

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Caesar's Entertainment Operating Company, Inc.	04/03/2012
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Collateral Agent
Street Address:	901 Main Street
Internal Address:	Mail Code TX1-492-14-11
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7765121
Patent Number:	7717788
Patent Number:	7927213
Patent Number:	8000990
Patent Number:	5974135
Application Number:	13248445
Application Number:	13037657
Application Number:	13042287
CORRESPONDENCE DATA	
Fax Number:	(302)636-5454
Phone:	202-408-3121 x2348
Email:	jpaterso@cscinfo.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Corporation Service Company

CH \$320.00 7765121

Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 158001

NAME OF SUBMITTER: Jean Paterson

Total Attachments: 6
source=4-4-12 Caesars Entertainment-PT#page1.tif
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source=4-4-12 Caesars Entertainment-PT#page6.tif

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Caesars Entertainment Operating Company, Inc.

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

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Collateral Agent

Internal Address: _____

Street Address: 901 Main Street, Mail Code TX1-492-14-11

City: Dallas

State: TX

Country: USA Zip: 75202

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 04/03/2012

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule I

See Schedule I

Additional numbers attached? Yes No

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

Name: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3345

Fax Number: (212) 269-5420

Email Address: jmurphy@cahill.com

6. Total number of applications and patents involved: 8**7. Total fee (37 CFR 1.21(h) & 3.41) \$** _____

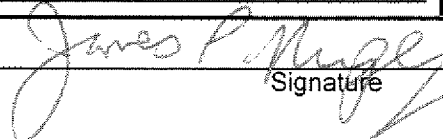
- Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

April 4, 2012
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Patent Collateral Agreement

Patent Collateral Agreement, dated as of April 3, 2012, by CAESARS ENTERTAINMENT OPERATING COMPANY, INC. and each Subsidiary Party signatory hereto (each, a "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity 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 an Amended and Restated Collateral Agreement dated and effective as of January 28, 2008 and amended and restated effective as of June 10, 2009 (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 of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the benefit of the Secured Parties, 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 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 or provisions of the Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. 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 5. 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 6. 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 7. Non-Assignment. Except to the extent expressly permitted in the Credit Agreement, 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.

**Caesars Entertainment Operating Company,
Inc.**

By: _____

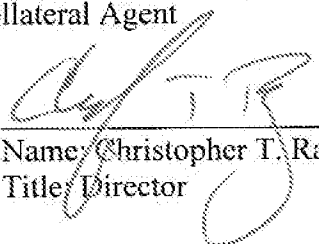

Name: Jonathan S. Halkyard
Title: Executive Vice President and Chief
Financial Officer

{1st Lien Patent Collateral Agreement}

PATENT
REEL: 027991 FRAME: 0645

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Christopher T. Ray
Title: Director

Patent Collateral Agreement

SCHEDULE I
to
PATENT COLLATERAL AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Caesars Entertainment Operating Company, Inc.	Automated Service Scheduling System Based on Customer Value	7,765,121
Caesars Entertainment Operating Company, Inc.	Progressive Promotional Marketing System	7,717,788
Caesars Entertainment Operating Company, Inc.	Real-Time Marketing at Gaming Machines	7,927,213
Caesars Entertainment Operating Company, Inc.	Automated Service Scheduling System Based on Customer Value	8,000,990
Caesars Entertainment Operating Company, Inc.	Teleservices Computer System Method, and Manager Application for Integrated Presentation of Concurrent Interactions with Multiple Terminal Emulation Sessions	5,974,135

Applications:

OWNER	TITLE	APPLICATION NUMBER
Caesars Entertainment Operating Company, Inc.	Skill Based Games of Chance	13/248,445
Caesars Entertainment Operating Company, Inc.	Maximum Available Credits Withdrawal	13/037,657
Caesars Entertainment Operating Company, Inc.	Real-Time Marketing at Gaming Machines	13/042,287