

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
Marriott International, Inc.		03/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Caesars License Company, LLC		
Composed Of:	COMPOSED OF Caesars Entertainment Operating Company, Inc., its sole member		
Street Address:	One Caesars Palace Drive		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2982818	COME OUT AND PLAY	
CORRESPONDENCE DATA			
Fax Number:	(901)907-0958		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	901-907-0534		
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		
NAME OF SUBMITTER:	Jane E. Tyler		
Signature:	/jane e. tyler/		
Date:	03/08/2011		

CH \$40.00 2982818

Total Attachments: 1

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TRADEMARK ASSIGNMENT

WHEREAS, Marriott International, Inc. ("Assignor") has used and registered the service mark COME OUT AND PLAY (the "Mark"), and now desires to assign, transfer and convey all of Assignor's right, title and interest in and to the Mark and the goodwill associated therewith, together with U.S. Registration No. 2,982,818 for the Mark (the "Registration"); and

WHEREAS, Assignor has entered into that certain Trademark Purchase Agreement (the "Agreement") with Caesars License Company, LLC ("Assignee"), and, in connection with the consummation of the transaction described in the Agreement, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the Mark and the Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Mark and the Registration, together with the goodwill symbolized by the Mark, and including any and all claims, causes of action or rights to sue for relief and recover damages for past or future infringement or dilution thereof, including all rights as opponents in any opposition or cancellation proceeding throughout the world related to the Mark or the Registration.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by a duly authorized corporate officer as of the date of Execution below.

MARRIOTT INTERNATIONAL, INC.

By: Kevin M. Kimball

Printed Name: Kevin M. Kimball

Title: Vice President

Date: March 4, 2011