

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Texas Station, LLC.	Texas Station, Inc.	09/08/2003	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	Station Casinos, Inc.
Street Address:	2411 W. Sahara Avenue
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89102
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 1

Property Type	Number
Registration Number:	2046546 EVERYBODY NEEDS SOME TEXAS!

CORRESPONDENCE DATA

Fax Number: (702)792-9002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 702-792-3773
 Email: cferrer@quirkandtratos.com
 Correspondent Name: QUIRK & TRATOS
 Address Line 1: 3773 Howard Hughes Pkwy
 Address Line 2: Suite 500N
 Address Line 4: Las Vegas, NEVADA 89109

ATTORNEY DOCKET NUMBER:	0500.00480
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NAME OF SUBMITTER:	Lauri S. Thompson, Esq.
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Total Attachments: 5
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COUNTY OF CLARK)
STATE OF NEVADA) ss:

TRADEMARK ASSIGNMENT

WHEREAS, effective as of the 19th day of March, 2002, Texas Station, LLC., a Nevada limited liability company, having a principal place of business at 2101 Texas Star Lane, North Las Vegas, Nevada 89030, became the owner, through a merger with Texas Station, Inc., a copy of such merger is attached and incorporated herein, of the following trademark:

Trademark	Registration No.	Registration Date
EVERYBODY NEEDS SOME TEXAS!	2,046,546	March 18, 1997

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Texas Station, LLC. hereby transfers and assigns to Station Casinos, Inc., having a principal place of business at 2411 West Sahara Avenue, Las Vegas, Nevada 89102, all of its right, title, and interest in said trademark and trademark registration, along with the goodwill represented by the trademark and trademark registration.

Executed this 8TH day of September, 2003.

TEXAS STATION, LLC.

By: Glenn C. Christenson
Glenn C. Christenson

Sworn before me this 8TH day of September, 2003.

Rosemarie E. Carlo
Notary in and for said state and county

My commission expires: 7/18/05



AGREEMENT AND PLAN OF MERGER OF

TEXAS STATION, INC.

WITH AND INTO

TEXAS STATION, LLC

This Agreement and Plan of Merger (this "Agreement") is entered into on July 20, 2001, by and between Texas Station, Inc., a Nevada corporation, whose address is c/o Station Casinos, Inc., 2411 W. Sahara Avenue, Las Vegas, Nevada 89102 (the "Disappearing Corporation"), and Texas Station, LLC, a Nevada limited liability company, whose address is c/o Station Casinos, Inc., 2411 W. Sahara Avenue, Las Vegas, Nevada 89102 (the "Surviving LLC") (collectively, the Disappearing Corporation and the Surviving LLC are the "Merging Entities").

WHEREAS, the Disappearing Corporation and the Surviving LLC desire to merge (the "Merger");

WHEREAS, Section 92A.100 of the Nevada Revised Statutes (the "Code") authorizes the merger of a Nevada corporation with and into a Nevada limited liability company;

WHEREAS, the Disappearing Corporation is a corporation duly organized and existing under the laws of the State of Nevada with an authorized capital of twenty-five hundred (2,500) shares of Common Stock without par value (the "Common Stock");

WHEREAS, the Board of Directors and the sole stockholder of the Disappearing Corporation have deemed the consummation of the Merger in the manner contemplated in this Agreement to be advisable and accordingly have unanimously adopted, approved and authorized the execution of this Agreement;

WHEREAS, the Surviving LLC is a limited liability company duly formed and existing under the laws of the State of Nevada whose membership interests are 100% owned by Station Casinos, Inc., a Nevada corporation (the "Sole Member");

WHEREAS, the Sole Member of the Surviving LLC has deemed the consummation of the Merger in the manner contemplated in this Agreement to be advisable and accordingly has adopted, approved and authorized the execution of this Agreement; and

WHEREAS, the Board of Directors and the sole stockholder of the Disappearing Corporation desire that the Merger effect the liquidation of the Disappearing Corporation for Federal income tax purposes and that this Agreement constitutes a "plan of liquidation" under Internal Revenue Code of 1986, Section 332.

NOW, THEREFORE, for and in consideration of the premises and covenants and agreements set forth in this Agreement, the parties to this Agreement hereby agree as follows:

ARTICLE I. MERGER AND SURVIVOR.

The terms and conditions of the Merger (in addition to those set forth elsewhere in this Agreement) and the mode of carrying the same into effect are as follows:

1. At the Effective Time (as defined in Article IV of this Agreement), (a) the Disappearing Corporation shall be merged with and into the Surviving LLC and the Surviving LLC shall be the surviving entity of the Merger and shall have all of the rights, privileges, immunities and powers and shall be subject to all of the duties and liabilities of a limited liability entity organized under the Code; (b) the separate existence of the Disappearing Corporation shall cease; (c) the Surviving LLC shall thereupon and thereafter possess all of the rights, privileges, immunities and franchises, of a public as well as a private nature, of each of the Merging Entities; (d) all real, personal and mixed property, all debts due on whatever account, all other causes of action and all and every other interest of or belonging to each of the Merging Entities shall be taken and deemed transferred to and vested in the Surviving LLC without further act or deed; (e) the Surviving LLC shall thereafter be responsible and liable for all liabilities and obligations of each of the Merging Entities and any claim existing or action or proceeding pending by or against either of the Merging Entities may be prosecuted as if the Merger had not taken place; (f) neither the rights of creditors nor any liens upon the property of either of the Merging Entities shall be impaired by the Merger; and (g) all acts, plans, policies, contracts, approvals and authorizations of the Disappearing Corporation and its directors, officers and agents, that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as acts, plans, policies, contracts, approvals and authorizations of the Surviving LLC and shall be as effective and binding thereon as the same were effective and binding with respect to the Disappearing Corporation.

2. If at any time after the Effective Time, the Surviving LLC shall consider or be advised that any further deeds, assignments or assurances in law or in any other things are necessary, desirable or proper to vest, perfect or confirm or record or otherwise, in the Surviving LLC, title to any property or rights of the Disappearing Corporation acquired or to be acquired by reason of, or as a result of, the Merger, the Merging Entities agree that the proper directors, officers and sole stockholder, on behalf of the Disappearing Corporation, shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving LLC and otherwise to carry out the purpose of this Agreement and that the Sole Member and officers of the Surviving LLC are fully authorized in the name of the Disappearing Corporation or otherwise to take any and all such actions.

ARTICLE II. MANNER AND BASIS OF EXCHANGING MEMBERSHIP INTERESTS FOR SHARES

At the Effective Time, the manner and basis of exchanging the Common Stock of the Disappearing Corporation for the memberships interests for the Surviving LLC shall be as follows:

1. At the Effective Time the holder of Common Stock in the Disappearing Corporation, by virtue of the Merger and without any action on the part of the holder thereof, shall receive 100 units of membership interests of the Surviving LLC representing all of the membership interests of the Surviving LLC.

2. At the Effective Time, all shares of Common Stock of the Disappearing Corporation, by virtue of the Merger and without any action on the part of the holder thereof, shall cease to be outstanding and shall be cancelled and retired and shall cease to exist, and the holder of any certificate representing any such Common Stock of the Disappearing Corporation shall thereafter cease to have any rights with respect to such ownership of the Disappearing Corporation.

ARTICLE III. ARTICLES OF ORGANIZATION

The Articles of Organization of the Surviving LLC, as in effect at the Effective Time, shall continue as the Articles of Organization of the Surviving LLC without amendment, restatement or other modification.

ARTICLE IV. EFFECTIVE TIME; MISCELLANEOUS

1. Upon the filing of the Articles of Merger with the Secretary of State of the State of Nevada, or upon a later date as specified in the articles of merger, not to exceed ninety (90) days after the date of filing of the Articles of Merger, as provided in Section 92A.240 of the Code, the Merger shall become effective (the "Effective Time").

2. This Agreement is subject to applicable gaming laws of the State of Nevada and the parties agree that the Articles of Merger shall be filed with the Secretary of State of Nevada only after such parties have received all approvals, consents, orders and waivers required from, and made all filings required by, the Nevada gaming authorities.

3. For the convenience of the Merging Entities, any number of counterparts of this Agreement may be executed and each such counterpart shall be deemed to be an original instrument.

4. This Agreement shall be binding upon and inure to the benefit of the Merging Entities to this Agreement and their respective successors and assigns.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed as of the date first written above.

TEXAS STATION, LLC,
a Nevada limited liability company

By: STATION CASINOS, INC.,
its Sole Member

By: [Signature]
Name: Scott M. Nelson
Title: Secretary

TEXAS STATION, INC.,
a Nevada corporation

By: [Signature]
Name: Scott M. Nelson
Title: Secretary

ORIGINAL