

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4664933

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
CAESARS ENTERTAINMENT OPERATING COMPANY, INC.		10/06/2017
RECEIVING PARTY DATA		
Name:	CAESARS LICENSE COMPANY, LLC	
Street Address:	ONE CAESARS PALACE DRIVE	
City:	LAS VEGAS	
State/Country:	NEVADA	
Postal Code:	89109	
PROPERTY NUMBERS Total: 24		
Property Type	Number	
Application Number:	09658366	
Application Number:	09782616	
Application Number:	09782677	
Application Number:	09989929	
Application Number:	10255160	
Application Number:	29177612	
Application Number:	29177592	
Application Number:	29177610	
Application Number:	29177611	
Application Number:	29177609	
Application Number:	10419679	
Application Number:	10462018	
Application Number:	10641512	
Application Number:	11426867	
Application Number:	12018124	
Application Number:	12816586	
Application Number:	13042287	
Application Number:	13248445	
Application Number:	13784552	
Application Number:	14322654	

PATENT

Property Type	Number
Application Number:	15521749
Application Number:	15053844
Application Number:	15164791
Application Number:	29598561

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email:

cmeredithgoujon@paulweiss.com,dlaker@paulweiss.com,dewilliams@paulweiss.com

Correspondent Name:

CLAUDINE MEREDITH-GOUJON

Address Line 1:

1285 AVENUE OF THE AMERICAS

Address Line 4:

NEW YORK, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	9AE-E
NAME OF SUBMITTER:	CLAUDINE MEREDITH-GOUJON
SIGNATURE:	/Claudine Meredith-Goujon/
DATE SIGNED:	10/30/2017

Total Attachments: 7

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Patent Assignment Agreement

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into on October 6, 2017, by Caesars Entertainment Operating Company, Inc., a Delaware corporation having an address at One Caesars Palace Drive, Las Vegas, NV 89109 ("Assignor"), in favor of Caesars License Company, LLC, a Nevada limited liability company having an address at One Caesars Palace Drive, Las Vegas, NV 89109 ("Assignee").

WHEREAS, in furtherance of, and to effectuate, the Restructuring Transactions (as defined in the Debtors' Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code filed in the Chapter 11 Cases Dkt. No. 6318), Assignor, Assignee and certain other parties have entered into that certain Omnibus Bill of Sale, Assignment and Contribution Agreement, dated as of the date hereof (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to convey, assign and transfer to Assignee, and Assignee has agreed to acquire and accept, all of Assignor's rights in and to certain intellectual property, including the patents and patent applications identified on Schedule 1 hereto (collectively, the "Patents").

NOW, THEREFORE, in accordance with the Agreement and in consideration of the mutual agreements set forth in this Assignment and the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby grants, conveys, transfers, assigns, bargains, sells, delivers and sets over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under (i) the Patents and (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to the Patents, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

2. Assignor hereby authorizes the Commissioner of Patents in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Patents in the appropriate jurisdiction and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications. The parties hereby acknowledge and affirm that their respective rights in and to the Patents are more fully set forth in the Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control.

3. This Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

4. From time to time, pursuant to Assignee's request, and without further consideration by Assignee, Assignor shall execute, deliver and acknowledge such other instruments and documents of conveyance and transfer or assumption and shall take such other actions and shall execute and deliver such other documents, certifications and further assurances as Assignee may reasonably request in order to vest and confirm more effectively in Assignee

title to or to put Assignee more fully in legal possession of, or to enable Assignee to use, any of the Patents including, without limitation, in order to enable Assignee (at Assignee's expense) to record its ownership of the Patents in relevant U.S. and foreign local, state and national patent offices.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute the same agreement. If any signature is delivered by email in PDF or similar electronic means, such signature shall create a valid and binding obligation of the party on whose behalf the signature is executed, with the same force and effect as if such PDF signature were an original thereof.

6. This Assignment shall be governed by the law of the State of Delaware without reference to the choice of law doctrine of such state.

[Remainder of page intentionally blank; signatures on following page]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR

**CAESARS ENTERTAINMENT OPERATING
COMPANY, INC.**

By: 

Name: John Payne

Title: President

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNEE

CAESARS LICENSE COMPANY, LLC

By: 
Name: Randall Eisenberg
Title: Chief Restructuring Officer

[Patent Assignment Agreement between CEOC and CLC]

PATENT
REEL: 043984 FRAME: 0601

SCHEDULE 1

Patents and Patent Applications

Patent	Country	Status	Filing Date	App. No.	Grant Date	Patent No.	Estimated Expiration Date
RESOURCE PRICE MANAGEMENT INCORPORATING INDIRECT VALUE	United States of America	Granted	2000-09-08	09/658,366	2006-01-31	6,993,494	2019-11-10
AUTOMATED SERVICE SCHEDULING SYSTEM BASED ON CUSTOMER VALUE	United States of America	Granted	2001-02-12	09/782,616	2005-11-08	6,962,531	2021-02-12
AUTOMATED SERVICE SCHEDULING SYSTEM BASED ON CUSTOMER VALUE	United States of America	Granted	2001-02-21	09/782,677	2010-07-27	7,765,121	2024-02-22
RESOURCE PRICE MANAGEMENT INCORPORATING INDIRECT VALUE	United States of America	Granted	2001-11-20	09/989,929	2007-05-01	7,212,978	2019-07-05
SELF-VERIFYING GAMING VOUCHER HAVING SECONDARY MACHINE READABLE INDICIA	United States of America	Granted	2002-09-25	10/255,160	2006-10-10	7,118,478	2023-08-09
Design for PLAYER TRACKING AND REWARDS CARD--Flamingo, Las Vegas	United States of America	Granted	2003-03-12	29/177,612	2004-02-10	D486,515	2018-02-10
Design for PLAYER TRACKING AND REWARDS CARD--Bally's, Las Vegas	United States of America	Granted	2003-03-12	29/177,592	2004-01-27	D485,860	2018-01-27
Design for PLAYER TRACKING AND REWARDS CARD- Paris, Las Vegas	United States of America	Granted	2003-03-12	29/177,610	2004-01-27	D485,861	2018-01-27
Design for PLAYER TRACKING AND REWARDS CARD- Las Vegas, Hilton	United States of America	Granted	2003-03-12	29/177,611	2004-01-27	D485,862	2018-01-27
Design for PLAYER TRACKING AND REWARDS CARD- Caesar's	United States of America	Granted	2003-03-12	29/177,609	2004-02-03	D486,179	2018-02-03

Patent	Country	Status	Filing Date	App. No.	Grant Date	Patent No.	Estimated Expiration Date
Palace							
UNIVERSAL COMP BANK AND REGIONAL SERVERS FOR USE IN MULTI-PROPERTY CASINO ENTERPRISE	United States of America	Granted	2003-04-21	10/419,679	2008-02-12	7,329,185	2024-09-29
UNIFIED PLAYER REWARDS	United States of America	Granted	2003-06-13	10/462,018	2008-08-12	7,410,422	2025-04-24
PROGRESSIVE PROMOTIONAL MARKETING SYSTEM	United States of America	Granted	2003-08-14	10/641,512	2010-05-18	7,717,788	2023-11-24
REAL-TIME MARKETING AT GAMING MACHINES	United States of America	Granted	2006-06-27	11/426,867	2011-04-19	7,927,213	2030-02-17
UNIVERSAL COMP BANK AND REGIONAL SERVERS FOR USE IN MULTI-PROPERTY CASINO ENTERPRISE	United States of America	Granted	2008-01-22	12/018,124	2013-11-12	8,579,701	2031-12-07
AUTOMATED SERVICE SCHEDULING SYSTEM BASED ON CUSTOMER VALUE	United States of America	Granted	2010-06-16	12/816,586	2011-08-16	8,000,990	2024-02-22
REAL-TIME MARKETING AT GAMING MACHINES	United States of America	Granted	2011-03-07	13/042,287	2012-07-03	8,210,939	2031-03-07
SKILL BASED GAMES OF CHANCE	United States of America	Granted	2011-09-29	13/248,445	2013-04-30	8,430,733	2031-09-29
SKILL BASED GAMES OF CHANCE	United States of America	Granted	2013-03-04	13/784,552	2016-03-15	9,286,747	2031-09-29
LOSING STREAK SIDE BET FOR EXTERNAL REWARDS	United States of America	Application	2014-07-02	14/322,654			
IN-CASINO MOBILE GAMING	United States of America	Application	2015-10-26	15/521,749			
BLACKJACK SIDE BET BASED ON POKER HAND FORMED FROM DEALERS BLACKJACK HAND	United States of America	Allowed	2016-02-25	15/053,844			

Patent	Country	Status	Filing Date	App. No.	Grant Date	Patent No.	Estimated Expiration Date
BLACKJACK SIDE BET BASED ON POKER HAND FORMED FROM DEALER'S BLACKJACK HAND	United States of America	Application	2016-05-25	15/164,791			
Design for GAMING SYSTEM DISPLAY SCREEN WITH GRAPHICAL USER INTERFACE	United States of America	Application	2017-03-27	29/598,561			

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REEL: 043984 FRAME: 0604

RECORDED: 10/30/2017