

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harrah's License Company, LLC		11/15/2010	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Harrah's Las Vegas Propco, LLC		
Street Address:	One Caesars Palace Drive		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77937772	KGB	
CORRESPONDENCE DATA			
Fax Number:	(901)680-7367		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	901-680-7369		
Email:	jtyler@caesars.com		
Correspondent Name:	Jane E. Tyler		
Address Line 1:	6075 Poplar Avenue		
Address Line 2:	Suite 500		
Address Line 4:	Memphis, TENNESSEE 38119		
ATTORNEY DOCKET NUMBER:	KGB		
NAME OF SUBMITTER:	Jane E. Tyler		
Signature:	/jane e. tyler/		

CH \$40.00 77937772

900177651

TRADEMARK
 REEL: 004423 FRAME: 0300

Date:

12/01/2010

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment") is made and entered into this 15th day of November 2010 (the "Effective Date"), by and between HARRAH'S LICENSE COMPANY, LLC, a Nevada limited liability company (the "Assignor"), and Harrah's Las Vegas Propco, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, this Assignment is being entered into in connection with the transactions contemplated by the (i) Second Amended and Restated Mortgage Loan Agreement dated as of the date hereof between Assignee, as Borrower, JPMorgan Chase Bank, N.A., Bank of America, N.A., Citibank N.A., Credit Suisse A.G. Cayman Island Branch, Merrill Lynch Mortgage Lending, Inc., Goldman Sachs Mortgage Company, Morgan Stanley Mortgage Capital Holdings LLC, and German American Capital Corporation and the other parties thereto, and their successors and assigns (the "Amended Loan Agreement"), (ii) the Amended and Restated License Agreement dated as of the date hereof between Assignor and Assignee and the other parties thereto and (iii) the transactions contemplated by the foregoing (collectively, the "Restructuring").

WHEREAS, in connection with the transactions contemplated by the Restructuring, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor the trademarks set forth on Schedule 1, attached hereto (the "Assigned Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee its entire right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business associated with the Assigned Trademarks, all other corresponding rights secured under the laws of the United States, state government and any foreign country and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks, including the right to collect all proceeds and damages therefrom.
2. Assignor further agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest and record good title to the Assigned Trademarks in Assignee, Assignor will, without further consideration, provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request.
3. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable state government or foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.
4. This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of Nevada, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.
5. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Assignment.

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

ASSIGNOR:

HARRAH'S LICENSE COMPANY, LLC

By: Harrah's Operating Company, Inc.,
its sole member



Name: Jane Tyler

Title: Assistant Secretary

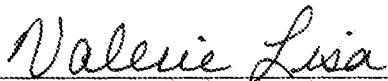
STATE OF TENNESSEE

COUNTY OF SHELBY

This instrument was acknowledged before me on:

November 15, 2010

by:



Notary Public

[SEAL]

My Commission Expires:

Feb 13, 2013



Signature

ASSIGNEE:

HARRAH'S LAS VEGAS PROPCO, LLC

By: Jane Tyler
Name: Jane Tyler
Title: Assistant Secretary

STATE OF TENNESSEE

COUNTY OF SHELBY

This instrument was acknowledged before me on:

November 15, 2010

by:

Valerie Lisa

Notary Public



[SEAL]

My Commission Expires:

Feb. 13, 2013

Signature

Schedule 1

ASSIGNED TRADEMARKS

Jurisdiction	Trademark	Appl. No.	Filing Date
U.S.	KGB	77/937772	2/17/2010

Schedule 1

SFJ:801418.2

RECORDED: 12/01/2010

TRADEMARK
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