

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311759

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAESARS LICENSE COMPANY, LLC		07/09/2014	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	901 MAIN STREET
Internal Address:	MAIL CODE TX1-492-14-11
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	86020832	SELU GARDEN CAFE
Serial Number:	86079401	TR GETAWAYS
Serial Number:	86242739	SOCCER ON THE STRIP
Serial Number:	86191823	SUGAR SQUARED
Serial Number:	86116415	THIS IS HOW WE ROLL
Serial Number:	86135420	THE ILYSE
Serial Number:	86185397	FIRST RESORT FOR FUN
Serial Number:	86235367	MAGNOLIA HOUSE
Serial Number:	86174730	POWERHOUSE ALLEY
Serial Number:	86042660	ULTIMATE FLAIR BARTENDING CHAMPIONSHIP
Serial Number:	86185992	14FORTY
Serial Number:	86186015	B'MORE BREWS
Serial Number:	86163460	DARE
Serial Number:	86302944	SMOKE & RYE
Serial Number:	86125247	ANTHOLOGY
Serial Number:	86160703	PLAY BY TOTAL REWARDS
Serial Number:	86160700	PLAY BY TR
Serial Number:	86079397	SAVE. TRAVEL. EARN. REPEAT.

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86174849	TOTAL SNAPSHOT
Serial Number:	86160688	TOTAL VEGAS
Serial Number:	86173786	TR LIVE EVENTS
Serial Number:	86079392	WHERE WILL YOU GET AWAY?
Serial Number:	86122914	LAUNCH LOUNGE
Serial Number:	86122864	LINE ROLLER PASS
Serial Number:	86113159	PURPLE ZEBRA
Serial Number:	86122884	SKY SHOP
Serial Number:	86246749	THE LINQ

CORRESPONDENCE DATA

Fax Number:

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.

Email: mmakover@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Matthew S. Makover

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19717-041
NAME OF SUBMITTER:	Matthew S. Makover
SIGNATURE:	/Matthew S. Makover/
DATE SIGNED:	07/24/2014

Total Attachments: 6

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Trademark Collateral Agreement

Trademark Collateral Agreement, dated as of July 9, 2014, by CAESARS LICENSE COMPANY, LLC, a Nevada limited liability company (a “Pledgor”), in favor of BANK OF AMERICA, N.A., in its Capacity as collateral agent (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the 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 the 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, the 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. The 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 the Pledgor:

- (a) Trademarks of the 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 the 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 the 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.

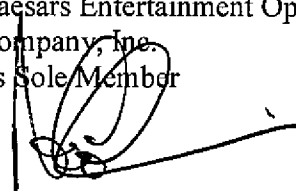
SECTION 7. Non-Assignment. Except to the extent expressly permitted in the Credit Agreement, the Pledgor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Collateral referenced in Section 2 herein.

[signature page follows]

IN WITNESS WHEREOF, the undersigned Pledgor has caused this Trademark Collateral Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CAESARS LICENSE COMPANY, LLC,
as Pledgor

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

By: 

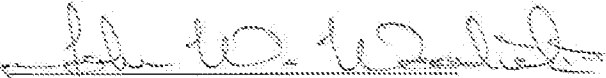
Name: Donald Colvin
Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 005329 FRAME: 0120

Accepted and Agreed:

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

By: 
Name: John W. Woodiel, III
Title: Managing Director

SCHEDULE I
to
TRADEMARK COLLATERAL AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

OWNER	TRADEMARK	APPLICATION NUMBER	REGISTRATION NUMBER
Caesars License Company, LLC	Selu Garden Cafe	86/020832	4504817
Caesars License Company, LLC	TR Getaways	86079401	4545289
Caesars License Company, LLC	Soccer on the Strip (Block)	86/242739	N/A
Caesars License Company, LLC	Sugar Squared	86/191823	N/A
Caesars License Company, LLC	This is How We Roll	86/116415	N/A
Caesars License Company, LLC	The Ilyse	86/135420	N/A
Caesars License Company, LLC	First Resort for Fun	86/185397	N/A
Caesars License Company, LLC	Magnolia House (Block)	86/235367	N/A
Caesars License Company, LLC	Powerhouse Alley	86/174730	N/A
Caesars License Company, LLC	Ultimate Flair Bartending Championship (Design)	86/042660	N/A
Caesars License Company, LLC	14Forty	86/185992	N/A
Caesars License Company, LLC	B'more Brews	86/186015	N/A
Caesars License Company, LLC	Dare	86/163460	N/A
Caesars License Company, LLC	Smoke & Rye	86/302944	N/A
Caesars License Company, LLC	Anthology	86/125247	N/A
Caesars License Company, LLC	Play by Total Rewards	86/160703	N/A
Caesars License Company, LLC	Play by TR	86/160700	N/A
Caesars License Company, LLC	Save. Travel. Earn. Repeat.	86/079397	N/A
Caesars License Company, LLC	Total Snapshot	86/174849	N/A
Caesars License Company, LLC	Total Vegas	86/160688	N/A
Caesars License Company, LLC	TR Live Events	86/173786	N/A
Caesars License Company, LLC	Where Will You Get Away?	86/079392	N/A

OWNER	TRADEMARK	APPLICATION NUMBER	REGISTRATION NUMBER
Caesars License Company, LLC	Launch Lounge	86/122914	N/A
Caesars License Company, LLC	Line Roller Pass	86/122864	N/A
Caesars License Company, LLC	Purple Zebra (Block)	86/113159	N/A
Caesars License Company, LLC	Sky Shop	86/122884	N/A
Caesars License Company, LLC	The Linq	86/246749	N/A