

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
Becker Gaming, Inc.		08/24/2010	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	W2007 Arizona Charlie's Propco, L.P.		
Composed Of:	COMPOSED OF W2007 ARIZONA CHARLIE'S GEN-PAR LLC		
Street Address:	2000 Las Vegas Boulevard South		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77799694	ARIZONA CHARLIE'S	
CORRESPONDENCE DATA			
Fax Number:	(702)949-8376		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
ATTORNEY DOCKET NUMBER:	46303.00016		
NAME OF SUBMITTER:	Jennifer K. Craft		
Signature:	/Jennifer K. Craft/		

CH \$40.00 77799694

Date:

11/10/2010

Total Attachments: 3

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ASSIGNMENT

This intellectual property assignment ("Assignment") is entered into this / day of June 2010 ("Effective Date") by and between Becker Gaming, Inc., a Nevada corporation, ("Becker") and W2007 Arizona Charlie's Propco, L.P., a Delaware limited partnership ("ACP") and together with Becker, ("Parties").

Becker owns common law rights in the ARIZONA CHARLIE'S mark for casino and resort hotel/lodging services and other related uses (the "Mark"), a cancelled federal trademark registration assigned U.S. Reg. No. 2,213,115 for the Mark (the "Registration") and a pending federal trademark application assigned U.S. Serial No. 77/799,694 for the Mark (the "Application");

Becker and ACP's predecessor in interest, Arizona Charlie's, Inc., ("ACI") entered into a Service Mark License Agreement dated August 1, 2000 ("Service Mark Agreement") pursuant to which Becker granted ACI an exclusive license to use the Mark;

ACI converted into Arizona Charlie's, LLC ("ACL") and ACL thereby acquired all of ACI's rights and obligations under the Service Mark Agreement;

ACL assigned, and ACP thereby acquired, all of ACL's rights and obligations under the Services Mark Agreement;

Becker and ACP executed an Addendum to the Service Mark Agreement dated August 10, 2009;

ACP now wishes to terminate the Service Mark Agreement, to acquire all of Becker's rights in and to the Mark, including without limitation, the mark ARIZONA CHARLIE without the 'S' ("Licensed Mark" and together with Mark, the "Marks"), the goodwill associated therewith and symbolized thereby, the Registration and the Application and to grant Becker an exclusive license to use the Licensed Mark as set forth in the license agreement by the Parties to be executed concurrently herewith ("License Agreement"); and

Becker wishes to accept ACP's notice of termination of the Service Mark Agreement, to assign to ACP all of Becker's rights in and to the Marks, the goodwill associated therewith and symbolized thereby, the Registration and the Application, and to acquire an exclusive license from ACP to use the Licensed Mark as set forth in the License Agreement;

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the above recitals are incorporated herein by this reference and as follows:

1. As of the Effective Date, ACP hereby terminates the Service Mark Agreement. The Parties agree that such notice of termination is in accordance with terms and conditions of the Service Mark Agreement.

2. Becker hereby irrevocably assigns, transfers and conveys to ACP, without any restrictions, limitations or reservations, and ACP does hereby accept the assignment, transfer and conveyance of, all of Becker's entire right, title, and interest in and to the Marks, including, without limitation, all federal, state and common law rights therein and goodwill associated with and symbolized thereby, the Registration and the Application (collectively, "Assigned Intellectual Property"), all rights licensed to ACI under the Service Mark Agreement, all income, royalties or payments now or hereafter due or payable with respect to the Marks, all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringements, violations, dilutions or contract breaches, together with the right at law or equity to sue and recover for any past, continuing and/or future infringements, violations, dilutions or contract breaches and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date, all of the foregoing rights, titles and interests to be held and enjoyed by ACP, for ACP's own use and benefit and for the use and benefit of ACP's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Becker if this assignment, transfer and conveyance had not been made.

3. Becker waives and releases any claim of infringement, dilution or other violation of or contract breach in connection with, any right, title, or interest of Becker in and to the Assigned Intellectual Property and shall not challenge nor dispute ACP's right, title, and interest in and to the Assigned Intellectual Property or any other rights assigned hereunder.

4. Becker shall at no time reserve, register or attempt to register (or allow others to do the same) the Marks or any trademark or service mark that is confusingly similar to the Marks. Becker shall at no time adopt or use the Marks or any trademark or service mark that is confusingly similar to the Marks, except as otherwise provided in the License Agreement.

5. Becker, at ACP's reasonable request, shall provide to ACP, its successors, assigns or other legal representatives, any and all cooperation and assistance (including, without limitation, the execution and delivery of affidavits, declarations, oaths, samples, exhibits, specimens and other documentation) that may be necessary in the preparation and prosecution of any application for registration of the Assigned Intellectual Property and the prosecution or defense of any opposition, cancellation, infringement or other proceedings that may arise in connection with the Assigned Intellectual Property or any other rights assigned hereunder.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada applicable to agreements made and wholly performed therein.

7. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

8. Becker and ACP agree to execute such further documentation and perform such further actions, including without limitation, any actions or documents required by the applicable registrar or other authority to document the assignment herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Assigned Intellectual Property in ACP.

9. Execution of this Assignment in no way releases or discharges Becker from any claims, demands, damages, debts, liabilities, actions, causes of action or suits of whatsoever kind or nature, presently known or unknown, asserted or unasserted by ACP or its successors, predecessors, parents, affiliates, shareholders, representatives, employees, affiliates, heirs, executors, and administrators in association with, or arising out of, the cancellation of the Registration.

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed as of the Effective Date and each of the undersigned represent that he or she has the authority to legally bind his or her respective entities.

W2007 Arizona Charlie's Propco, L.P.

Phillip A. Gulland
By: ~~Steven M. Angel~~
Its: Phillip A. Gulland
Date: 9-7-10

Becker Gaming, Inc

[Signature]
By: Bruce F. Becker
Its: Pres.
Date: 8-24-2010