

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784414

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, LLC		01/24/2023	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	MGM Resorts Mississippi, LLC		
Street Address:	1010 Casino Center Drive		
City:	Robinsonville		
State/Country:	MISSISSIPPI		
Postal Code:	38664		
Entity Type:	Limited Liability Company: MISSISSIPPI		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1976732	GOLD STRIKE	
Registration Number:	1976731	GOLD STRIKE	
Registration Number:	2157979	GOLD STRIKE	
Registration Number:	5218860	PICKLE & JAM	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	7029498200		
Email:	pto@lewisroca.com		
Correspondent Name:	Michael J. McCue		
Address Line 1:	3993 Howard Hughes Parkway, Suite 600		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	143785-00003		
NAME OF SUBMITTER:	Michael J. McCue		
SIGNATURE:	/Michael J. McCue/		
DATE SIGNED:	02/03/2023		
Total Attachments: 5			
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IP ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (this “**Agreement**”) is effective as of January 24, 2023 (the “**Effective Date**”) and is between **MANDALAY RESORT GROUP, LLC** (the “**Assignor**”), and **MGM RESORTS MISSISSIPPI, LLC** (the “**Assignee**”).

WHEREAS, the Assignor wishes to assign the trademark registrations set forth in Schedule 1 (the “**Assigned Trademarks**”) to the Assignee and the Assignee wishes to accept the Assigned Trademarks from the Assignor.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **ASSIGNMENT.** Effective as of the Effective Date, the Assignor does hereby irrevocably and unconditionally sell, transfer, convey, assign and deliver to the Assignee, and Assignee does hereby accept, all the Assignor’s right, title and interest in and to all Assigned Trademarks, along with any and all goodwill connected with and symbolized by the foregoing, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and 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, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Agreement. For clarity, the foregoing assignments are to the maximum extent permitted by law and are in perpetuity on a worldwide basis.

2. **GENERAL.**

2.1 **Recordation.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any other jurisdiction or organization whose duty is to issue any applicable intellectual property or any legal equivalent thereof, to record and register the Assignee as the assignee and owner of all of Assignors’ right, title and interest in, to and under the Assigned Trademarks.

2.2 **Further Assurances.** From time to time following the Effective Date, the Assignor shall execute and cause to be delivered to the Assignee such instruments and other documents, and shall take such other actions, as the Assignee may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement.

2.3 **Power of Attorney.** If the Assignee is unable, because of the Assignor’s unavailability or for any other reason, to secure the Assignor’s signature with respect to any of the documents described under Section 2.2, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents its agent and attorney in fact, duly coupled with an interest, to act for and on the Assignor’s behalf and stead to execute such documents and to do all other lawfully permitted acts to further the application for or prosecution, issuance, maintenance or transfer of any intellectual property rights or to otherwise

carry out the purposes of this Agreement with the same legal force and effect as if originally executed by the Assignor's. This designation and appointment will be deemed coupled with an interest and is irrevocable.

2.4 **Headings and References.** The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

2.5 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission or facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

2.6 **Governing Law.** This Agreement will be construed and interpreted in accordance with, and governed in all respects by, the laws of the State of Delaware, U.S.A. as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies and in respect of the statute of limitations or any other limitations period applicable to any claim, controversy or dispute.

2.7 **Assignment.** The Assignee may freely assign this Agreement in whole or in part. No failure or delay on the part of any party to exercise any power, right, privilege or remedy under this Agreement will operate as a waiver of such power, right, privilege, or remedy; and no single or partial exercise of any such power, right, privilege, or remedy will preclude any other or further exercise thereof or of any other power, right, privilege, or remedy.

2.8 **Non-Waiver.** No party will be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege, or remedy under this Agreement, unless the waiver of such claim, power, right, privilege, or remedy is expressly set forth in a written instrument duly executed by both parties; and any such waiver will not be applicable or have any effect except in the specific instance in which it is given.

2.9 **Entire Agreement.** This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed (including electronically) and delivered on behalf of the Assignee and the Assignor.


2.10 **Severability.** In the event that any provision of this Agreement, or the application of any such provision to any party or set of circumstances, is determined by a court of competent jurisdiction to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to parties or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by law. If any provision is determined by a court of competent jurisdiction to be invalid, unlawful, void or unenforceable to any extent, the parties shall agree to a reasonable replacement.

2.11 **Relationship of the Parties.** Each party will be deemed to be an independent contractor and not an agent, joint venturer, or representative of the other party.

[Signature pages follow]

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Agreement as of the Effective Date.

MANDALAY RESORT GROUP, LLC

By:  _____

Name: Jessica Cunningham

Title: Assistant Secretary

MGM RESORTS MISSISSIPPI, LLC

By:  _____

Name: Jessica Cunningham

Title: Assistant Secretary

Schedule 1
Assigned Trademarks

Trademark	Jurisdiction	Application Date	Application Number	Registration Date	Registration Number	Record Owner
GOLD STRIKE	Nevada	N/A	N/A	8/15/1995	SM00280304	Mandalay Resort Group
GOLD STRIKE	Nevada	N/A	N/A	8/15/1995	SM00280303	Mandalay Resort Group
GOLD STRIKE	United States	6/30/1995	74695534	5/28/1996	1976732	Mandalay Resort Group
GOLD STRIKE	United States	6/30/1995	74695533	5/28/1996	1976731	Mandalay Resort Group
GOLD STRIKE	United States	6/30/1995	74695532	5/19/1998	2157979	Mandalay Resort Group
PICKLE & JAM	United States	7/30/2014	86352982	6/6/2017	5218860	Mandalay Resort Group