

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caesars License Company, LLC		11/02/2012	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Harrah's Maryland Heights LLC		
Street Address:	c/o Caesars Entertainment Corporation		
Internal Address:	One Caesars Palace Drive		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3455130	EAT UP BUFFET	
Registration Number:	3604172	MONEY IN THE TANK	
Registration Number:	3351322	TUESDAY NIGHT SUPPER CLUB	
CORRESPONDENCE DATA			
Fax Number:	2158648999		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	215.864.8209		
Email:	jacobsh@ballardspahr.com, shorem@ballardspahr.com, cramerp@ballardspahr.com, phila_tmddocketing@ballardspahr.com		
Correspondent Name:	Hara K. Jacobs		
Address Line 1:	Ballard Spahr LLP		
Address Line 2:	1735 Market Street, 51st Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7599		

CH \$90.00 3455130

ATTORNEY DOCKET NUMBER:	00894428
NAME OF SUBMITTER:	Hara K. Jacobs
Signature:	/Hara K. Jacobs/
Date:	12/11/2012
Total Attachments: 6 source=Caesars Entertainment#page1.tif source=Caesars Entertainment#page2.tif source=Caesars Entertainment#page3.tif source=Caesars Entertainment#page4.tif source=Caesars Entertainment#page5.tif source=Caesars Entertainment#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the “Assignment”) is made and entered into as of November 2, 2012, by and between Caesars License Company, LLC, a Nevada limited liability company (“Assignor”), an indirect wholly-owned subsidiary of Caesars Entertainment Corporation, and Harrah’s Maryland Heights, LLC, a Delaware limited liability company (“Assignee”). Defined terms not specifically defined herein shall have the meanings ascribed to them in the Equity Interest Purchase Agreement, dated as of May 7, 2012 (the “Purchase Agreement”), by and among Assignee, Penn National Gaming, Inc., a Pennsylvania corporation, and certain of Assignor’s affiliates (“Sellers”), namely Caesars Entertainment Corporation, a Delaware corporation, Caesars Entertainment Operating Company, Inc., a Delaware corporation, Harrah’s Maryland Heights Operating Company, a Nevada corporation, and Players Maryland Heights Nevada, LLC, a Nevada limited liability company.

WHEREAS, pursuant to the Purchase Agreement, Sellers have agreed to assign or cause to be assigned to Assignee (or its designee) certain trademarks as listed on Exhibit A to this Assignment (the “Trademarks”);

WHEREAS, to effect the transfer of the Trademarks as contemplated in the Purchase Agreement, Assignor and Assignee desire to enter into this Assignment; and

WHEREAS, the execution and delivery of this Assignment is required by Section 5.2(j) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Each capitalized term used but not defined in this Assignment shall have the meaning ascribed to it in the Purchase Agreement.

2. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee (or its designee), and Assignee does hereby accept, all of Assignor’s right, title, and interest in and to the Trademarks and any registrations or applications for registration related thereto, and all common law rights and goodwill associated therewith, together with all rights to sue for past, present or future infringement or other violation and to collect all past, present and future damages related thereto. Assignor further waives all claims it has to the Trademarks and agrees to cease all use of the Trademarks, as domain names, trade names, trademarks or service marks or otherwise, as of the Closing. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office and the corresponding entities or agencies in any applicable state, to record Assignee as the assignee and owner of the Trademarks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Conflicts. Notwithstanding any other provisions of this Assignment to the contrary, Assignee acknowledges and agrees that the representations, warranties, covenants,

agreements, conditions, indemnities, rights and remedies contained in the Purchase Agreement shall not be superseded, modified, replaced, amended, changed, rescinded, or in any way affected hereby. This Assignment is subject to and controlled by the terms of the Purchase Agreement, and in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Assignor covenants and agrees, at the expense of Assignee, to execute and deliver, at the request of Assignee (or its designee), such further instruments of transfer and assignment and to take such other actions as reasonably requested by Assignee (or its designee) to more effectively consummate the assignments contemplated by this Assignment.

5. Successors and Assigns. This Assignment shall bind and inure to the benefit of the respective parties hereto and their successors and assigns. This Assignment is for the sole benefit of the parties hereto and their successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors or assigns, any legal or equitable rights hereunder.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri and the federal laws of the United States of America, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

7. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by telecopy with answer back, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), by registered or certified mail (postage prepaid, return receipt requested) or by e-mail with receipt confirmed by return e-mail to the respective parties as set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

If to Assignor:

Caesars License Company
c/o Caesars Entertainment Corporation
One Caesars Palace Drive
Las Vegas, Nevada 89109
Attention: General Counsel
Facsimile: (702) 407-6418

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
650 Town Center Drive, 20th Floor
Costa Mesa, California 92626
Facsimile No.: (714) 755-8290
Attn: Charles K. Ruck and Michael A. Treska

If to Assignee:

Harrah's Maryland Heights, LLC
c/o Caesars Entertainment Corporation
One Caesars Palace Drive
Las Vegas, Nevada 89109
Attention: General Counsel
Facsimile: (702) 407-6418

with a copy (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
Attn: Daniel A. Neff
Facsimile: (212) 403-2000

Any notice or communication delivered in person shall be deemed effective on delivery. Any notice or communication sent by e-mail, telecopy or by air courier shall be deemed effective on the first business day following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail shall be deemed effective on the third business day following the day on which such notice or communication was mailed.

8. Amendment. Any term of this Assignment may be amended, modified, rescinded, canceled or waived, in whole or in part, only by a written instrument signed by each of the parties' authorized representatives or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns.

9. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement


10. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced as a result of any rule of Law or public policy, all other terms and other provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Assignment and the Purchase Agreement are fulfilled to the greatest extent possible..

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

ASSIGNOR

Caesars License Company, LLC,
a Nevada limited liability company
By: Caesars Entertainment Operating
Company, Inc., its sole member

By: 
Name: Eric Hession
Its: Senior Vice President and Treasurer

ASSIGNEE

Harrah's Maryland Heights, LLC,
a Delaware limited liability company

By: _____
Name: Michael Cohen
Its: Authorized Representative

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

ASSIGNOR

Caesars License Company, LLC,
a Nevada limited liability company
By: Caesars Entertainment Operating
Company, Inc., its sole member

By: _____
Name: Eric Hession
Its: Senior Vice President and Treasurer

ASSIGNEE

Harrah's Maryland Heights, LLC,
a Delaware limited liability company

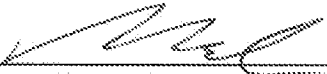
By:  _____
Name: Michael Cohen
Its: Authorized Representative

Exhibit A
Assigned Trademarks

U.S. Federal Registrations

Mark	Reg. No.	Reg. Date
Eat Up Buffet	3455130	06/24/2008
Money in the Tank	3604172	04/07/2009
Tuesday Night Supper Club	3351322	12/11/2007

Missouri State Registrations

Mark	Reg. No.	Reg. Date
Grill 21	S017614	01/13/2004
iBonus	S017208	01/24/2006

Common Law

Club Aroma
Phat Tai