

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306958

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jazz Casino Company, L.L.C.		05/20/2014	LIMITED LIABILITY COMPANY: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Collateral Agent		
<b>Street Address:</b>	60 Livingston Avenue		
<b>Internal Address:</b>	US Bank -Corporate Trust Services EP-MN-WS3C		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107-1419		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3135595	BAMBU	
<b>Registration Number:</b>	3282446	MASQUERADE	
<b>Registration Number:</b>	3814206	MIRACLE ON FULTON STREET	
<b>Registration Number:</b>	4063189	WHERE ANY JACK WHO'S A QUEEN CAN LIVE LI	
<b>Registration Number:</b>	4111233	WHERE ANY JACK WHO'S A QUEEN CAN LIVE LI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Email:</b>	mmakover@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Matthew S. Makover		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	19717-041		
<b>NAME OF SUBMITTER:</b>	Matthew S. Makover		
<b>SIGNATURE:</b>	/Matthew S. Makover/		
<b>DATE SIGNED:</b>	06/06/2014		
<b>Total Attachments: 5</b>			

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**Trademark Security Agreement (Second Lien)**

TRADEMARK SECURITY AGREEMENT dated as of May 20, 2014 (this “Agreement”), made by Jazz Casino Company, L.L.C., a Louisiana limited liability company (the “Pledgor”), in favor of U.S. Bank National Association, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (Second Lien) dated and effective as of May 20, 2014 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Collateral Agreement”), among CAESARS GROWTH PROPERTIES HOLDINGS, LLC, a Delaware limited liability company (“CGPH”) and CAESARS GROWTH PROPERTIES FINANCE, INC., a Delaware corporation (together with CGPH, the “Issuers”), and each subsidiary of the Issuers identified therein and U.S. BANK NATIONAL ASSOCIATION, as collateral agent (together with its successors and permitted assigns in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations when due, each Pledgor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in or to any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

(i) all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, including by means of facsimile or via electronic mail, each of which shall constitute an original and all of which shall together constitute one and the same document.

SECTION 5. *Governing Law*. This Agreement has been delivered and accepted in and shall be deemed to have been made in New York, New York and shall be interpreted, and the rights and liabilities of the parties bound hereby determined, in accordance with the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

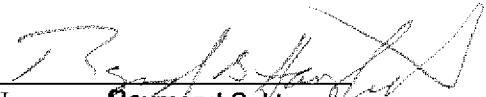
JAZZ CASINO COMPANY, L.L.C.

By: *Diane Wilfong*  
Name: Diane Wilfong  
Title: Assistant Secretary

[Signature Page to Trademark Security Agreement (Second Lien) (Harrah's New Orleans)]

**TRADEMARK**  
**REEL: 005298 FRAME: 0260**

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name: **Raymond S. Haverstock**  
Title: **Vice President**

[Signature Page to Trademark Security Agreement (Second Lien) (Harrah's New Orleans)]

**TRADEMARK**  
**REEL: 005298 FRAME: 0261**

**Schedule I**

**TRADEMARKS**

<b>Mark</b>	<b>Status</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Bambu (Block)	Registered	78703992	8/31/2005	3135595	8/29/2006
Masquerade (Design)	Registered	78647537	6/9/2005	3282446	8/21/2007
Miracle on Ful- ton Street (Block)	Registered	77876336	11/19/2009	3814206	7/6/2010
Where Any Jack Who's A Queen Can Live Like A King	Registered	85305214	4/16/2011	4063189	11/29/2011
Where Any Jack Who's A Queen Can Live Like A King	Registered	85310720	5/3/2011	4111233	3/13/2012