

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAESARS WORLD, INC.		04/03/2012	CORPORATION: FLORIDA
CAESARS LICENSE COMPANY, LLC		04/03/2012	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	US BANK NATIONAL ASSOCIATION
Street Address:	60 Livingston Avenue
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107-1419
Entity Type:	: UNITED STATES

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	3956175	ALL STAGE PASS
Registration Number:	3978254	ALL STAGE PASS
Registration Number:	4063489	BIG EASY ON THE BOARDWALK
Registration Number:	4105646	CENTER OF THE ACTION
Registration Number:	2982818	COME OUT AND PLAY
Registration Number:	4043454	COME OUT AND PLAY
Registration Number:	4100290	FIGHT REPUBLIC
Registration Number:	4063415	HARRAH'S
Registration Number:	4024255	MILLION DOLLAR SUMMER GIVEAWAY
Registration Number:	3932844	NEVER GAMBLE HUNGRY
Registration Number:	4107918	NUMBER ONE SINCE DAY ONE
Registration Number:	4007667	READY. SET. REWARDS.
Registration Number:	4063390	RISK IS ITS OWN REWARD

CH \$1440.00 3956175

Registration Number:	4063386	SETTLE FOR MORE
Registration Number:	4069796	THE GENERAL MANAGER'S CLUB
Registration Number:	3993377	THISTLEDOWN
Registration Number:	3984726	TIER SCORE
Registration Number:	3870712	TC TOTAL CONNECT
Registration Number:	4052944	TOTAL REWARDS MARKETPLACE
Registration Number:	4063392	WE LEFT RESTRAINT OFF THE MENU
Registration Number:	4063189	WHERE ANY JACK WHO'S A QUEEN CAN LIVE LIKE A KING
Registration Number:	3978086	CAESARS FOUNDATION
Registration Number:	3978154	CAESARS FOUNDATION
Registration Number:	4090512	ROMAN RITUALS
Serial Number:	85303761	AMULET
Serial Number:	85303832	COLLABRA
Serial Number:	85303793	GALLIUM
Serial Number:	85230047	HIGH ROLLER
Serial Number:	85554069	HOOPS ON THE STRIP
Serial Number:	85303807	MOBIUS
Serial Number:	85375897	MYTR
Serial Number:	85438610	NATIONAL SLOT LEAGUE
Serial Number:	85496829	NSL
Serial Number:	85521783	PLAY WITHOUT PAIN
Serial Number:	85528353	PLAY. WIN. ESCAPE.
Serial Number:	85303803	POPULACE
Serial Number:	85303827	REALM
Serial Number:	85532616	EMY MACK
Serial Number:	85155880	THE LINQ
Serial Number:	85154027	THE LINQ
Serial Number:	85155889	THE LINQ
Serial Number:	85291466	THE LINQ
Serial Number:	85383573	THE SPREAD
Serial Number:	85090399	TOTAL ESCAPE
Serial Number:	85372252	TR TOTAL REWARDS
Serial Number:	85372313	TR TOTAL REWARDS
Serial Number:	85374085	TR
Serial Number:	85374120	TR

	85383920	TR INSIDER
Serial Number:	85310720	WHERE ANY JACK WHO'S A QUEEN CAN LIVE LIKE A KING
Serial Number:	85434679	CAESARS
Serial Number:	85562550	CAESARS CASINO
Serial Number:	85191620	LAS VEGAS MEETINGS BY CAESARS ENTERTAINMENT
Serial Number:	85399417	LAUREL COLLECTION
Serial Number:	85492653	LAUREL COLLECTION
Serial Number:	85197796	OCTAVIUS TOWER
Serial Number:	85480298	REIGN

CORRESPONDENCE DATA

Fax Number: (212)492-0364

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

Email: mcarbullido@paulweiss.com, aashville@paulweiss.com

Correspondent Name: Mitchel R. Carbullido

Address Line 1: Paul, Weiss, Rifkind, Wharton & Garrison

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19717-015
NAME OF SUBMITTER:	Mitchel R. Carbullido
Signature:	/Mitchel R. Carbullido/
Date:	04/05/2012

Total Attachments: 8

source=Caesars 2nd Lien - Trademark Security Agreement#page1.tif
source=Caesars 2nd Lien - Trademark Security Agreement#page2.tif
source=Caesars 2nd Lien - Trademark Security Agreement#page3.tif
source=Caesars 2nd Lien - Trademark Security Agreement#page4.tif
source=Caesars 2nd Lien - Trademark Security Agreement#page5.tif
source=Caesars 2nd Lien - Trademark Security Agreement#page6.tif
source=Caesars 2nd Lien - Trademark Security Agreement#page7.tif
source=Caesars 2nd Lien - Trademark Security Agreement#page8.tif

Trademark Collateral Agreement

Trademark Collateral Agreement, dated as of April 3, 2012, by CAESARS WORLD, INC., a Florida corporation, and CAESARS LICENSE COMPANY, LLC, a Nevada limited liability company (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 dated as of December 24, 2008 (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 Trademark 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) Trademarks of each Pledgor listed on Schedule I attached hereto, *provided* that any "intent-to-use" Trademark which would be rendered invalid, unenforceable, or void by the grant of a security interest created pursuant to this Trademark Collateral Agreement is excluded from the foregoing security interests only for so long as the "intent-to-use" status of such Trademark continues;

(b) all goodwill associated with such Trademarks; and

(c) all proceeds of any and all of the foregoing.

SECTION 3. Collateral Agreement. The security interest granted pursuant to this Trademark 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 Trademarks 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 term or provision of this Trademark Collateral Agreement is deemed to conflict with the Collateral Agreement, such terms or 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 anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Trademark Collateral Agreement are expressly subject and subordinate 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 and amended and restated effective as of June 10, 2009 (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 Trademark 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 Trademarks under this Trademark Collateral Agreement.

SECTION 6. Counterparts. This Trademark 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 Trademark Collateral Agreement by signing and delivering one or more counterparts.

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

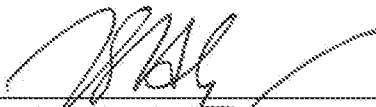
SECTION 8. Non-Assignment. Except to the extent expressly permitted in the Indenture Documents, each Pledgor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Collateral referenced in Section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

[signature page follows]

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

CAESARS WORLD, INC.,
as Pledgor

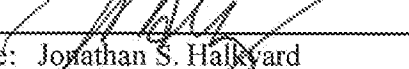
By: _____


Name: Jonathan S. Halkyard

Title: Senior Vice President

CAESARS LICENSE COMPANY, LLC,
as Pledgor


By: Caesars Entertainment Operating Company,
Inc.,
its Sole Member

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

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: _____


Name: Raymond S. Haverstock
Title: Vice President

SCHEDULE I
to
TRADEMARK COLLATERAL AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Caesars License Company, LLC	All Stage Pass (Block)	3956175	05/03/11
Caesars License Company, LLC	All Stage Pass (Logo)	3978254	06/14/11
Caesars License Company, LLC	Big Easy on the Boardwalk (Block)	4063489	11/29/11
Caesars License Company, LLC	Center of the Action (Block)	4105646	2/28/12
Caesars License Company, LLC	Come Out and Play (Block)	2982818	08/09/05
Caesars License Company, LLC	Come Out and Play (Block)	4043454	10/18/11
Caesars License Company, LLC	Fight Republic (Block)	4100290	2/14/12
Caesars License Company, LLC	Harrah's (Modern)	4063415	11/29/11
Caesars License Company, LLC	Million Dollar Summer Giveaway (Block)	4024255	09/06/11
Caesars License Company, LLC	Never Gamble Hungry (Block)	3932844	03/15/11
Caesars License Company, LLC	Number One From Day One	4107918	3/6/12
Caesars License Company, LLC	Ready. Set. Rewards.	4007667	08/02/11
Caesars License Company, LLC	Risk Is Its Own Reward (Block)	4063390	11/29/11
Caesars License Company, LLC	Settle for More (Block)	4063386	11/29/11
Caesars License Company, LLC	The General Manager's Club (Logo)	4069796	12/13/11
Caesars License Company, LLC	Thistledown (Block)	3993377	07/12/11
Caesars License Company, LLC	Tier Score (Block)	3984726	06/28/11
Caesars License Company, LLC	Total Connect (Logo)	3870712	11/02/10
Caesars License Company, LLC	Total Rewards Market-place (Block)	4052944	11/08/11
Caesars License Company, LLC	We Left Restraint Off The Menu (Block)	4063392	11/29/11

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Caesars License Company, LLC	Where Any Jack Who's A Queen Can Live Like A King	4063189	11/29/11
Caesars World, Inc.	Caesars Foundation	3978086	06/14/11
Caesars World, Inc.	Caesars Foundation (Design)	3978154	06/14/11
Caesars World, Inc.	Roman Rituals	4090512	01/24/12

Trademark Applications:

OWNER	TRADEMARK	APPLICATION NUMBER	APPLICATION DATE
Caesars License Company, LLC	Amulet (Block)	85/303761	04/25/11
Caesars License Company, LLC	Collabra (Block)	85/303832	04/25/11
Caesars License Company, LLC	Gallium (Block)	85/303793	04/25/11
Caesars License Company, LLC	High Roller (Block)	85/230047	01/31/11
Caesars License Company, LLC	Hoops on the Strip	85/554069	2/29/12
Caesars License Company, LLC	Mobius (Block)	85/303807	04/25/11
Caesars License Company, LLC	MyTR (Block)	85/375897	07/20/11
Caesars License Company, LLC	National Slot League (Block)	85/438610	10/04/11
Caesars License Company, LLC	NSL Logo (Color)	85/496829	12/15/11
Caesars License Company, LLC	Play without Pain (Block)	85/521783	01/20/12
Caesars License Company, LLC	Play. Win. Escape.	85/528353	01/30/12
Caesars License Company, LLC	Populace (Block)	85/303803	04/25/11
Caesars License Company, LLC	Realm (Block)	85/303827	04/25/11
Caesars License Company, LLC	The Linq (logo)	85/532616	3/6/12
Caesars License Company, LLC	The Linq	85/155880	10/19/10
Caesars License Company, LLC	The Linq	85/154027	10/15/10
Caesars License Company, LLC	The Linq	85/155889	10/19/10
Caesars License Company, LLC	The Linq (logo)	85/291466	04/11/11
Caesars License Company, LLC	The Spread (Block)	85/383573	07/28/11
Caesars License Company, LLC	Total Escape (Block)	85/090399	07/22/10
Caesars License Company, LLC	Total Rewards with TR Design	85/372252	07/15/11

OWNER	TRADEMARK	APPLICATION NUMBER	APPLICATION DATE
Caesars License Company, LLC	Total Rewards with TR Design (Color)	85/372313	07/15/11
Caesars License Company, LLC	TR Design	85/374085	07/18/11
Caesars License Company, LLC	TR Design (Color)	85/374120	07/18/11
Caesars License Company, LLC	TR Insider (Block)	85/383920	07/28/11
Caesars License Company, LLC	Where Any Jack Who's A Queen Can Live Like A King	85/310720	05/03/11
Caesars World, Inc.	Caesars	85/434679	09/28/11
Caesars World, Inc.	Caesars Casino	85/562550	3/7/12
Caesars World, Inc.	Las Vegas Meetings by Caesars Entertainment (Logo)	85/191620	12/06/10
Caesars World, Inc.	Laurel Collection (Block)	85/399417	08/16/11
Caesars World, Inc.	Laurel Collection (Block)	85/492653	12/12/11
Caesars World, Inc.	Octavius Tower	85/197796	12/14/10
Caesars World, Inc.	Reign (Block)	85/480298	11/23/11