

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		10/11/2013	National Association: UNITED STATES

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Rio Propco, LLC
<b>Street Address:</b>	One Caesars Palace Drive
<b>City:</b>	Las Vegas
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89109
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	2849732	BEVERTAINERS
Registration Number:	3077332	BEVERTAINMENT
Registration Number:	2085147	BUZIOS
Registration Number:	1827883	CARNIVAL WORLD BUFFET
Registration Number:	2709302	EXOTIC. UNINHIBITED. FUN.
Registration Number:	3213527	GO WILD
Registration Number:	1697110	IPANEMA GIRLS
Registration Number:	3126836	JANELAS RESTAURANT & BAR
Registration Number:	3012833	MISS RIO
Registration Number:	2459105	PLAYRIO.COM
Registration Number:	1845968	RIO
Registration Number:	1997791	RIO
Registration Number:	1908880	RIO
Registration Number:	1984925	RIO

**TRADEMARK**

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Registration Number:	1997790	RIO
Registration Number:	1845967	RIO
Registration Number:	2739407	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS
Registration Number:	2739406	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS
Registration Number:	2715239	RIO JAVA
Registration Number:	2207791	RIO LAS VEGAS
Registration Number:	2053740	RIO LAS VEGAS
Registration Number:	2207792	RIO LAS VEGAS
Registration Number:	2221028	RIO LAS VEGAS
Registration Number:	1793006	RIO RITA
Registration Number:	1714332	RIO RITA'S
Registration Number:	2223924	RIO SECCO GOLF CLUB
Registration Number:	1757490	RIO ALL-SUITE HOTEL&CASINO
Registration Number:	1779291	SNEAKY QUEENS

**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:	846280-2
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/17/2013

Total Attachments: 9  
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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 RIO 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 January 28, 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 0134 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 741 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 by 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.

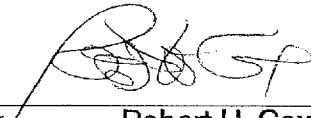
SECTION 4 Definitions. Capitalized terms used herein and not defined shall have the respective meaning ascribed to such terms in the Loan Agreement and the Security Instrument, as applicable.

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

**SCHEDULE A**  
**TRADEMARKS**

Jurisdiction	Trademark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status
U.S.	Bevertainer (Block)	78/217653	2/21/2003	2849732	6/1/2004	Registered
U.S.	Bevertainment (Block)	78/217642	2/21/2003	3077332	4/4/2006	Registered
U.S.	Buzios (Block)	74/442023	9/29/1993	2085147	8/5/1997	Registered
U.S.	Carnival World Buffet (Block)	74/401180	6/14/1993	1827883	3/22/1994	Registered
U.S.	Exotic. Uninhibited. Fun.	76/438775	8/6/2002	2709302	4/22/2003	Registered
U.S.	Go Wild	78/911523	6/19/2006	3213527	2/27/2007	Registered
U.S.	Ipanema Girls (Block)	74/021847	1/23/1990	1697110	6/23/1992	Registered
U.S.	Janelas (Design)	78/706472	9/2/2005	3126836	8/8/2006	Registered
U.S.	Miss Rio	78/159715	8/30/2002	3012833	11/8/2005	Registered
U.S.	Playrio.com (Block)	75/742469	7/2/1999	2459105	6/12/2001	Registered
U.S.	Rio (Block)	74/442024	9/29/1993	1845968	7/19/1994	Registered
U.S.	Rio (Block)	74/442025	9/29/1993	1997791	9/3/1996	Registered
U.S.	Rio (Sign Design)	74/442012	9/29/1993	1908880	8/1/1995	Registered
U.S.	Rio (Sign Design)	74/442018	9/29/1993	1984925	7/9/1996	Registered
U.S.	Rio (Stylized Script)	74/442020	9/29/1993	1997790	9/3/1996	Registered
U.S.	Rio (Stylized Script)	74/442021	9/29/1993	1845967	7/19/1994	Registered
U.S.	Rio All-Suite Hotel & Casino Las Vegas	75/732713	6/21/1999	2739407	7/22/2003	Registered
U.S.	Rio All-Suite Hotel & Casino Las Vegas	75/732712	6/21/1999	2739406	7/22/2003	Registered
U.S.	Rio Java (Design)	76/352432	12/26/2001	2715239	5/13/2003	Registered
U.S.	Rio Las Vegas (Block)	74/442016	9/29/1993	2207791	12/8/1998	Registered
U.S.	Rio Las Vegas (Block)	74/442017	9/29/1993	2053740	4/22/1997	Registered
U.S.	Rio Las Vegas (Stylized Script)	74/442019	9/29/1993	2207792	12/8/1998	Registered
U.S.	Rio Las Vegas (Stylized Script)	74/442022	9/29/1993	2221028	2/2/1999	Registered
U.S.	Rio Rita (Block)	74/330889	11/13/1992	1793006	9/14/1993	Registered
U.S.	Rio Rita's (Block)	74/227113	12/4/1991	1714332	9/8/1992	Registered
U.S.	Rio Secco Golf Club (Block)	75/370303	10/8/1997	2223924	2/16/1999	Registered
U.S.	Rio Suite Hotel & Casino (Design)	74/021711	1/23/1990	1757490	3/9/1993	Registered

Jurisdiction	Trademark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status
U.S.	Sneaky Queens (Block)	74/330885	11/13/1992	1779291	6/29/1993	
Nevada	All American Bar & Grille (Design)		11/12/1991	24-833	11/12/1991	Registered
Nevada	Buzios Seafood Restaurant (Design)		11/21/1995	28-648	11/21/1995	Registered
Nevada	Calor			20070502731-47	7/24/2007	Registered
Nevada	Cash is King (Design)		8/9/1996	29-298	8/9/1996	Registered
Nevada	Club Rio (Design)		11/12/1991	24-837	11/12/1991	Registered
Nevada	Latin Libido			E0289892007-3	4/23/2007	Registered
Nevada	Masquerade Show in the Sky			E0796512007-3	11/16/2007	Registered
Nevada	Masquerade Showroom (Block)			E0542812007-3	7/31/2007	Registered
Nevada	Masquerade Village		8/8/1996	29-285	8/8/1996	Registered
Nevada	Napa Restaurant (Design)		4/15/1996	28-940	4/15/1996	Registered
Nevada	Rio Rita (Stylized)		11/12/1991	24-832	11/12/1991	Registered
Nevada	Rio Secco Golf Club (Design)		5/27/1999	32-041	5/27/1999	Registered
Nevada	Rio Suite Hotel & Casino (Block)		7/6/1989	22-821	7/6/1989	Registered
Nevada	Rio Suite Hotel & Casino (Standardized Chinese Translation) Trade Name		11/25/1996	29-612	11/25/1996	Registered
Nevada	Sao Paulo Cafe (Design)		12/10/2002	35-154	12/10/2002	Registered
Nevada	The Spa at the Rio		11/21/1995	28-649	11/21/1995	Registered
Nevada	The Village		7/16/1996	29-172	7/16/1996	Registered
Nevada	The Village Seafood Buffet (Design)		4/15/1996	28-941	4/15/1996	Registered
Nevada	The Wine Cellar Tasting Room (Design)		4/15/1996	28-937	4/15/1996	Registered
Australia	Rio (Block)	976316	10/29/2003	976316	3/22/2006	Registered
Canada	Club Rio (Block)	1025328	8/10/1999	562155	5/16/2002	Registered
Canada	Play Rio (Block)	1025329	8/10/1999	587045	8/13/2003	Registered
Canada	Rio (Stylized Script)	1025327	8/10/1999	590218	9/18/2003	Registered
European Community	Rio (Block)	003446804	10/22/2003	003446804	4/16/2007	Registered
European Community	Rio (Stylized Script)	003446838	10/22/2003	003446838	5/3/2007	Registered

Sched. A

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**TRADEMARK**  
**REEL: 005132 FRAME: 0760**



Jurisdiction	Trademark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status
Hong Kong	Club Rio (Block)	99 10351 & 99 10352	8/4/1999	2002B04802AA	8/4/1999	Registered
Hong Kong	Play Rio (Block)	99 10353 & 99 10354	8/4/1999	2002B04804AA	8/4/1999	Registered
Hong Kong	Rio (Stylized Script)	99 10355 & 99 10356	8/4/1999	2003B00266AA	8/4/1999	Registered
Hong Kong	Rio (Stylized Script)	300580789	2/14/2006	300580789	2/14/2006	Registered
Mexico	Only at the Rio All-Suite Casino Las Vegas Style (Design)	0542150	4/8/2002	749911	4/8/2002	Registered
Mexico	Only at the Rio All-Suite Casino Resort Las Vegas (Design)	0542148	4/8/2002	749909	4/8/2002	Registered
Mexico	Play Rio (Block)	396368	10/25/1999	711426	10/25/1999	Registered
Mexico	Rio (Stylized Script)	396371	10/25/1999	637690	10/25/1999	Registered
Mexico	Rio All Suite Hotel & Casino (Design)	1005988	5/13/2009	1132083	11/26/2009	Registered
Mexico	Rio All-Suite Casino Resort Las Vegas (Design)	0542149	4/8/2002	749910	4/8/2002	Registered
New Zealand	Rio (Block)	703668	10/29/2003	703668	10/29/2003	Registered
New Zealand	Rio (Stylized Script)	703669	10/29/2003	703669	10/29/2003	Registered
Taiwan	Play Rio (Block)	(88) 38561	8/6/1999	S159466	2/16/2002	Registered

**SCHEDULE B**

**COPYRIGHTS**

Jurisdiction	Copyright	Reg. No.	Reg. Date	Status
U.S.	Masquerade Village Commercial No. 2	PA940-918	1/8/2001	Registered
U.S.	Carnival World Buffet	SR 372-823	9/7/2005	Registered