

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.		10/05/2012	CORPORATION: FLORIDA
CAESARS LICENSE COMPANY, LLC		10/05/2012	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION
Street Address:	60 Livingston Avenue, EP-MN-WS3C
City:	Saint Paul
State/Country:	MINNESOTA
Postal Code:	55107-2292
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3984681	PET STAY
Serial Number:	85580324	CAESARS CASINO
Serial Number:	85601338	CAESARS
Serial Number:	85601352	
Serial Number:	85643271	THE GREAT RACE TO REWARDS
Serial Number:	85652909	HIDDEN REWARDS
Serial Number:	85653317	THE QUAD
Serial Number:	85672551	MORE THAN JUST GAMING

CORRESPONDENCE DATA

Fax Number:
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, emendes@paulweiss.com

TRADEMARK

Correspondent Name: Mitchel R. Carbullido
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 19717-024

NAME OF SUBMITTER: Mitchel R. Carbullido

Signature: /Mitchel R. Carbullido/

Date: 10/05/2012

Total Attachments: 6
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Trademark Collateral Agreement

Trademark Collateral Agreement, dated as of October 5, 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, the undersigned Pledgors have caused this Trademark Collateral Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

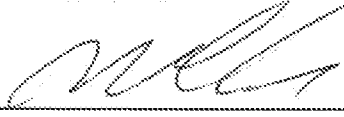
CAESARS WORLD, INC.,
as Pledgor

By: 
Name: Michael Cohen
Title: Secretary

CAESARS LICENSE COMPANY, LLC,
as Pledgor

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

By: _____


Name: Michael Cohen
Title: Senior Vice President, Deputy
General Counsel and
Corporate Secretary

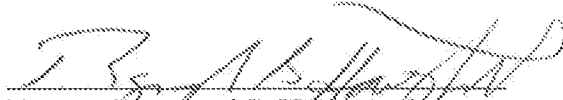
[Signature Page to 2nd Lien Trademark Collateral Agreement]

TRADEMARK
REEL: 004875 FRAME: 0166

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/ SERIAL NUMBER	REGISTRATION /FILING DATE
Caesars License Company, LLC.	Pet Stay (Design)	3984681	06/28/2011
Caesars World, Inc.	Caesars Casino	85/580324	03/26/2012
Caesars World, Inc.	Caesars Roman Head (Design)	85/601338	04/18/2012
Caesars World, Inc.	Roman Head with Laurel Leaf (Design)	85/601352	04/18/2012
Caesars License Company, LLC.	The Great Race to Rewards	85/643271	06/05/2012
Caesars License Company, LLC.	Hidden Rewards	85/652909	06/15/2012
Caesars License Company, LLC.	The Quad	85/653317	06/15/2012
Caesars License Company, LLC.	More Than Just Gaming	85/672551	07/10/2012