

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|--------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Release of Security Interest in Trademarks |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|-------------------------------------|
| Bank of America, N.A. | | 10/11/2013 | National Association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | Flamingo Las Vegas Propco, LLC |
| Street Address: | One Caesars Palace Drive |
| City: | Las Vegas |
| State/Country: | NEVADA |
| Postal Code: | 89109 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 3106584 | BEEF BARRON |
| Registration Number: | 1243194 | CITY LITES |
| Registration Number: | 1948975 | FLAMINGO |
| Registration Number: | 2517266 | FLAMINGO |
| Registration Number: | 2517267 | FLAMINGO |
| Registration Number: | 2350265 | |
| Registration Number: | 2514373 | FLAMINGO LAS VEGAS |
| Registration Number: | 2516588 | FLAMINGO LAS VEGAS |
| Registration Number: | 1820290 | FRUIT BASKET BUFFET |
| Registration Number: | 3631248 | O'SHEAS |
| Registration Number: | 1692034 | O'SHEAS CASINO |
| Registration Number: | 3659293 | PINK BEAN |
| Registration Number: | 2986903 | PINK GINGER |

CH \$340.00 3106584

CORRESPONDENCE DATA

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

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

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 846280-1 |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /jep/ |
| Date: | 10/17/2013 |

Total Attachments: 8

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**NOTICE AND CONFIRMATION OF RELEASE OF SECURITY INTEREST IN
TRADEMARKS AND COPYRIGHTS**

This NOTICE AND CONFIRMATION OF RELEASE OF SECURITY INTEREST IN TRADEMARKS AND COPYRIGHTS (this "Release"), effective as of October 11, 2013, is made by BANK OF AMERICA, N.A., as collateral agent for the Lenders (as defined in the Loan Agreement referred to below) (in such capacity, and together with its successors and assigns, the "Agent") in favor of PARIS LAS VEGAS PROPCO, LLC, a Delaware limited liability company (in such capacity, and together with its successors and assigns, the "Grantor").

WITNESSETH:

WHEREAS, Grantor, certain other borrowers affiliated with Grantor and identified in the Loan Agreement (as defined below) (collectively with Grantor, and together with their respective successors, the "Borrower") and the Agent are each a party to that certain Second Amended and Restated Loan Agreement, dated as of August 31, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, Grantor is a party to that certain Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents, dated as of May 22 2008, granted to Lawyers Title of Nevada, Inc. for the benefit of JPMorgan Chase Bank, N.A. ("JPM") as the original secured party (the "Original Security Instrument"), (i) as assigned by that certain Assignment and Assumption of Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents (Initial Lenders), dated as August 31, 2010, pursuant to which (*inter alia*) JPM assigned the Original Security Instrument to the Lenders and (ii) as amended and further assigned by that certain Amendment to and Assignment of Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents, dated as of August 31, 2010, by and among Grantor, the Lenders and the Agent (the Original Security Instrument, as so assigned and amended, and as the same may be further amended, restated, supplemented, consolidated or otherwise modified from time to time, the "Security Instrument");

WHEREAS, pursuant to the Security Instrument, the Grantor has executed and delivered that certain Trademark and Copyright Security Agreement, dated as of August 31, 2010, which, with respect to (i) certain trademarks owned by Grantor was recorded with the United States Patent and Trademark Office (the "PTO") at Reel 4277, Frame 0144 as of September 10, 2010; and (ii) certain copyrights owned by Grantor was recorded with the United States Copyright Office (the "USCO") at Volume 3599 and Document 664 as of January 18, 2011; and

WHEREAS, the Agent wishes to provide a document suitable for recording in the PTO and the USCO for purposes of recording the release, relinquishment and discharge of its security interest in the Released Assets (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agrees as follows:

SECTION 1. Release of Security Interest. The Agent hereby confirms that it has released, relinquished and discharged its security interest in all of Grantor's right, title and

interest in and to each of the following (collectively, the "Released Assets"), without recourse to or warranty by the Agent or any Lender:

- (a) (i) all Trademarks, including but not limited to United States, State and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos and other source or business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith, whether in the PTO or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including the registrations and applications listed on Schedule A attached hereto, (ii) all renewals thereof and the right to obtain all renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements or dilutions of any of the foregoing or for any injury to goodwill, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto, including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above; and

- (b) (i) all Copyrights, including but not limited to copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the USCO (including those registrations and applications listed on Schedule B attached hereto), (ii) all extensions and renewals thereof, and the right to obtain all extensions and renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, and damages or payments for past, present or future infringements thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Governing Law. This Release shall be deemed to be a contract made under and governed by the laws of the state of New York, without regard to its conflicts of law provisions.

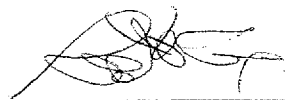
SECTION 4 Definitions. Capitalized terms used herein and not defined shall have the respective meaning ascribed to such terms in the Loan Agreement and the Security Instrument, as applicable.

SECTION 5 Further Assurances. The Agent hereby authorizes the Grantor (or their agents or designees) (i) to record this Release with the PTO and the USCO; (ii) to execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the liens on the Released Assets; and (iii) to do any and all further acts which the Grantor (or their agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm the Release and the Grantor's right, title and interest in, to and under the Released Assets.

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Robert H. Cox
Title: Director

[Paris Las Vegas PropCo, LLC Trademarks and Copyrights Release – Signature Page]

TRADEMARK
REEL: 005132 FRAME: 0749

SCHEDULE A

TRADEMARKS

| Jurisdiction | Trademark | Appl. No. | Filing Date | Reg. No. | Reg. Date | Status |
|--------------|------------------------------|-----------|-------------|---------------|------------|------------|
| U.S. | Be Inspired | 78/366079 | 2/11/2004 | 2974511 | 7/19/2005 | Registered |
| U.S. | C'est Si Bon | 75/728104 | 6/14/1999 | 2407315 | 11/21/2000 | Registered |
| U.S. | Everything's Sexier in Paris | 77/451232 | 4/17/2008 | 3530914 | 11/11/2008 | Registered |
| U.S. | Gigi Paris | 78/381582 | 3/10/2004 | 3026776 | 12/13/2005 | Registered |
| U.S. | Jacques | 78/379402 | 3/5/2004 | 2934998 | 3/22/2005 | Registered |
| U.S. | Paris | 74/653425 | 3/29/1995 | 2475977 | 8/7/2001 | Registered |
| U.S. | Paris | 77/074187 | 1/2/2007 | 3355033 | 12/18/2007 | Registered |
| U.S. | Paris (Design) | 77/070558 | 12/22/2006 | 3361414 | 1/1/2008 | Registered |
| U.S. | Paris (Stylized) | 74/703331 | 7/18/1995 | 2527696 | 1/8/2002 | Registered |
| U.S. | Paris Las Vegas (Design) | 78/320459 | 10/29/2003 | 3198006 | 1/16/2007 | Registered |
| U.S. | Paris Las Vegas (Design) | 78/319829 | 10/28/2003 | 3190882 | 1/2/2007 | Registered |
| U.S. | Paris Las Vegas (Design) | 75/622575 | 1/14/1999 | 2432163 | 2/27/2001 | Registered |
| U.S. | Paris Las Vegas (Design) | 78/319907 | 10/28/2003 | 2914614 | 12/28/2004 | Registered |
| U.S. | Paris Las Vegas (Design) | 78/320257 | 10/29/2003 | 2914615 | 12/28/2004 | Registered |
| Nevada | Cafe Belle Madeleine (Logo) | | | E0025682010-5 | 1/15/2010 | Registered |
| Nevada | du Parc | | | 32,653 | 1/25/2000 | Registered |
| Nevada | Eiffel Tour | | | 32,363 | 9/30/1999 | Registered |
| Nevada | Gustav's Bar | | | 32,646 | 1/25/2000 | Registered |
| Nevada | JJ'S Boulangerie | | | 32,649 | 1/25/2000 | Registered |
| Nevada | La Cave (Design) | | | 32,596 | 12/29/1999 | Registered |
| Nevada | La Menagerie de Paris | | | 32,373 | 9/30/2004 | Registered |
| Nevada | La Vogue | | | 32,370 | 9/30/1999 | Registered |
| Nevada | L'art de Paris | | | 32,371 | 9/30/1999 | Registered |
| Nevada | Le Bar du Sport | | | 32,647 | 1/25/2000 | Registered |
| Nevada | Le Cafe du Parc | | | 32,705 | 2/2/2000 | Registered |
| Nevada | Le Cafe Ile St. Louis | | | 32,660 | 1/25/2000 | Registered |
| Nevada | Le Journal | | | 32,365 | 9/30/1999 | Registered |
| Nevada | Le Provençal | | | 32,671 | 1/25/2000 | Registered |
| Nevada | Le Salon Des Tables | | | 32,645 | 1/25/2000 | Registered |
| Nevada | Le Village Buffet | | | 32,654 | 1/24/2000 | Registered |

| Jurisdiction | Trademark | Appl. No. | Filing Date | Reg. No. | Reg. Date | Status |
|--------------|------------------|-----------|-------------|----------|-----------|------------|
| | (Design) | | | | | |
| Nevada | Lenotre | | | 32,369 | 9/30/1999 | Registered |
| Nevada | Les Elements | | | 32,368 | 9/30/1999 | Registered |
| Nevada | Les Enfants | | | 32,372 | 9/30/1999 | Registered |
| Nevada | Les Memoires | | | 32,367 | 9/30/1999 | Registered |
| Nevada | Napoleon's | | | 32,648 | 1/25/2000 | Registered |
| Nevada | Paris | | | 32,879 | 3/28/2000 | Registered |
| Nevada | Paris (Stylized) | | | 32,878 | 3/28/2000 | Registered |
| Nevada | Presse | | | 32,366 | 9/30/1999 | Registered |

SCHEDULE B

COPYRIGHTS

| Jurisdiction | Copyright | Reg. No. | Reg. Date | Status |
|--------------|----------------------------------------------------------------|-----------|-----------|------------|
| U.S. | Paris Las Vegas Sign | VA1030754 | 2/14/2000 | Registered |
| U.S. | Paris Las Vegas Sign. By Park Place Entertainment Corporation. | VA1117733 | 1/28/2002 | Registered |
| U.S. | Paris Las Vegas Balloon Design | VA1028347 | 2/14/2000 | Registered |
| U.S. | Sculpture of Wedding Cake Topper | VA1384253 | 6/30/2006 | Registered |