

5/17/01

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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECOR

101727520
TRADEMARKS ONLY

DEPARTMENT OF COMMERCE
J.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
Gemini, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Nevada
 Other _____

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

2. Name and address of receiving party(ies)
 Name: Lady Luck Gaming Corporation
 Internal
 Address: Suite B-1
 Street Address: 1641 Popp's Ferry Road
 City: Biloxi State: MS Zip: 39532

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 2, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,165,866
1,165,867
1,165,868
1,528,853

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Marsha K. Hoover
 Internal Address: Davis, Mannix & McGrath
Suite 1700
 Street Address: 125 S. Wacker Drive
 City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

 (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.

Marsha K. Hoover
 Name of Person Signing

Marsha K. Hoover
 Signature

May 17, 2001
 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002301 FRAME: 0500

ASSIGNMENT
GEMINI INC. TO LADY LUCK GAMING CORPORATION

Additional Registration Numbers:

1,530,253
1,650,606
1,726,344
1,613,796
1,636,938
1,847,065
1,535,814
1,535,808
2,166,197
2,238,666
2,325,769

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is made as of March 2, 2000, by Gemini, Inc., a Nevada corporation ("Gemini").

WHEREAS, Gemini has entered into the Amended and Restated Purchase Agreement, dated as of August 31, 1999, by and among Lady Luck Gaming Corporation ("Purchaser"), Gemini, International Marco Polo's Services, Inc. ("IMPS") and Andrew H. Tompkins, as amended by the First Amendment to Purchase Agreement, dated as of October 5, 1999 (as so amended, the "Purchase Agreement"), pursuant to which Gemini has agreed to sell and Purchaser has agreed to purchase on the First Closing Date (as defined in the Purchase Agreement), all of Gemini's right, title and interest in and to the License Agreement, dated as of March 2, 1993, as amended as of January 1, 1995 (the "Company License Agreement"), by and between Gemini and IMPS, and the Gemini Intellectual Property (as defined in the Purchase Agreement), which includes, without limitation, the U.S. trademark registrations, Internet domain name and tradenames set forth on Schedule A;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Gemini hereby sells, assigns, transfers and sets over to Purchaser, its successors, legal representatives and assigns, all right, title and interest in and to the Gemini Intellectual Property and the Company License Agreement, together with the goodwill of the business associated with said Gemini Intellectual Property and registrations thereof (including, without limitation, all incomes, royalties, damages and payments now or hereafter due or payable under the Gemini Trademarks, the Mailing List, the Gemini Copyrights and the Internet Domain Name (other than payments, if any, due pursuant to Section 2.6(a) and 2.6(c) of the Purchase Agreement), all rights to sue and collect charges and payments for past and future infringements of the Gemini Trademarks, the Mailing List, the Gemini Copyrights and the Internet Domain Name; and all goodwill and business in any way relating to the Gemini Trademarks, the Mailing List, the Gemini Copyrights and the Internet Domain Name), the same to be held and enjoyed by Purchaser, for its own use and on behalf of its successors, legal representatives and assigns.

Gemini hereby requests the Commissioner of Patents and Trademarks to record Purchaser as assignee of the U.S. trademark registrations and applications for registration listed on Schedule A for the sole use and enjoyment of Purchaser, its successors, legal representatives and assigns.

Gemini further agrees, without further consideration, but at Gemini's cost, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Purchaser may from time to time reasonably request to effect fully the sale and assignment of the Gemini Intellectual Property and the Company License Agreement and to permit Purchaser to be duly recorded as the registered owner of the Gemini Intellectual Property in the countries in which such Gemini Intellectual Property is currently registered and all other rights hereby conveyed.

Capitalized terms in this Bill of Sale and Assignment that are not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

* * * * *

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SCHEDULE A**U.S. trademark registrations:**

Mark	Registration No.	Issued	Renewal/8&15 Due
LADY LUCK	1,165,866	8/18/81	Renewal Due 8/18/2001
LADY LUCK & Design	1,165,867	8/18/81	Renewal Due 8/18/2001
LADY LUCK & Design	1,165,868	8/18/81	Renewal Due 8/18/2001
LUCKY LADY	1,528,853	3/7/89	Renewal Due 3/7/2009
LADY LUCK	1,530,253	3/14/89	Renewal Due 3/14/2009
LADY LUCK	1,650,606	7/16/91	Renewal Due 7/16/2001
MARCO POLO'S	1,726,344	10/20/92	Renewal Due 10/20/2002
LADY LUCK	1,613,796	9/18/90	Renewal Due 9/18/2000
BLUSHING LADY	1,636,938	3/5/91	Renewal Due 3/5/2001
LADY LUCK	1,847,065	7/26/94	8 & 15 Due 7/26/2000
MAD MONEY	1,535,814	4/18/89	Renewal Due 4/18/2009
MAD MONEY & Design	1,535,808	4/18/89	Renewal Due 4/18/2009
LADY LUCK EXPERIENCE	2,166,197	6/16/98	8 & 15 Due 4/13/2005
LADY LUCK	2,238,666	4/13/99	8 & 15 due 4/13/2005
Mark	Serial No.	Filed	Status
MARCO POLO	75/486,489	5/18/98	Cancellation Pending
THE PLAYER'S PLACE	75/578,185	10/26/98	Application Pending

Internet domain name:

ladyluck.com

Tradenames:

Lady Luck Casino Hotel
 Lady Luck Casino Hotel Las Vegas
 Lady Luck Casino Downtown Las Vegas
 Lady Luck Casino and Hotel
 Lady Luck Casino & Hotel
 Lady Luck Casino, Inc.