

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM788621

<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>
IC 3700 Flamingo Road LLC		02/09/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEIR Flamingo Tenant, LLC		
<b>Street Address:</b>	3700 W Flamingo Rd		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2849732	BEVERTAINERS	
<b>Registration Number:</b>	3077332	BEVERTAINMENT	
<b>Registration Number:</b>	1827883	CARNIVAL WORLD BUFFET	
<b>Registration Number:</b>	2709302	EXOTIC. UNINHIBITED. FUN.	
<b>Registration Number:</b>	3213527	GO WILD	
<b>Registration Number:</b>	1997791	RIO	
<b>Registration Number:</b>	1845968	RIO	
<b>Registration Number:</b>	1984925	RIO	
<b>Registration Number:</b>	1908880	RIO	
<b>Registration Number:</b>	1997790	RIO	
<b>Registration Number:</b>	1845967	RIO	
<b>Registration Number:</b>	1757490	RIO ALL-SUITE HOTEL&CASINO	
<b>Registration Number:</b>	2739407	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS	
<b>Registration Number:</b>	2739406	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS	
<b>Registration Number:</b>	2053740	RIO LAS VEGAS	
<b>Registration Number:</b>	2207791	RIO LAS VEGAS	
<b>Registration Number:</b>	2221028	RIO LAS VEGAS	
<b>Registration Number:</b>	2207792	RIO LAS VEGAS	
<b>Registration Number:</b>	1793006	RIO RITA	

OP \$490.00 2849732

**CORRESPONDENCE DATA****Fax Number:** 7147558290*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.***Phone:** 714-540-1235**Email:** ipdocket@lw.com**Correspondent Name:** Latham & Watkins LLP**Address Line 1:** 650 Town Center Drive, Suite 2000**Address Line 4:** Costa Mesa, CALIFORNIA 92626**ATTORNEY DOCKET NUMBER:** 064970-0006**NAME OF SUBMITTER:** Anna T Kwan**SIGNATURE:** /atk/**DATE SIGNED:** 02/22/2023**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of February 9, 2023, is made by **IC 3700 Flamingo Road LLC** ("Assignor"), a Delaware limited liability company, located at 3700 W Flamingo Rd, Las Vegas, NV 89103, in favor of **DEIR Flamingo Tenant, LLC**, a Delaware limited liability company, located at 3700 W Flamingo Rd, Las Vegas, NV 89103 ("Assignee").

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule I hereto and all extensions and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions.

(a) Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same

agreement. A signed copy of this Trademark Assignment delivered by e-mail, DocuSign, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first written above.

IC 3700 Flamingo Road LLC

**IC 3700 Flamingo Road LLC**

By:  \_\_\_\_\_

Name: Thomas C. Ellis

Title: Executive Vice President and Secretary

AGREED TO AND ACCEPTED:

DEIR Flamingo Tenant, LLC

**DEIR Flamingo Tenant, LLC**

By:  \_\_\_\_\_

Name: Thomas C. Ellis

Title: Executive Vice President and Secretary

TRADEMARK

REEL: 007979 FRAME: 0271

## SCHEDULE 1

### Assigned Trademarks

Country	Trademark Name	Application Number	Filing Date	Registration Number	Reg Date
Australia	Rio (Block)	976316	10/29/2003	976316	3/22/2006
Canada	Club Rio (Logo)	1025328	8/10/1999	TMA562155	5/16/2002
Canada	Rio (Stylized Script)	1025327	8/10/1999	TMA590218	9/18/2003
European Union (Community)	Rio (Block)	12914859	5/27/2014	12914859	10/21/2014
European Union (Community)	Rio (Block)	3446804	10/22/2003	3446804	4/16/2007
European Union (Community)	Rio (Stylized Script)	12914891	5/27/2014	12914891	10/21/2014
European Union (Community)	Rio (Stylized Script)	3446838	10/22/2003	3446838	5/3/2007
Hong Kong	Play Rio (Block)	99 10353 & 99 10354	8/4/1999	2002B04804AA	8/4/1999
Hong Kong	Rio (Stylized Script)	300580789	2/14/2006	300580789	2/14/2006
Hong Kong	Rio (Stylized Script)	99 10355 & 99 10356	8/4/1999	2003B00266AA	8/4/1999
Mexico	Only at the Rio All-Suite Casino Las Vegas Style (Design)	542150	4/8/2002	749911	4/8/2002
Mexico	Only at the Rio All-Suite Casino Resort Las Vegas (Design) (Color)	542148	4/8/2002	749909	4/8/2002
Mexico	Play Rio (Block)	396368	10/25/1999	711426	10/25/1999
Mexico	Rio (Stylized Script)	1820541	11/14/2016	1732319	3/14/2017
Mexico	Rio (Stylized Script)	1934088	8/17/2017	1825570	11/28/2017
Mexico	Rio (Stylized Script)	396371	10/25/1999	637690	10/25/1999
Mexico	Rio All Suite Hotel & Casino (Design)	1820531	11/14/2016	1826347	11/28/2017
Mexico	Rio All Suite Hotel & Casino (Design)	1005988	5/13/2009	1132083	11/26/2009
Mexico	Rio All-Suite Casino Resort Las Vegas (Design) (Color)	542149	4/8/2002	749910	4/8/2002
Nevada	All American Bar & Grille (Design)	SM00240833	11/12/1991	SM00240833	11/12/1991
Nevada	Masquerade Village	SM00290285	8/8/1996	SM00290285	8/8/1996
Nevada	Rio Spa & Salon (Block)	E0575002010-0	11/18/2010	E0575002010-0	11/18/2010
Nevada	Rio Suite Hotel & Casino (Block)	TN00220821	7/6/1989	TN00220821	7/6/1989
Taiwan	Play Rio (Block)	(88) 38561	8/6/1999	S159466	2/16/2002
United Kingdom	Rio (Block)	3057253	5/27/2014	3057253	5/27/2014
United Kingdom	Rio (Stylized Script)	3057259	5/27/2014	3057259	5/27/2014
United States of America	Beverainers (Block)	78/217653	2/21/2003	2849732	6/1/2004
United States of America	Beverainment (Block)	78/217642	2/21/2003	3077332	4/4/2006
United States of America	Carnival World Buffet (Block)	74/401180	6/14/1993	1827883	3/22/1994
United States of America	Exotic. Uninhibited. Fun.	76/438775	8/6/2002	2709302	4/22/2003
United States of America	Go Wild	78/911523	6/19/2006	3213527	2/27/2007
United States of America	Rio (Block)	74/442025	9/29/1993	1997791	9/3/1996
United States of America	Rio (Block)	74/442024	9/29/1993	1845968	7/19/1994

United States of America	Rio (Sign Design)	74/442018	9/29/1993	1984925	7/9/1996
United States of America	Rio (Sign Design)	74/442012	9/29/1993	1908880	8/1/1995
United States of America	Rio (Stylized Script)	74/442020	9/29/1993	1997790	9/3/1996
United States of America	Rio (Stylized Script)	74/442021	9/29/1993	1845967	7/19/1994
United States of America	Rio All-Suite Hotel & Casino (Design)	74/021711	1/23/1990	1757490	3/9/1993
United States of America	Rio All-Suite Hotel & Casino Las Vegas	75/732713	6/21/1999	2739407	7/22/2003
United States of America	Rio All-Suite Hotel & Casino Las Vegas	75/732712	6/21/1999	2739406	7/22/2003
United States of America	Rio Las Vegas (Block)	74/442017	9/29/1993	2053740	4/22/1997
United States of America	Rio Las Vegas (Block)	74/442016	9/29/1993	2207791	12/8/1998
United States of America	Rio Las Vegas (Stylized Script)	74/442022	9/29/1993	2221028	2/2/1999
United States of America	Rio Las Vegas (Stylized Script)	74/442019	9/29/1993	2207792	12/8/1998
United States of America	Rio Rita (Block)	74/330889	11/13/1992	1793006	9/14/1993