

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Collateral Agreement

CONVEYING PARTY DATA

Name	Execution Date
Harrah's Operating Company, Inc.	12/24/2008
Caesars World, Inc.	12/24/2008

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent
Street Address:	60 Livingston Avenue
Internal Address:	Corporate Trust Services, EP-MN-WS3C
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107-1419

PROPERTY NUMBERS Total: 33

Property Type	Number
Patent Number:	5613912
Patent Number:	6183362
Patent Number:	5761647
Patent Number:	5766075
Patent Number:	5974135
Patent Number:	0000006
Patent Number:	0116597
Patent Number:	5809482
Patent Number:	6003013
Patent Number:	D422162
Patent Number:	6993494
Patent Number:	6962531
Patent Number:	5188363

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Patent Number:	5393057
Patent Number:	5259613
Patent Number:	5332219
Patent Number:	D393981
Patent Number:	7212978
Patent Number:	7118478
Patent Number:	7329185
Patent Number:	7410422
Patent Number:	7419427
Patent Number:	D486515
Patent Number:	D485860
Patent Number:	D485861
Patent Number:	D485862
Patent Number:	D486179
Patent Number:	5919091
Application Number:	09782677
Application Number:	10641512
Application Number:	11539855
Application Number:	11426867
Application Number:	12018124

# CORRESPONDENCE DATA

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-408-3121 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	HARRAHS-PT
NAME OF SUBMITTER:	Jean Paterson

Total Attachments: 10  
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ADDITIONAL NAMES OF CONVEYING PARTY (S) (In connection with Item 1 of Patent  
Recordation Form Cover Sheet):

Caesars World, Inc.

## **Patent Collateral Agreement**

**Patent Collateral Agreement**, dated as of December 24, 2008, by HARRAH'S OPERATING COMPANY, INC. (and each Subsidiary Party signatory hereto (each, a "Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "Collateral Agent").

### **W I T N E S S E T H:**

WHEREAS, each Pledgor is party to a Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") in favor of the Collateral Agent pursuant to which each Pledgor is required to execute and deliver this Patent Collateral Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Collateral Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meaning given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, on a second-priority basis, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Patents of each Pledgor listed on Schedule I attached hereto; and
- (b) all proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Patent Collateral Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Collateral Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any terms or provision of this Patent Collateral Agreement is deemed to conflict with the Collateral Agreement, such terms and provisions of the Collateral Agreement shall govern unless the Collateral Agent shall otherwise determine.

SECTION 4. Subject to Intercreditor Agreement. Reference is made to the intercreditor agreement (as defined in the Collateral Agreement) (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"). Notwithstanding any thing herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Patent Collateral Agreement are expressly subject and subordi-

nate to the liens and security interests granted to Bank of America, N.A., as collateral agent (and its permitted successors), for the benefit of the secured parties referred to below pursuant to the Collateral Agreement, dated as of January 28, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time), from the "Pledgors" referred to therein, in favor of Bank of America, N.A., as collateral agent for the secured parties referred to therein, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Patent Collateral Agreement, such terms of the Intercreditor Agreement shall govern.

SECTION 5. Termination. Upon the payment in full of the Obligations (other than contingent or unliquidated obligations or liabilities not then due and payable) and termination of the Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to each Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Collateral Agreement.

SECTION 6. Counterparts. This Patent Collateral Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Collateral Agreement by signing and delivering one or more counterparts.


SECTION 7. Governing Law. This Patent Collateral Agreement and the rights and obligations of the Parties under this Patent Collateral Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 8. Non-Assignment. Except to the extent expressly permitted in the Indenture Documents, each Pledgor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Collateral referenced in Section 2 herein.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Patent Collateral Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Harrah's Operating Company, Inc.**

By:   
Name: Jonathan S. Halkyard  
Title: Senior Vice President  
CFO & Treasurer

[Patent Collateral Agreement]

**PATENT**  
**REEL: 022024 FRAME: 0519**



**Caesars World, Inc.**

By: 

Name: Jonathan S. Halkyard  
Title: Senior Vice President

[Patent Collateral Agreement]

**PATENT**  
**REEL: 022024 FRAME: 0520**

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:



Name: Raymond S. Haverstock

Title: Vice President

[Patent Collateral Agreement]

**PATENT**  
**REEL: 022024 FRAME: 0521**

**SCHEDULE I**  
**to**  
**PATENT COLLATERAL AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

**Patent Registrations:**

<b>Owner</b>	<b>Title</b>	<b>Patent Number</b>
Harrah's Operating Company, Inc.	Bet Tracking System For Gaming Tables	5,613,912
Harrah's Operating Company, Inc.	National Customer Recognition System And Method	6,183,362
Harrah's Operating Company, Inc.	National Customer Recognition System And Method	5,761,647
Harrah's Operating Company, Inc.	Bet Guarantee System	5,766,075
Harrah's Operating Company, Inc.	Teleservices Computer System, Method, And Manager Application For Integrated Presentation Of Concurrent Interactions With Multiple Terminal Emulation Sessions	5,974,135
Harrah's Operating Company, Inc.	Personal Convenience Unit For Enhancing Patron Use Of Gaming Machines	6,116,597
Harrah's Operating Company, Inc.	System For The Tracking And Management Of Transactions In A Pit Area Of A Gaming Establishment	5,809,482
Harrah's Operating Company, Inc.	Customer Worth Differentiation By Selective Activation Of Physical Instrumentalities within the casino	6,003,013
Harrah's Operating Company, Inc.	Cabinet For Gaming Machine	D422162
Harrah's Operating Company, Inc.	Resource Price Management Incorporating Indirect Value	6,993,494
Harrah's Operating Company, Inc.	Automated Service Scheduling System	6,962,531
Harrah's Operating Company, Inc.	Wheel Of Fortune Poker Game Apparatus And Method	5,188,363
Harrah's Operating Company, Inc.	Electronic Gaming Apparatus And Method	5,393,057
Harrah's Operating Company, Inc.	Casino Entertainment System	5,259,613
Harrah's Operating Company, Inc.	Apparatus And Method For Playing An Electronic Poker Game	5,332,219
Harrah's Operating Company, Inc.	Party Tray	D393981
Harrah's Operating Company, Inc.	Customer Valuation In A Resource Price Manager	7,212,978
Harrah's Operating Company, Inc.	Self-Verifying Gaming Voucher Having Secondary Machine Readable Indicia	7,118,478
Harrah's Operating Company, Inc.	Universal Comp Bank And Regional Servers for Use In Multi-Property Casino Enterprise	7,329,185
Harrah's Operating Company, Inc.	Unified Player Rewards	7,410,422
Harrah's Operating Company, Inc.	National Customer Recognition System And Method	7,419,427
Harrah's Operating Company, Inc.	Player Tracking And Rewards Card	D486515
Harrah's Operating Company, Inc.	Player Tracking And Rewards Card	D485860

<b>Owner</b>	<b>Title</b>	<b>Patent Number</b>
Harrah's Operating Company, Inc	Player Tracking And Rewards Card	D485861
Harrah's Operating Company, Inc	Player Tracking And Rewards Card	D485862
Harrah's Operating Company, Inc	Player Tracking And Rewards Card	D486179
Caesars World, Inc.	Combined Cashless/Cash Gaming Machine	5,919,091

**Patent Applications:**

<b>Owner</b>	<b>Title</b>	<b>Application Number</b>
Harrah's Operating Company, Inc.	Automated Service Scheduling System Based On Customer Value	09/782,677
Harrah's Operating Company, Inc.	Progressive Promotional Marketing System	10/641,512
Harrah's Operating Company, Inc.	Self-Verifying Gaming Voucher Having Secondary Machine Readable Indicia	11/539,855
Harrah's Operating Co., Inc.	Real-Time Marketing At Gaming Machines	11/426,867
Harrah's Operating Company, Inc.	Universal Comp Bank and Regional Servers for Use in Multi-Property Casino Enterprise	12/018,124