

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Caesars World, Inc.		06/25/2009	CORPORATION: FLORIDA
Harrah's License Company, LLC		06/25/2009	LIMITED LIABILITY COMPANY: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	901 Main Street
<b>Internal Address:</b>	Mail Code TX1-492-14-11
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 54**

Property Type	Number	Word Mark
Registration Number:	3588734	THE LIFE YOU WERE MEANT TO LIVE
Registration Number:	2888634	DEALERTAINERS
Registration Number:	3226009	VERDANT HILLS
Registration Number:	3530914	EVERYTHING'S SEXIER IN PARIS
Registration Number:	3535278	ADVENTURE ELEVATED.
Registration Number:	3550200	WHERE ENTERTAINMENT KNOWS NO BOUNDS
Registration Number:	3554091	EARNING IS HALF THE FUN.
Registration Number:	3554133	BLUESVILLE
Registration Number:	3555139	37
Registration Number:	3555159	WE LOVE WHAT YOU LOVE
Registration Number:	3555164	PREVIEW
Registration Number:	3573868	VINTAGE 51

CH \$1365.00 3588734

Registration Number:	3577746	ETC
Registration Number:	3577807	EVERYONE PLAYS A PART
Registration Number:	3578308	HARRAH'S THREE WISHES
Registration Number:	3586996	ATLANTIC CITY COUNTRY CLUB
Registration Number:	3592854	PUSH
Registration Number:	3604172	MONEY IN THE TANK
Registration Number:	3615784	EARNED EVERYWHERE. REDEEMED ANYWHERE.
Registration Number:	3615971	WHERE WILL YOU EARN?
Registration Number:	3617308	CODEGREEN
Registration Number:	3621214	SHOP. EARN. REDEEM.
Serial Number:	77745347	CAESARS
Serial Number:	77602014	CAESARS MAN EMPEROR
Serial Number:	77602393	CAESARS WOMAN GODDESS
Serial Number:	77583495	ANY WAY YOU SPEND, YOU WIN!
Serial Number:	77547938	BENNY'S BACK ROOM
Serial Number:	77398083	COMMUNITY RICHES
Serial Number:	77529148	
Serial Number:	77666043	DRIVEN TO WIN
Serial Number:	77519779	EARTHURGENCY
Serial Number:	77541968	FORTUNA
Serial Number:	77745925	GRAND BILOXI CASINO · HOTEL · SPA
Serial Number:	77577794	HD WINNING SPREE
Serial Number:	77657333	HORSESHOE
Serial Number:	77572415	ICOCKTAIL
Serial Number:	77605419	IT'S A WINNER WONDERLAND
Serial Number:	77738111	LUCKY ROLLER
Serial Number:	77409851	OPEN SKY THEATER
Serial Number:	77606233	O'SHEAS
Serial Number:	77612227	PICTURE THE PRIZE
Serial Number:	77603247	PINK BEAN
Serial Number:	77609693	POWERHOUSE JACKPOTS
Serial Number:	77580068	PRISM
Serial Number:	77475923	SEVEN STARS SIGNATURE EVENT
Serial Number:	77580042	TALISMAN
Serial Number:	77457119	THE RESERVE

Serial Number:	77470223	THE VENUE
Serial Number:	77537065	TOTAL ENTERTAINMENT EXPERIENCE
Serial Number:	77512108	TOTAL JACKPOTS
Serial Number:	78703715	TOTAL REWARDS
Serial Number:	77645077	TOTAL REWARDS AIR
Serial Number:	77671331	TOTAL ROCK
Serial Number:	77645119	YOU, YOUR FRIENDS & US

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	056172 010
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	07/02/2009

**Total Attachments: 10**  
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## Trademark Collateral Agreement

**Trademark Collateral Agreement**, dated as of June 25, 2009, by CAESARS WORLD, INC., a Florida corporation, and HARRAH'S LICENSE COMPANY, LLC, a Nevada limited liability company (each, a "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement dated as of January 28, 2008 (as amended, restated, supplemented, waived or otherwise modified from time to time (including by that certain Amendment and Waiver to Credit Agreement dated as of June 3, 2009) the "Credit Agreement").

### WITNESSETH:

WHEREAS, each Pledgor is party to a 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 each 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, each 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. Each 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 such Pledgor:

(a) Trademarks of each 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 each 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 each 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, each 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 Pledgors have caused this Trademark Collateral Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Very truly yours,

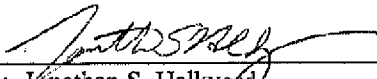
CAESARS WORLD, INC.  
as Pledgor

By:   
Name: Jonathan S. Halcyon  
Title: Senior Vice President and Treasurer

*[Signature Page to Trademark Collateral Agreement]*

HARRAH'S LICENSE COMPANY, LLC  
as Pledgor

By: Harrah's Operating Company, Inc.  
its Sole Member

By:   
Name: Jonathan S. Halkyard  
Title: Senior Vice President,  
CFO & Treasurer

*[Signature Page to Trademark Collateral Agreement]*

Accepted and Agreed:

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

By:   
Name: Christopher Kelly Wall  
Title: Principal

*[Signature Page to Trademark Collateral Agreement]*



**SCHEDULE I**

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**TRADEMARK COLLATERAL AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Owner	Mark	App. #	App. Dt.	Reg. #	Reg. Dt.	Status
Caesars World, Inc.	Caesars	77/745347	5/27/2009			Filed
Caesars World, Inc.	Caesars Man Emperor (Block)	77/602014	10/28/2008			Filed
Caesars World, Inc.	Caesars Woman Goddess (Block)	77/602393	10/28/2008			Filed
Harrah's License Company, LLC	Any Way You Spend, You Win!	77/583495	10/1/2008			Filed
Harrah's License Company, LLC	Benny's Back Room (logo)	77/547938	8/15/2008			Filed
Harrah's License Company, LLC	Community Riches	77/398083	2/15/2008			Filed
Harrah's License Company, LLC	Cowboy Bill (logo) (color)	77/529148	7/23/2008			Filed
Harrah's License Company, LLC	Driven to Win	77/666043	2/9/2009			Filed
Harrah's License Company, LLC	Earthquency	77/519779	7/11/2008			Filed
Harrah's License Company, LLC	Fortuna	77/541968	8/7/2008			Filed
Harrah's License Company, LLC	Grand Biloxi Casino Hotel Spa	77/745925	5/27/2009			Filed
Harrah's License Company, LLC	HD Winning Spree	77/577794	9/24/2008			Filed
Harrah's License Company, LLC	Horseshoe with Horseshoe Design	77/657333	1/27/2009			Filed
Harrah's License Company, LLC	ICocktail	77/572415	9/17/2008			Filed
Harrah's License Company, LLC	It's a Winner Wonderland	77/605419	10/31/2008			Filed
Harrah's License Company, LLC	Lucky Roller (Block)	77/738111	5/15/2009			Filed
Harrah's License Company, LLC	Open Sky Theater (block)	77/409851	2/29/2008			Filed
Harrah's License Company, LLC	O'Steas (Block)	77/606233	11/3/2008			Filed
Harrah's License Company, LLC	Picture the Prize (Block)	77/612227	11/11/2008			Filed
Harrah's License Company, LLC	Pink Bean (Block)	77/603247	10/29/2008			Filed

Owner	Mark	App. #	App. Dt.	Reg. #	Reg. Dt.	Status
Harrah's License Company, LLC	Powerhouse Jackpots	77/609693	11/7/2008			Filed
Harrah's License Company, LLC	Prism	77/580068	9/26/2008			Filed
Harrah's License Company, LLC	Seven Stars Signature Event	77/475923	5/15/2008			Filed
Harrah's License Company, LLC	Talisman	77/580042	9/26/2008			Filed
Harrah's License Company, LLC	The Reserve	77/457119	4/24/2008			Filed
Harrah's License Company, LLC	The Venue (logo)	77/470223	5/9/2008			Filed
Harrah's License Company, LLC	Total Entertainment Experience	77/537065	8/1/2008			Filed
Harrah's License Company, LLC	Total Jackpots	77/512108	7/1/2008			Filed
Harrah's License Company, LLC	Total Rewards (Block)	78/703715	8/31/2005			Filed
Harrah's License Company, LLC	Total Rewards Air & Design	77/645077	1/7/2009			Filed
Harrah's License Company, LLC	Total Rook	77/671331	2/16/2009			Filed
Harrah's License Company, LLC	You, Your Friends & Us	77/645119	1/7/2009			Filed
Caesars World, Inc.	The Life You Were Meant To Live	77/438794	4/3/2008	3588734	3/10/2009	Registered
Harrah's License Company, LLC	Dealtrainers	76/540597	8/12/2003	2888634	9/28/2004	Registered
Harrah's License Company, LLC	Verdant Hills	78/787272	1/9/2006	3226009	4/3/2007	Registered
Harrah's License Company, LLC	Everything's Sexier in Paris	77/451232	4/17/2008	3530914	11/11/2008	Registered
Harrah's License Company, LLC	Adventure Elevated.	77/436939	4/1/2008	3535278	11/18/2008	Registered
Harrah's License Company, LLC	Where Entertainment Knows No Bounds	77/521309	7/14/2008	3550200	12/23/2008	Registered
Harrah's License Company, LLC	Earning is half the fun.	77/497597	6/12/2008	3554091	12/30/2008	Registered
Harrah's License Company, LLC	Bluesville (Logo)	77/523188	7/16/2008	3554133	12/30/2008	Registered
Harrah's License Company, LLC	'37 (Logo)	77/424180	3/17/2008	3555139	12/30/2008	Registered
Harrah's License Company, LLC	We Love What You Love	77/441450	4/7/2008	3555159	12/30/2008	Registered
Harrah's License Company, LLC	Preview	77/450581	4/17/2008	3555164	12/30/2008	Registered
Harrah's License Company, LLC	Vintage 51	77/467323	5/6/2008	3573868	2/10/2009	Registered

Owner	Mark	App. #	App. Dt	Reg. #	Reg. Dt	Status
Harrah's License Company, LLC	Etc (logo)	77/424067	3/17/2008	3577746	2/17/2009	Registered
Harrah's License Company, LLC	Everyone Plays a Part	77/461080	4/29/2008	3577807	2/17/2009	Registered
Harrah's License Company, LLC	Harrah's Three Wishes	76/247550	4/27/2001	3578308	2/24/2009	Registered
Harrah's License Company, LLC	Atlantic City Country Club (Block)	77/545269	8/12/2008	3586996	3/10/2009	Registered
Harrah's License Company, LLC	Push	77/473098	5/15/2008	3592854	3/17/2009	Registered
Harrah's License Company, LLC	Money in the Tank	77/492129	6/5/2008	3604172	4/07/2009	Registered
Harrah's License Company, LLC	Earned Everywhere. Redeemed Anywhere.	77/582460	9/30/2008	3615784	5/5/2009	Registered
Harrah's License Company, LLC	Where Will You Earn?	77/589750	10/9/2008	3615971	5/5/2009	Registered
Harrah's License Company, LLC	CodeGreen (Logo)	77/462727	5/1/2008	3617308	5/5/2009	Registered
Harrah's License Company, LLC	Shop. Earn. Redeem.	77/582944	10/1/2008	3621214	5/12/2009	Registered