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ET U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101421270

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
The Sheraton Desert Inn Corporation

Individual  
 General Partnership  
 Corporation-State Nevada

Association  
 Limited Partnership  
 Other -

Additional name(s) of conveying party(ies) attached?  
 Yes  No

3. Nature of conveyance:

Assignment  
 Security Agreement  
 Other -

Merger  
 Change of Name

Execution Date:

2. Name and Address of receiving party(ies):

Name: Stephen A. Wynn

Internal Address: Valvino Lamore, LLC  
DBA/ Desert Inn, The

Street Address: 3145 Las Vegas Boulevard South

City: Las Vegas State: NV Zip: 89109 Country: USA

Individual(s) Citizenship: Nevada, U.S.A.  
 Association:  
 General Partnership:  
 Limited Partnership:  
 Corporation-State  
 Other: Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2,134,868 for the mark TERRACE POINTE registered February 03, 1997  
1,836,868 for the mark LAS VEGAS SENIOR CLASSIC registered May 17, 1994  
1,240,614 for the mark DESERT INN registered May 31, 1983  
1,982,428 for the mark CELEBRITY SLOT CLUB registered June 25, 1996  
1,375,144 for the mark DI SPA registered December 10, 1985  
1,822,896 for the mark DI registered February 22, 1994  
1,376,356 for the mark DESERT INN COUNTRY CLUB & SPA registered December 12, 1985  
1,789,475 for the mark DI (and design) registered August 23, 1993

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sarah Spyksma, Esq.  
Internal Address: Sidley & Austin  
Street Address: 555 W. Fifth Street  
40<sup>th</sup> Floor  
City: Los Angeles State: CA ZIP: 90013

Additional numbers attached?  Yes  No

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$215.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 18-1260  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

MARK LEVOR, Vice President  
Name of Person Signing

Signature

06/12/00  
Date

Total number of pages comprising cover sheet 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignment  
Washington, D.C. 20231

## ASSIGNMENT OF U.S. MARKS

This ASSIGNMENT OF U.S. MARKS ("U.S. Mark Assignment") is made and entered into as of the 23 day of June, 2000, by and between SHERATON DESERT INN CORPORATION, a Nevada corporation ("SDIC"), dba Stars' Desert Inn Hotel & Country Club (collectively, "Assignor"), and VALVINO LAMORE LLC, a Nevada limited liability company ("Assignee"), STEPHEN A. WYNN, an individual ("Wynn"), RAMBAS MARKETING CO., LLC ("Rambas"), a Nevada limited liability company, and DESERT INN WATER COMPANY ("DIWC"), a Nevada limited liability company. (Assignee, Wynn, Rambas and DIWC, are collectively referred to herein as, "Purchasers".)

### **Recitals**

A. SDIC, Starwood Hotels & Resorts Worldwide, Inc., a Maryland corporation, and Sheraton Gaming Corporation, a Nevada corporation (collectively, "Sellers"), and Assignee and Wynn executed that certain Asset and Land Purchase Agreement dated April 28, 2000, as amended by that certain First Amendment to Asset and Land Purchase Agreement dated May 26, 2000 between Sellers, Assignee and Wynn, as partially assigned to Rambas and DIWC pursuant to those certain Assignment and Assumption Agreements each dated May 31, 2000, and as further amended from time to time thereafter (the "Purchase Agreement"). Under the Purchase Agreement, Sellers have agreed to sell and Purchasers have agreed to purchase The Desert Inn Hotel and Casino and other related assets, as more specifically described in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor desires to assign, and Assignee desires to accept, all of Assignor's rights, title and interest in and to those certain trademarks and/or servicemarks, as set forth on Exhibit A, attached hereto (each a "Mark", and collectively, the "Marks"), relating to and/or used in the ownership, use, and/or operation of the Assets, and including (i) each Mark's registration (as identified on Exhibit A) and (ii) the goodwill of the business symbolized by each Mark.

NOW, THEREFORE, for consideration of the recitals above and the terms of this U.S. Mark Assignment, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.
2. Assignment. Assignor hereby assigns and transfers, without representation or warranty of any kind except as expressly set forth in the Purchase Agreement, to Assignee, effective as of the Closing Date, all of Assignor's rights, title and interest in and to the Marks, including each Mark's registration and the goodwill of the business symbolized by each Mark.
3. Acceptance. Assignee hereby accepts this U.S. Mark Assignment, and Assignee assumes all of the Assumed Liabilities relating to the Marks. Purchasers, jointly and severally, acknowledge and agree that this U.S. Mark Assignment is being made without representation or warranty of any kind except as expressly set forth in the Purchase Agreement.

4. Subordination; No Merger. This U.S. Mark Assignment is made pursuant to the Purchase Agreement and is subject to the representations, warranties, covenants and obligations of Sellers and Purchasers set forth therein, all of which shall, as and to the extent set forth in the Purchase Agreement, survive the execution and delivery of this instrument and shall not be deemed merged herein.

5. Full Force and Effect. In order to give full force and effect to this U.S. Mark Assignment, Assignor further agrees to promptly obtain and execute formal assignment documents to assign the Marks, including the filing of Form PTO-1618A, Recordation Form Cover Sheet, a copy of which is attached hereto as Exhibit B, with the U.S. Department of Commerce, Patent and Trademark Office.

6. Binding Effect. This U.S. Mark Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

7. Governing Law. This U.S. Mark Assignment shall be construed and enforced in accordance with the laws of the State of Nevada and applicable federal laws.

8. Severability. If any portion of this U.S. Mark Assignment shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, or void or against public policy, the remaining portions of this U.S. Mark Assignment shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

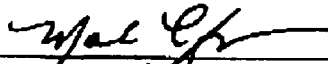
9. Counterparts. This U.S. Mark Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[The remainder of this page left intentionally blank.]**

IN WITNESS WHEREOF, Assignor and Assignee have executed this U.S. Mark Assignment as of the date first written above.

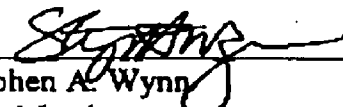
**ASSIGNOR**

SHERATON DESERT INN CORPORATION,  
a Nevada corporation

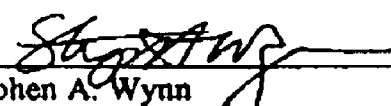
By:   
Name: Mark Lamore  
Title: Vice President

**ASSIGNEE**

VALVINO LAMORE, LLC,  
a Nevada limited liability company

By:   
Stephen A. Wynn  
Sole Member

STEPHEN A. WYNN,  
an individual

By:   
Stephen A. Wynn

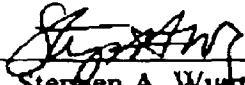
RAMBAS MARKETING CO., LLC,  
a Nevada limited liability company

By: Valvino Lamore, LLC,  
a Nevada limited liability company,  
its sole member

By:   
Name: Stephen A. Wynn  
Title: Sole Member

[Signatures continued on Next Page]

DESERT INN WATER COMPANY, LLC,  
a Nevada limited liability company

By:   
Name: Stephen A. Wynn  
Title: Sole Member

Attachment: Exhibit A – Schedule of United States Marks Owned By Sheraton Desert Inn  
Corporation  
Exhibit B – Form PTO-1618

EXHIBIT A

UNITED STATES MARKS OWNED BY  
SHERATON DESERT INN CORPORATION

MARK	GOODS, SERVICES AND CLASS*	REGISTRATION NUMBER AND DATE	STATUS
TERRACE POINTE	Restaurant services (42)	2,134,868 02/03/98	Registered
CELEBRITY SLOT CLUB	Casino services, entertainment services, in the nature of live magic shows, and live musical, comedy, and theatrical performances (41); hotel and restaurant services (42)	1,982,428 06/25/96	Registered The words "slot club" are disclaimed
DI	Bathrobes, jackets, caps, shirts, t-shirts, dresses, nightshirts and warm-up suits (25); providing facilities for golf, tennis and casino gambling; country club services; entertainment services, namely, providing stage show entertainment (41); hotel, restaurant and bar services and retail store services featuring clothing, jewelry, gift items, playing cards, stationery products, tobacco products, and sundry items (42)	1,822,896 02/22/94	Registered Sections 8 & 15 Affidavit accepted on May 11, 2000
LAS VEGAS SENIOR CLASSIC (and design)	Hats and shirts (25); entertainment in the nature of golf tournaments (41)	1,836,868 05/17/94	Registered The words "senior classic" are disclaimed The words "Las Vegas" are disclaimed

\* Class number indicated in parentheses.

MARK	GOODS, SERVICES AND CLASS	REGISTRATION NUMBER AND DATE	STATUS
DI SPA	Health club services (41)	1,375,144 12/10/85	Registered Sections 8 & 15 Affidavit accepted on April 7, 1992 The word "spa" is disclaimed
DESERT INN COUNTRY CLUB & SPA	Entertainment services, namely, providing stage shows, facilities for golf and tennis, health club services and casino services (41); hotel, restaurant and bar services and health resort services (42)	1,376,356 12/17/85	Registered Partial Section 8 Affidavit accepted on April 7, 1992 Class 42 <u>cancelled</u> under Section 8 on May 19, 1992 The words "inn" and "country club & spa" are disclaimed
DESERT INN	Providing entertainment services, namely, providing stage show entertainment, and facilities for golf, tennis, and casino gambling (41); providing hotel, restaurant and bar services (42)	1,240,614 05/31/83	Registered Sections 8 & 15 Affidavit accepted on November 17, 1989 The word "inn" is disclaimed
DI (and design)	Bathrobes, jackets, caps, shirts, t-shirts, dresses, nightshirts and warm-up suits (25); providing facilities for golf, tennis and casino gambling; country club services; entertainment services; namely, providing stage show entertainment (41); hotel, restaurant and bar services and retail store services featuring clothing, jewelry, gift items, playing cards, stationery products, tobacco products, and sundry items (42)	1,789,475 08/24/93	Registered Record Owner of the Mark is Stars' Desert Inn Hotel & Country Club, a registered dba of Sberaton Desert Inn Corporation, with County of Clark, File #170022)

**EXHIBIT B**

**FORM PTO-1618**

**See Attached**