

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679820

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900642482		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEOC, LLC		09/03/2021	Limited Liability Company: DELAWARE
CAESARS LICENSE COMPANY, LLC		09/03/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAESARS RIVERBOAT CASINO, LLC		
Street Address:	88 COUNCIL HOUSE LOOP ROAD		
City:	CHEROKEE		
State/Country:	NORTH CAROLINA		
Postal Code:	28719		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6054460	JUNO BAR	
Registration Number:	6054458	SPEARS & SPIRITS	
Registration Number:	6054459	VOLT LOUNGE	
CORRESPONDENCE DATA			
Fax Number:	3032231100		
<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>			
Phone:	(303) 223-1100		
Email:	DNTrademarkDocket@BHFS.com		
Correspondent Name:	Airina L. Rodrigues		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	063079.0003		
NAME OF SUBMITTER:	Airina L. Rodrigues		
SIGNATURE:	/Airina L. Rodrigues/		
DATE SIGNED:	10/08/2021		

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is effective as of September 3, 2021, by and among (a)(i) CEOC, LLC, a Delaware limited liability company (“CEOC”) and (ii) Caesars License Company, LLC, a Delaware limited liability company (“Caesars License Company”) and together with CEOC, “Assignors” and each, an “Assignor”), and (b) Caesars Riverboat Casino, LLC, an Indiana limited liability company (“Assignee”). Assignors and Assignee are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Assignee, CEOC and the other signatories thereto are parties to an Equity Purchase Agreement, dated as of December 24, 2020 (as amended, supplemented, restated or otherwise modified from time to time, the “Purchase Agreement”), pursuant to which CSI Acquisition LLC (f/k/a EBCI MEZZCO LLC), a Delaware limited liability company has agreed to purchase all of the outstanding equity securities of Assignee from CEOC and Roman Holding Company of Indiana, LLC, an Indiana limited liability company.

WHEREAS, in connection with the Purchase Agreement, Assignors desire to assign to Assignee, and Assignee desires to assume, the Marks (as defined below).

WHEREAS, Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Purchase Agreement.

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

1. Each Assignor does hereby assign to Assignee all of such Assignor’s right, title, and interest in and to: (a) the trademarks set forth on Schedule 1 (the “Marks”), together with the goodwill of the business connected with the use of, and symbolized by, the Marks; (b) all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Each Assignor acknowledges that, subsequent to the date hereof, such Assignor shall not claim to possess any right, title, or interest in or to such Marks.

3. Each Assignor agrees to reasonably assist Assignee, at Assignee’s cost and expense, in every legal way to evidence, record, and perfect this Assignment and, if necessary, to register, enforce, maintain, and defend the assigned rights in the future. If Assignee is unable for any reason whatsoever to secure any Assignor’s signature to any document it is entitled to under this Assignment, such Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of such Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by such Assignor.

4. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations of Assignors set forth in the Purchase Agreement, nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement.

5. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

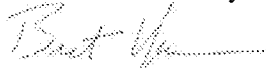
6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment shall become effective when duly executed and delivered by each Party. Counterparty signature pages to this Assignment may be delivered by facsimile or electronic delivery (e.g., by email of a PDF signature page) and each such counterpart signature page shall constitute an original for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the date first written above.

ASSIGNORS

CEOC LLC,
a Delaware limited liability company

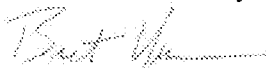


By: _____

Name: Bret D. Yunker

Title: Chief Financial Officer

Caesars License Company, LLC,
a Delaware limited liability company



By: _____

Name: Bret D. Yunker

Title: Chief Financial Officer

SCHEDULE 1

MARKS

Owner	Jurisdiction	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
CEOC, LLC	Indiana	Envy Stage Bar	2008-0359	5/14/2008	2008-0359	5/14/2008	Registered
CEOC, LLC	Indiana	Midwest Regional Poker Championships	N/A	6/1/2016	2016-0311	6/1/2016	Registered
Caesars License Company, LLC	United States	Juno Bar	88/340224	3/14/2019	6054460	5/12/2020	Registered
Caesars License Company, LLC	United States	Spears & Spirits	88/340220	3/14/2020	6054458	5/12/2020	Registered
Caesars License Company, LLC	United States	Volt Lounge	88/340222	3/14/2019	6054459	5/12/2020	Registered

SCHEDULE 1