

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324051

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
BRG Intellectual Property, LLC		06/27/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MGM Grand Hotel, LLC		
<b>Street Address:</b>	3799 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>Registration Number:</b>	2981178	FIAMMA TRATTORIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7029498376		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	702.949.8200		
<b>Email:</b>	TRADEMARKS-LASVEGAS@LRRLAW.COM		
<b>Correspondent Name:</b>	Michael J. McCue		
<b>Address Line 1:</b>	3993 Howard Hughes Parkway		
<b>Address Line 2:</b>	Ste. 600		
<b>Address Line 4:</b>	Las Vegas, NEVADA 89169		
<b>ATTORNEY DOCKET NUMBER:</b>	45732.FIAMMA		
<b>NAME OF SUBMITTER:</b>	Michael J. McCue		
<b>SIGNATURE:</b>	/Michael J. McCue/		
<b>DATE SIGNED:</b>	11/21/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Fiamma Trademark Assignment (the "*Assignment*") is entered into and is effective as of June ~~21~~ 2013 (the "*Effective Date*"), by and between BRG Intellectual Property, LLC, a Delaware limited liability company having a place of business at 315 Park Avenue South, 13<sup>th</sup> Floor, New York, NY 10010 (the "*Assignor*"), and MGM Grand Hotel, LLC, a Nevada limited liability company having a place of business at 3799 Las Vegas Boulevard South, Las Vegas, Nevada 89109 (the "*Assignee*").

The Assignor hereby transfers and assigns to Assignee, effective as of the Effective Date, all its worldwide right, title, and interest in and to the trademarks, trade names, service marks, applications and registrations described in Exhibit A, which is attached hereto and is incorporated by reference herein, and the goodwill of the business associated therewith (collectively, the "*Marks*").

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee, as of the Effective Date, all of its right, title, and interest in and to the Marks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Marks, the applications and registrations therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Marks, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office or in any foreign jurisdiction.

After the Effective Date, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Marks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

[End of Page. Signatures Follow.]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have duly executed this Trademark Assignment.

BRG Intellectual Property, LLC

Dated: June \_\_, 2013

By: Stephen P. Hanson  
Name: Stephen P. Hanson  
Title: President

APPROVED AS TO FORM  
BY LEGAL DEPARTMENT  
THOMAS J. REICH TR

MGM Grand Hotel, LLC

Dated: June ~~27~~ 2013

By: Scott Sibella  
Scott Sibella, President and COO

This ~~27~~th day of June, 2013, before me personally came the before-mentioned known as the individuals who executed the foregoing Trademark Assignment, who acknowledged to me that they executed the same of their own free will for the purposes and consideration therein expressed, and in the capacity therein set forth.

I, the undersigned, a notary public certify that:

1. Stephen P. Hanson, President, is authorized to sign this Assignment on behalf of BRG Intellectual Property, LLC, and
2. ~~Scott Sibella, President and COO, is authorized to sign this Assignment on behalf of MGM Grand Hotel, LLC.~~

Witness my hand and Notarial seal the day and year immediately above-written.

Notarial Seal

Remko B. DeJong  
Notary Public  
Dated: June ~~21~~, 2013

REMKO B. DEJONG  
Notary Public, State of New York  
No. 02DE6060266  
Qualified in Kings County  
Commission Expires 6/18/2015

**EXHIBIT A**

**Trademarks/Service Marks**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Status</b>	<b>Application No. / Registration No.</b>
US	Fiamma Trattoria	Registered	2,981,178 (Registered)