

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
IMPERIAL PALACE, LLC		10/04/2011	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	BOYD BILOXI, LLC
Street Address:	6465 South Rainbow Boulevard
Internal Address:	Attn: Mr. Louis J. Nunziata
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89118
Entity Type:	LIMITED LIABILITY COMPANY: MISSISSIPPI

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1870042	IP
Registration Number:	3830583	IP IMPERIAL PALACE HOTEL & CASINO · LAS VEGAS, NEVADA
Serial Number:	85332513	IP CASINO RESORT · SPA
Serial Number:	85332492	IP CASINO RESORT SPA
Serial Number:	85332474	IP CASINO

CORRESPONDENCE DATA

Fax Number: (702)696-1111
 Phone: 702-696-1104
 Email: louisnunziata@hotmail.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Boyd Gaming Corporation
 Address Line 1: 6465 South Rainbow Boulevard

900203896

**TRADEMARK
 REEL: 004636 FRAME: 0521**

CH \$140.00 1870042

Address Line 2: Attn: Mr. Louis J. Nunziata
Address Line 4: Las Vegas, NEVADA 89118

ATTORNEY DOCKET NUMBER:	IPLLC TO BOYDBILOXILLC
NAME OF SUBMITTER:	Louis J. Nunziata
Signature:	/Louis J. Nunziata/
Date:	10/05/2011

Total Attachments: 5
source=Assignmentfrom Imperial Palace LLC to Boyd Biloxi LLC#page1.tif
source=Assignmentfrom Imperial Palace LLC to Boyd Biloxi LLC#page2.tif
source=Assignmentfrom Imperial Palace LLC to Boyd Biloxi LLC#page3.tif
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SERVICEMARK AND TRADEMARK ASSIGNMENT AGREEMENT

This **SERVICEMARK AND TRADEMARK ASSIGNMENT AGREEMENT** ("Assignment Agreement"), which is to be effective as of the Time of Possession (as defined in the Purchase Agreement (defined below)), is made this 4th day of October, 2011, by and between **IMPERIAL PALACE, LLC**, a Nevada limited liability company (hereafter referred to as "Assignor"), and **BOYD BILOXI, LLC**, a Mississippi limited liability company (hereafter referred to as "Assignee").

WHEREAS, **IMPERIAL PALACE OF MISSISSIPPI, LLC**, a Mississippi limited liability company, doing business as **IP Casino Resort Spa** ("IPM") and **KEY LARGO HOLDINGS, LLC**, a Delaware limited liability company ("Key Largo") (collectively, "Seller") and Assignee's predecessor-in-interest are parties to that certain Agreement for Purchase and Sale dated as of June 15, 2011 (together with that certain First Amendment to Agreement for Purchase and Sale, dated August 3, 2011, and that certain Second Amendment to Purchase and Sale, dated September 27, 2011, collectively, the "Purchase Agreement"); and

WHEREAS, Assignor is the owner of certain Intellectual Property described and listed on Exhibit A attached hereto and incorporated herein by this reference as though set forth in full; and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby, effective as of the Time of Possession, sell, assign and transfer to Assignee all right, title and interest in and to the service marks, trademarks, applications and registrations listed on Exhibit "A" attached hereto, together with the goodwill of the business connected with the use of and symbolized thereby (referred to as the "Intellectual Property"), including the right to recover for damages and profits for past, current and future infringements, if any.

Assignor warrants that it is the legal owner of all right, title and interest in the Intellectual Property, other than the License Agreement to Harrah's Imperial Palace Corp. dated effective as of December 22, 2005, that the Intellectual Property has not been otherwise previously pledged, assigned, or encumbered and that this assignment does not infringe on the rights of any person.

Assignor agrees to cooperate with Assignee and to execute and deliver all papers, instruments and assignments as may be necessary to vest all right, title and interest in and to the aforesaid Intellectual Property, including, without limitation, recordation of the assignment in the United States Patent and Trademark Office.

All notices and other communications hereunder shall be delivered in accordance with Article XV of the Purchase Agreement.

This Assignment Agreement shall not be amended except by a written instrument making specific reference to this Assignment Agreement signed by each of the parties hereto.

This Assignment Agreement shall be governed by the laws of the State of Mississippi, without giving effect to choice of law principles thereof that would cause the application of the laws of any other jurisdiction.

This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and representatives.

The subject headings or captions of the paragraphs in this Agreement are inserted for convenience of reference only and shall not affect the meaning, construction or interpretation of the any provisions contained herein. All capitalized terms defined herein are equally applicable to both the singular and plural forms of such terms.

This Assignment Agreement may be signed in multiple counterparts, with each counterpart having the same force and effect as if this single instrument were executed by each of the parties hereto and delivered (including by facsimile) to the other party.

There are no third-party beneficiaries to this Assignment Agreement.

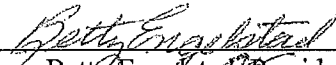
If any provision of this Assignment Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Assignment Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

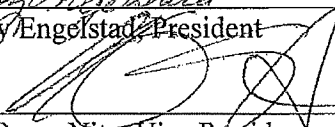
Notwithstanding anything to the contrary contained in this Assignment Agreement, in the event of any conflict between the terms of this Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

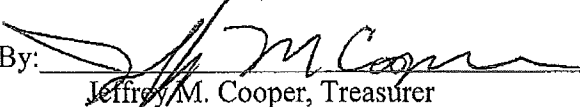
IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed as of the 4th day of October, 2011.

ASSIGNOR:

IMPERIAL PALACE, LLC

By: 
Betty Engelstad, President

By: 
W. Owen Nitz, Vice President and Secretary

By: 
Jeffrey M. Cooper, Treasurer

ASSIGNEE:

BOYD BILOXI, LLC

By: _____
Keith E. Smith, Manager and President

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ASSIGNOR:

IMPERIAL PALACE, LLC

By: _____
Betty Engelstad, President

By: _____
W. Owen Nitz, Vice President and Secretary

By: _____
Jeffrey M. Cooper, Treasurer

ASSIGNEE:

BOYD BILOXI, LLC


By:  _____
Keith E. Smith, Manager and President

EXHIBIT "A"
TO SERVICE MARK AND TRADEMARK ASSIGNMENT AGREEMENT

Trademark	U.S. Registration No.
IP	1870042
IP Imperial Palace Hotel & Casino Las Vegas, Nevada	3830583
IP Casino Resort Spa	Serial No.: 85/332,513
IP Casino Resort Spa	Serial No.: 85/332,492
IP Casino	Serial No.: 85/332,474

Note: The above trademarks are also listed on Attachment 1 hereto along with the images associated with them.

ATTACHMENT 1




Filed Date	Registered Date	U.S. Registration Number	Application/ U.S. Serial Number	Status	Design or Standard Character	Mark	Image
11-01-1993	12-27-1994	1870042 Owner: Imperial Palace, LLC	74452769	Live Renewal filed 9/7/2005; Next Renewal due on 12/27/2014	Design	IP Bug	
07-28-2009	08-10-2010	3830583 Owner: Imperial Palace, LLC	77791692	Live Secs 8 & 15 Due between 8/10/2015 and 8/10/2016	Design	Imperial Palace Hotel & Casino Las Vegas, Nevada	
05-27-11		Owner: Imperial Palace, LLC	85332513	Live Mark Filed 5/27/2011	Design	IP Casino Resort Spa	
05-27-11		Owner: Imperial Palace, LLC	85332492	Live Mark Filed 5/27/2011	Standard	IP Casino Resort Spa	IP CASINO RESORT SPA

EXHIBIT "A"
TO SERVICE MARK AND TRADEMARK ASSIGNMENT AGREEMENT

05-27-11		Owner Imperial Palace, LLC	85332474	Live Mark Filed 5/27/2011	Standard	IP Casino	IP CASINO
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