

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harrah's License Company, LLC		06/15/2010	LIMITED LIABILITY COMPANY: NEVADA
Caesars World, Inc.		06/15/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3651118	BILL'S
Registration Number:	3647464	JOY LUCK NOODLE BAR
Registration Number:	3752330	SUITCASE MAN \$5,000,000 · GIVEAWAY ·
Registration Number:	3752336	TOTAL EXPERIENCES
Serial Number:	85018746	CAESARS
Serial Number:	85006352	ROUTINELY SPECTACULAR
Serial Number:	77847280	500 WILD WEEKENDS
Serial Number:	77851680	A WHOLE NEW WORLD OF ACCESS
Serial Number:	77829988	BE PART OF THE FUN
Serial Number:	77922127	BESTSELLER BLITZ
Serial Number:	85007252	BUFFET OF BUFFETS
Serial Number:	77931508	CLUB RIO

900164750

**TRADEMARK
 REEL: 004225 FRAME: 0617**

CH \$715.00 3651118

Serial Number:	77783373	ISPIN
Serial Number:	77937772	KGB
Serial Number:	77876336	MIRACLE ON FULTON STREET
Serial Number:	77886185	MY BANK
Serial Number:	85014470	OSHI
Serial Number:	77777636	RIO 300 ZONE
Serial Number:	85001050	SEE THE WORLD. SAVE THE WORLD.
Serial Number:	77763226	SUITCASE MAN \$5,000,000 GIVEAWAY
Serial Number:	77919525	TOTAL CONNECT
Serial Number:	77926718	TOTAL CONNECT
Serial Number:	77809928	TOTAL EXPERIENCES
Serial Number:	77886092	TOTAL REWARDS ALLIANCE
Serial Number:	77866406	TOTAL REWARDS EXCHANGE
Serial Number:	77802035	TUNICA ROADHOUSE CASINO & HOTEL
Serial Number:	77802032	TUNICA ROADHOUSE CASINO & HOTEL
Serial Number:	77877523	WALK AWAY A WINNER

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 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/16/2010

Total Attachments: 8
source=6-16-10 Harrahs-TM#page1.tif
source=6-16-10 Harrahs-TM#page2.tif
source=6-16-10 Harrahs-TM#page3.tif
source=6-16-10 Harrahs-TM#page4.tif
source=6-16-10 Harrahs-TM#page5.tif
source=6-16-10 Harrahs-TM#page6.tif
source=6-16-10 Harrahs-TM#page7.tif
source=6-16-10 Harrahs-TM#page8.tif

Trademark Collateral Agreement

Trademark Collateral Agreement, dated as of June 15, 2010, 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").

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.

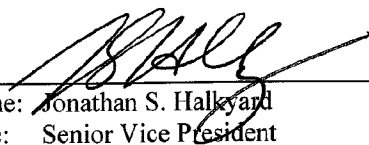
SECTION 6. Governing Law. This Trademark Collateral Agreement and the rights and obligations of the Parties under this Trademark Collateral Agreement shall be construed in accordance with and governed by the law of the State of New York.

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.


CAESARS WORLD, INC.,
as Pledgor

By: 
Name: Jonathan S. Halkyard
Title: Senior Vice President

[Signature Page to 1st Lien 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, Chief
Financial Officer & Treasurer

[Signature Page to 1st Lien Trademark Collateral Agreement]

Accepted and Agreed:

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

By: Maurice Washington
Name: **Maurice Washington**
Title: **Vice President**

[Signature Page to 1st Lien Trademark Collateral Agreement]

SCHEDULE I
to
TRADEMARK COLLATERAL AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Harrah's License Company, LLC	Bill's (Block)	3651118	7/7/2009
Harrah's License Company, LLC	ISpin	3794875	5/25/2010
Harrah's License Company, LLC	Joy Luck Noodle Bar	3647464	6/30/2009
Harrah's License Company, LLC	Suitcase Man \$5,000,000 Giveaway (Logo)	3752330	2/23/2010
Harrah's License Company, LLC	Total Experiences	3752336	2/23/2010

Trademark Applications:

OWNER	TRADEMARK	APPLICATION NUMBER	APPLICATION DATE
Caesars World, Inc.	Caesars	85/018746	4/20/2010
Caesars World, Inc.	Routinely Spectacular (Block)	85/006352	4/5/2010
Harrah's License Company, LLC	500 Wild Weekends (Block)	77/847280	10/13/2009
Harrah's License Company, LLC	A Whole New World of Access (Block)	77/851680	10/13/2009
Harrah's License Company, LLC	Be Part of the Fun	77/829988	9/18/2009
Harrah's License Company, LLC	Bestseller Blitz	77/922127	1/28/2010
Harrah's License Company, LLC	Buffet of Buffets	85/007252	4/6/2010
Harrah's License Company, LLC	Club Rio	77/931508	2/9/2010
Harrah's License Company, LLC	KGB	77/937772	2/17/2010
Harrah's License Company, LLC	Miracle on Fulton Street	77/876336	11/19/2009
Harrah's License Company, LLC	My Bank	77/886185	12/4/2009
Harrah's License Company, LLC	Oshi (Block)	85/014470	4/15/2010
Harrah's License Company, LLC	Rio 300 Zone (Block)	77/777636	7/9/2009
Harrah's License Company, LLC	See the World, Save the World.	85/001050	3/29/2010

OWNER	TRADEMARK	APPLICATION NUMBER	APPLICATION DATE
Harrah's License Company, LLC	Suitcase Man \$5,000,000 Giveaway (Block)	77/763226	6/18/2009
Harrah's License Company, LLC	Total Connect	77/919525	1/25/2010
Harrah's License Company, LLC	Total Connect	77/926718	2/3/2010
Harrah's License Company, LLC	Total Experiences	77/809928	8/21/2009
Harrah's License Company, LLC	Total Rewards Alliance (Block)	77/886092	12/4/2009
Harrah's License Company, LLC	Total Rewards Exchange	77/866406	11/5/2009
Harrah's License Company, LLC	Tunica Roadhouse Casino & Hotel (Design)	77/802035	8/11/2009
Harrah's License Company, LLC	Tunica Roadhouse Casino & Hotel (Design)	77/802032	8/11/2009
Harrah's License Company, LLC	Walk away a Winner (Block)	77/877523	11/20/2009