

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 of Mississippi, LLC		10/04/2011	LIMITED LIABILITY COMPANY: MISSISSIPPI

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: 31

Property Type	Number	Word Mark
Registration Number:	3549359	IP CASINO RESORT SPA MORE THAN YOU EXPECT!
Registration Number:	3757499	IMPERIAL PALACE OF MISSISSIPPI
Registration Number:	3748343	IP TRENDS
Registration Number:	3622977	IP REWARDS
Registration Number:	3622985	IP REWARDS ELITE
Registration Number:	3622986	IP REWARDS PREMIUM
Registration Number:	3622987	IP REWARDS PREFERRED
Registration Number:	3622988	IP INFUSION COFFEE BAR
Registration Number:	3598545	BACK BAY BUFFET
Registration Number:	3312434	THE RIVER
Registration Number:	3683225	BACK BAY BUFFET
Registration Number:	3220154	QUENCH
Registration Number:	3229439	CHILL

CH \$790.00 3549359

Registration Number:	3946638	TIEN
Registration Number:	3946637	5 SENSES SPA & SALON 5
Registration Number:	3711569	STUDIO A
Registration Number:	3776819	TIEN
Registration Number:	3776811	TIEN
Registration Number:	3623008	HIGH TIDE CAFE
Registration Number:	3622994	Q AFTER DARK
Registration Number:	3622993	QUENCH EAT DRINK SWIM
Registration Number:	3756651	WINTAGIOUS
Registration Number:	3622992	HIGH TIDE CAFE
Registration Number:	3622991	TIEN
Registration Number:	3622990	AN EPIDEMIC IS COMING
Registration Number:	3622989	HIGHLIGHTS SPORTS LOUNGE
Registration Number:	3833368	CHILL ULTRA LOUNGE
Registration Number:	3833367	CHILL ULTRA LOUNGE
Serial Number:	77611502	LUCKY JACKPOT
Registration Number:	3580113	MORE THAN YOU EXPECT!
Registration Number:	3832299	TRENDS

CORRESPONDENCE DATA

Fax Number: (702)696-1111
Phone: 702-696-1104
Email: louisnunziata@boydgaming.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
Address Line 2: Attn: Mr. Louis J. Nunziata
Address Line 4: Las Vegas, NEVADA 89118

ATTORNEY DOCKET NUMBER:	IPOFMISS TO BOYD BILOXI
NAME OF SUBMITTER:	Louis J. Nunziata
Signature:	/Louis J. Nunziata/
Date:	10/06/2011

Total Attachments: 10

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TRADEMARK
REEL: 004637 FRAME: 0052

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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, is made this 4th day of October, 2011 by and between **IMPERIAL PALACE OF MISSISSIPPI, LLC**, a Mississippi limited liability company dba **IP Casino Resort Spa** (hereafter referred to as “Assignor”), and **BOYD BILOXI, LLC**, a Mississippi limited liability company (hereafter referred to as “Assignee”).

WHEREAS, Assignor 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, 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 OF MISSISSIPPI, LLC

By: Betty Engelstad
Betty Engelstad, President

By: Kris Ann Engelstad McGarry
Kris Ann Engelstad McGarry, Vice President

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

By: Jeffrey M. Cooper
Jeffrey M. Cooper, Treasurer

ASSIGNEE:

BOYD BILOXI, LLC

By: _____
Keith E. Smith, Manager and President

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.

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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 OF MISSISSIPPI, LLC

By: _____
Betty Engelstad, President

By: _____
Kris Ann Engelstad McGarry, Vice 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

<u>Trademark</u>	<u>U.S. Registration No.</u>
IP Casino Resort Spa MORE THAN YOU EXPECT!	3549359
Imperial Palace of Mississippi	3757499
IP Trends	3748343
IP Rewards	3622977
IP Rewards Elite	3622985
IP Rewards Premium	3622986
IP Rewards Preferred	3622987
IP Infusion Coffee Bar	3622988
Back Bay Buffet	3598545
the river	3312434
Back Bay Buffet	3683225
Quench	3220154
Chill	3229439
Tien	3946638
5 Senses Spa & Salon 5	3946637
Studio A	3711569
tien	3776819
tien	3776811
High Tide Café	3623008
Q after dark	3622994
Quench eat~drink~swim	3622993
Wintagious	3756651
High Tide Café	3622992
tien	3622991
An Epidemic is Coming	3622990
Highlights Sports Lounge	3622989
Chill Ultra Lounge	3833368
Chill Ultra Lounge	3833367
Lucky Jackpot	Applied for 11/10/2008
	Action suspended by USPTO on 1/13/2009
	pending disposition of previously filed
	applications for potentially conflicting marks
More Than You Expect!	3580113
Trends	3832299

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

EXHIBIT "A"
TO SERVICE MARK AND TRADEMARK ASSIGNMENT AGREEMENT

ATTACHMENT 1

Filed Date	Registered Date	U.S. Registration Number	Application/ U.S. Serial Number	Status	Design or Standard Character	Mark	Image
03-12-2008	12-23-2008	3549359 Owner: Imperial Palace of Mississippi, LLC	77420283	Live Secs 8 & 15 due between 12-23-2013 and 12-23- 2014	Standard	IP Casino Resort Spa MORE THAN YOU EXPECT	IP Casino Resort Spa MORE THAN YOU EXPECT!
07-29-2009	03-09-2010	3757499 Owner: Imperial Palace of Mississippi, LLC	77792780	Live Secs 8 & 15 due between 3-9-2015 and 3-9-2016	Standard	Imperial Palace of Mississippi	Imperial Palace of Mississippi
12-05-08	02-16-10	3748343 Owner: Imperial Palace of Mississippi, LLC	77627858	Live Secs 8 & 15 due between 2-16-2015 and 2-16- 2015	Standard	IP Trends	IP Trends
11-10-08	05-19-09	3622977 Owner: Imperial Palace of Mississippi, LLC	77611454	Live Secs 8 & 15 due between 5-19-2014 and 5-19- 2015	Standard	IP Rewards	IP REWARDS
11-16-08	05-19-09	3622985 Owner: Imperial Palace of Mississippi, LLC	77615370	Live Secs 8 & 15 due between 5-19-2014 and 5-19- 2015	Standard	IP Rewards Elite	IP Rewards ELITE

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Filed Date	Registered Date	U.S. Registration Number	Application/ U.S. Serial Number	Status	Design or Standard Character	Mark	Image
11-16-08	05-19-09	3622986 Owner: Imperial Palace of Mississippi, LLC	77615374	Live Secs 8 & 15 due between 5-19-2014 and 5-19- 2015	Standard	IP Rewards Premium	IP Rewards PREMIUM
11-16-08	05-19-09	3622987 Owner: Imperial Palace of Mississippi, LLC	77615376	Live Secs 8 & 15 due between 5-19-2014 and 5-19- 2015	Standard	IP Rewards Preferred	IP Rewards PREFERRED
11-16-08	05-19-09	3622988 Owner: Imperial Palace of Mississippi, LLC	77615382	Live Secs 8 & 15 due between 5-19-2014 and 5-19- 2015	Standard	IP Infusion Coffee Bar	IP Infusion Coffee Bar
07-11-06	03-31-09	3598545 Owner: Imperial Palace of Mississippi, LLC	78926377	Live Secs 8 & 15 due between 3-31-2014 and 3-31- 2015	Design	Back Bay Buffet	
07-11-06	10-16-07	3312434 Owner: Imperial Palace of Mississippi, LLC	78926376	Live Secs 8 & 15 due between 10-16-2012 and 10-16- 2013	Design	the river	
06-02-06	09-15-09	3683225 Owner: Imperial Palace of Mississippi, LLC	78899747	Live Secs 8 & 15 due between 9-15-2014 and 9-15- 2015	Standard	Back Bay Buffet	Back Bay Buffet

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Filed Date	Registered Date	U.S. Registration Number	Application/ U.S. Serial Number	Status	Design or Standard Character	Mark	Image
05-31-06	03-20-07	3220154 Owner: Imperial Palace of Mississippi, LLC	78896975	Live Secs 8 & 15 due between 3-20-2012 and 3-20- 2013	Standard	Quench	QUENCH
04-21-06	04-17-07	3229439 Owner: Imperial Palace of Mississippi, LLC	78867233	Live Secs 8 & 15 due between 4-17-2012 and 4-17- 2013	Design	Chill	CHILL
12-04-08	04-19-11	3946638 Owner: Imperial Palace of Mississippi, LLC	77626680	Live Secs 8 & 15 due between 4-19-2016 and 4-19- 2017	Design	Tien	天 tien
11-17-08	04-19-11	3946637 Owner: Imperial Palace of Mississippi, LLC	77615393	Live Secs 8 & 15 due between 4-19-2016 and 4-19- 2017	Design	5 Senses Spa & Salon 5	5 SENSES SPA & SALON
03-23-09	11-17-09	3711569 Owner: Imperial Palace of Mississippi, LLC	77697330	Live Secs 8 & 15 due between 11-17-2014 and 11-17- 2015	Design	Studio A	STUDIO A
12-11-08	04-20-10	3776819 Owner: Imperial Palace of Mississippi, LLC	77631629	Live Secs 8 & 15 due between 4-20-2015 and 4-20- 2016	Design	tien	tien

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Filed Date	Registered Date	U.S. Registration Number	Application/ U.S. Serial Number	Status	Design or Standard Character	Mark	Image
12-04-08	04-20-10	3776811 Owner: Imperial Palace of Mississippi, LLC	77626939	Live Secs 8 & 15 due between 4-20-2015 and 4-20- 2016	Design	tien	
12-04-08	05-19-09	3623008 Owner: Imperial Palace of Mississippi, LLC	77626823	Live Secs 8 & 15 due between 5-19-2014 and 5-19- 2015	Design	High Tide Café	
11-17-08	05-19-09	3622994 Owner: Imperial Palace of Mississippi, LLC	77615416	Live Secs 8 & 15 due between 5-19-2014 and 5-19- 2015	Design	Q after dark	
11-17-08	05-19-09	3622993 Owner: Imperial Palace of Mississippi, LLC	77615414	Live Secs 8 & 15 due between 5-19-2014 and 5-19- 2015	Design	Quench eat~drink~swi m	
11-17-08	03-09-10	3756651 Owner: Imperial Palace of Mississippi, LLC	77615413	Live Secs 8 & 15 due between 3-9-2015 and 3-9-2016	Standard	Wintagious	WINTAGIOUS
11-17-08	05-19-09	3622992 Owner: Imperial Palace of Mississippi, LLC	77615407	Live Secs 8 & 15 due between 5-19-2014 and 5-19- 2015	Standard	High Tide Café	HIGH TIDE CAFE
11-17-08	05-19-09	3622991 Owner: Imperial Palace of Mississippi, LLC	77615406	Live Secs 8 & 15 due between 5-19-2014 and 5-19- 2015	Standard	tien	tien

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Filed Date	Registered Date	U.S. Registration Number	Application/ U.S. Serial Number	Status	Design or Standard Character	Mark	Image
11-17-08	05-19-09	3622990 Owner: Imperial Palace of Mississippi, LLC	77615404	Live Secs 8 & 15 due between 5-19-2014 and 5-19- 2015	Standard	An Epidemic is Coming	AN EPIDEMIC IS COMING
11-17-08	05-19-09	3622989 Owner: Imperial Palace of Mississippi, LLC	77615402	Live Secs 8 & 15 due between 5-19-2014 and 5-19- 2015	Standard	Highlights Sports Lounge	HIGHLIGHTS SPORTS LOUNGE
11-17-08	08-17-10	3833368 Owner: Imperial Palace of Mississippi, LLC	77615400	Live Secs 8 & 15 due between 8-17-2015 and 8-17- 2016	Standard	Chill Ultra Lounge	CHILL ULTRA LOUNGE
11-17-08	08-17-10	3833367 Owner: Imperial Palace of Mississippi, LLC	77615398	Live Secs 8 & 15 due between 8-17-2015 and 8-17- 2016	Design	Chill Ultra Lounge	
11-10-08	N/A	N/A Owner: Imperial Palace of Mississippi, LLC	77611502	Live – suspended	Design	Lucky Jackpot	
07-17-08	02-24-09	3580113 Owner: Imperial Palace of Mississippi, LLC	77525430	Live Secs 8 & 15 due between 2-24-2014 and 2-24- 2015	Standard	More Than You Expect!	MORE THAN YOU EXPECT!

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Filed Date	Registered Date	U.S. Registration Number	Application/ U.S. Serial Number	Status	Design or Standard Character	Mark	Image
06-21-07	08-10-10	3832299 Owner: Imperial Palace of Mississippi, LLC	77211474	Live Secs 8 & 15 due between 8-10-2015 and 8-10- 2016	Standard	Trends	TRENDS