAS VEGAS, LLC		
<b>Street Address:</b>	3667 Las Vegas Boulevard South		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89109		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77490159	ELEMENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(213) 430-8308		
<b>Email:</b>	sgordon@omm.com		
<b>Correspondent Name:</b>	Shari Gordon		
<b>Address Line 1:</b>	400 S. Hope Street		
<b>Address Line 2:</b>	18th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-2899		
<b>ATTORNEY DOCKET NUMBER:</b>	357,514-15		
<b>NAME OF SUBMITTER:</b>	Shari L. Gordon		
<b>Signature:</b>	/Shari L. Gordon/		

CH \$40.00 77490159

**900155219**

**TRADEMARK  
 REEL: 004152 FRAME: 0570**

Date:

02/19/2010

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Trademark Assignment") is made and entered into this 19th day of February 2010 (the "Effective Date") by and between OPBIZ, L.L.C., a Nevada limited liability company ("Assignor"), and PHW LAS VEGAS, LLC, a Nevada limited liability company (the "Assignee").

**WHEREAS**, this Trademark Assignment is being entered into in connection with the transactions contemplated by the Contribution Agreement, dated as of February 18, 2010, by and among Assignee, Assignor and PH FEE OWNER LLC, a Delaware limited liability company (as amended, supplemented or restated from time to time, the "Contribution Agreement").

**WHEREAS**, in connection with the transactions contemplated by the Contribution Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, the trademarks and applications for trademark set forth on Schedule 1 attached hereto (collectively, the "Assigned Trademarks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:


1. Assignor hereby assigns to Assignee its entire right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business associated with the Assigned Trademarks, all other corresponding rights secured under the laws of the United States and any foreign country and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, including the right to collect all proceeds and damages therefrom.
2. Assignor further agrees that should additional or further documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Assigned Trademarks in Assignee, Assignor will, without further consideration, provide or execute such other information or documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request.
3. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.
4. This Trademark Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Trademark Assignment the day and year first above written.

**ASSIGNOR:**

**OPBIZ, L.L.C.,**  
a Nevada limited liability company

By:  \_\_\_\_\_

Name: Donna Lehmann

Title: \_\_\_\_\_

**ASSIGNEE:**

**PHW LAS VEGAS, LLC,**  
Nevada limited liability company

By: \_\_\_\_\_

Name: Mark Helm

Title: Authorized Person

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Assignment the day and year first above written.

**ASSIGNOR:**

**OPBIZ, L.L.C.,**  
a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**PHW LAS VEGAS, LLC,**  
Nevada limited liability company

By:  \_\_\_\_\_

Name: Mark Helm

Title: Authorized Person

STATE OF Nevada  
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of Feb, 2010, by Dennalehmann of \_\_\_\_\_ on behalf of CPB12 LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

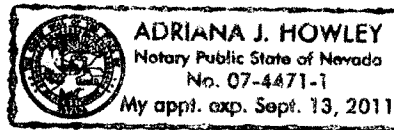
Notary Public in and for Nevada  
[State]

[SEAL]

My Commission Expires:

9/13/11

*Adriana Howley*



STATE OF Nevada

COUNTY OF Clark

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of Feb., 2010, by Mark Helm of \_\_\_\_\_ on behalf of PHW Las Vegas LLC

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

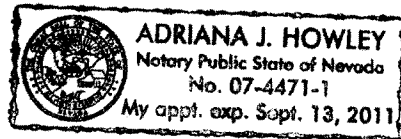
Notary Public in and for Nevada  
[State]

[SEAL]

My Commission Expires:

9/13/11

*Adriana Howley*



Schedule 1

**ASSIGNED TRADEMARKS**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Filing Date</b>	<b>Trademark</b>
78736141	3192328	Oct. 19, 2005	THE SUNSET STRIP BAND
76038640	2628932	May 2, 2000	ALADDIN
76453832	2734651	Sept. 30, 2008	ROC BAR
76038639	2636409	May 2, 2000	ALADDIN
76245399	2699487	March 25, 2003	SPICE MARKET BUFFET
76460709	2761456	Oct. 23, 2002	NO RISK SLOTS
75563195	2764504	Oct. 2, 1998	WHERE WISHES COME TRUE!
74331894	1781854	Nov. 17, 1992	ALADDIN
74331893	1779369	Nov. 17, 1992	ALADDIN
74331895	1781855	Nov. 17, 1992	ALADDIN
77490159	-----	June 3, 2008	ELEMENTS (suspended)