

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	SECURITY INTEREST			
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:	Bank of America, N.A., as Collateral Agent			
Street Address:	901 Main Street, Mail Code TX 1-492-14-11			
City:	Dallas			
State/Country:	TEXAS			
Postal Code:	75202			
Entity Type:	National Association: UNITED STATES			
PROPERTY NUMBERS Total: 9				
	Property Type	Number	Word Mark	
	Registration Number:	3504812	STAY. PLAY. RELAX.	
	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:	3026365454			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				

CH \$240.00 3504812

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/09/2012

Total Attachments: 8
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RECORDATION FORM COVER SHEET TRADEMARKS 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 World, Inc.

- Individual(s)
- Partnership
- Corporation- State: Florida
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) US - Florida

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 5, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

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

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

City: Dallas

State: Texas

Country: USA Zip: 75202

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

October 9, 2012
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying parties

Caesars World, Inc., a Florida Corporation
Citizenship – US – Florida

Caesars License Company, LLC, a Nevada Limited Liability Company
Citizenship – US – Nevada

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 BANK OF AMERICA, N.A., in its capacity as collateral agent (in such capacity, the “Collateral Agent”).

WITNESSETH:

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 Trademark 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) 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 provision of this Trademark Collateral Agreement is deemed

to conflict with the Collateral Agreement, the 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 Trademarks under this Trademark Collateral Agreement.

SECTION 5. 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 6. 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 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, 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

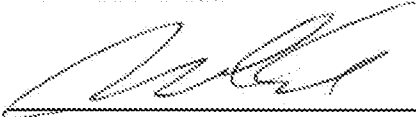
Title: Secretary

[Signature Page to 1st Lien Trademark Collateral Agreement]

TRADEMARK
REEL: 004876 FRAME: 0980

CAESARS LICENSE COMPANY, LLC,
as Pledgor

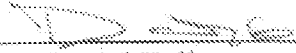
By: Caesars Entertainment Operating
Company, Inc.,
its Sole Member

By: 

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

Accepted and Agreed:

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

By: 
Name: Daniel Kelly
Title: Managing Director

[Signature Page to 1st Lien Trademark Collateral Agreement]

SCHEDULE I
to
TRADEMARK COLLATERAL AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION/ SERIAL NUMBER	REGISTRATION /FILING DATE
Caesars World, Inc.	Stay. Play. Relax.	3504812	09/23/2008
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