

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mandalay Resort Group		11/24/2015	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	CC-Reno LLC		
Street Address:	100 W. Liberty Street		
Internal Address:	Suite 1150		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89501		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2828220	THE ONE CLUB	
Registration Number:	2758076	ONE CLUB	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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>			
Phone:	202-835-7500		
Email:	mknabel@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley and McCloy LLP		
Address Line 1:	1850 K Street NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	39337.00600		
NAME OF SUBMITTER:	Matthew K Knabel		
SIGNATURE:	/Matthew Knabel/		
DATE SIGNED:	12/15/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This ASSIGNMENT (this "Assignment") is made as of the 24th day of November, 2015 (the "Effective Date") by and between Mandalay Resort Group, a Nevada corporation, with an address of 3950 Las Vegas Boulevard South Las Vegas, Nevada 89119 ("Assignor"), on the one hand, and CC-RENO LLC, a Nevada limited liability company, located at 100 W. Liberty Street, Suite 1150, Reno, Nevada 89501 ("Assignee"), on the other hand.

WHEREAS, Assignor owns the trademarks and corresponding federal applications or registrations therefore listed on the attached Exhibit A (collectively, the "Trademarks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with all of the goodwill of the business symbolized by the Trademarks, any renewals and extensions thereof and all other corresponding rights that exist or that may be secured under common law, state law, the laws of the United States or any foreign country, as of the Effective Date, as well as all income, royalties or payments due or payable from and after the Effective Date or thereafter and the right to sue and collect damages for past, present and future infringements, dilution or other unauthorized use of the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor shall promptly execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing or vesting in Assignee full right, title and interest in the Trademarks.

This Assignment is subject to all of the terms, conditions and limitations set forth in that certain Purchase and Sale Agreement, dated as of July 7, 2015, by and among Circus Circus Casinos, Inc., a Nevada corporation, Galleon, Inc., a Nevada corporation, Assignee and Eldorado Limited Liability Company, a Nevada limited liability company (together with all amendments, supplements, modifications, appendices, assignments and addenda thereto, the "Agreement"). In the event that any provision of this Assignment shall be construed to conflict with a provision of the Agreement, the provision of the Agreement shall be deemed to be controlling.

The internal laws of the State of Nevada applicable to contracts made and wholly performed therein shall govern the validity, construction, performance and effect of this Assignment. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interest and assigns. There are no third-party beneficiaries to this Assignment. This Assignment may be signed by facsimile or other electronic transmission and/or in one or 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 to the other party. If any provision of this Assignment shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Assignment 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.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Assignee:

CC-RENO LLC,
a Nevada limited liability company

By: Eldorado Resorts, Inc.

Its: Sole Member

By:

Name: Gary L. Carano

Title: Chief Executive Officer

Assignor:

MANDALAY RESORT GROUP,
a Nevada corporation

By: _____

Name: Daniel J. D'Arrigo

Title: Treasurer

[Signature Page to MRG Trademark Assignment Agreement]

TRADEMARK
REEL: 005688 FRAME: 0763

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Assignee:

CC-RENO LLC,
a Nevada limited liability company

By: Eldorado Resorts, Inc.
Its: Sole Member

By: _____
Name: Gary L. Carano
Title: Chief Executive Officer

Assignor:

MANDALAY RESORT GROUP,
a Nevada corporation

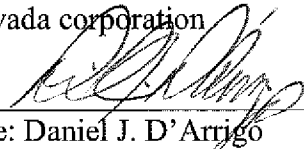
By: 
Name: Daniel J. D'Arrigo
Title: Treasurer

EXHIBIT A

Trademark and International Class	Application No.	Registration No.
THE ONE CLUB – 41	76/154627	2828220
ONE CLUB – 41	76/326547	2758076