

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
Buffalo Studios, LLC		12/27/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Delta Two Holdings, LLC
Street Address:	One Caesars Palace Drive
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89109
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85589777	BINGO BLITZ GO
Serial Number:	85413478	BINGO BLITZ
Serial Number:	85139946	BINGO BLITZ B7
Serial Number:	85380166	BINGO BLITZ
Serial Number:	85534413	BLITZWORLD
Serial Number:	85610358	BINGO RUSH
Serial Number:	85534411	BLITZWORLD ARCADE
Serial Number:	85534409	BLITZWORLD BINGO
Serial Number:	85534406	BLITZWORLD CASINO
Serial Number:	85534403	BLITZWORLD SLOTS
Serial Number:	85731539	BUFFALO STUDIOS
Serial Number:	85601543	LOTERIA BLITZ
Serial Number:	85617400	PENGUINAUTS
Serial Number:	85633082	PENGUINAUTS

CH \$415.00 85589777

TRADEMARK

Serial Number:	85534402	PETS BLITZ SLOTS
Serial Number:	85686084	SLOTS BLITZ

CORRESPONDENCE DATA

Fax Number: 9019070958
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 901-907-0534
 Email: jtyler@caesars.com
 Correspondent Name: Jane Tyler
 Address Line 1: 6075 Poplar Avenue
 Address Line 4: Memphis, TENNESSEE 38119

NAME OF SUBMITTER:	Jane E. Tyler
Signature:	/jane e. tyler/
Date:	01/08/2013

Total Attachments: 7
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made effective as of December 27, 2012, by and between Buffalo Studios LLC, a California limited liability company ("Assignor"), and Delta Two Holdings, LLC, a Nevada limited liability company ("Assignee").

WHEREAS, Assignor owns and has been using or intends to use in commerce the trademarks identified in Schedule A, attached hereto and incorporated herein by this reference (the "Trademarks");

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated December 27, 2012, by and among Assignor, Assignee and certain other parties thereto (the "Purchase Agreement"), Assignor has agreed to assign to Assignee, for the consideration and upon the terms and subject to the conditions set forth in the Purchase Agreement, the Trademarks; and

WHEREAS, to effect the transfer of the Trademarks as contemplated in the Purchase Agreement, Assignor and Assignee desire to enter into this Agreement.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Each capitalized term used but not defined in this Assignment shall have the meaning ascribed to it in the Purchase Agreement.

2. Assignment. Assignor does hereby, as of the date hereof, assign, transfer and sell to Assignee all of Assignor's right, title, and interest in and to the Trademarks and any federal or state registrations or applications for registration related thereto, together with (i) all of Assignor's common law rights and all goodwill associated therewith, (ii) all of Assignor's rights to sue for past, present or future infringement or other violation and to collect all past, present and future damages related thereto, and (iii) all of Assignor's rights corresponding thereto throughout the world. With respect to any Trademarks which are filed on the basis of Assignor's "intent to use" such Trademarks and as to which a verified statement of use or amendment to allege use has not yet been filed with the United States Patent and Trademark Office as of the date hereof, the parties acknowledge that Assignee is a successor to the business of the Assignor or to the portion of the business to which such Trademarks apply, which business is ongoing and existing. Assignor further agrees to cease all use of the Trademarks as trademarks, service marks, domain names, trade names, company names or otherwise as of the date hereof.

3. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any other applicable Governmental or Regulatory Authority or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Trademarks, and to issue any and all Trademarks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Trademarks.

4. Further Assurances. Assignor further agrees to: (a) reasonably cooperate with Assignee in the prosecution of any applications for registration of the Trademarks; (b) execute, verify, acknowledge and deliver all such further assurances, documents and instruments, including trademark applications and instruments of transfer reasonably required; and (c) perform such other acts as Assignee may reasonably request to obtain, maintain, protect or enforce the Trademarks.

5. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(The remainder of this page has been intentionally left blank)

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date above first written.

ASSIGNOR

BUFFALO STUDIOS LLC,
a California limited liability company

By: 
Name: Christie S. Tyler
Title: Chief Executive Officer

ASSIGNEE

DELTA TWO HOLDINGS, LLC,
a Nevada limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date above first written.

ASSIGNOR

BUFFALO STUDIOS LLC,
a California limited liability company

By: _____
Name: Christie S. Tyler
Title: Chief Executive Officer


ASSIGNEE

DELTA TWO HOLDINGS, LLC,
a Nevada limited liability company

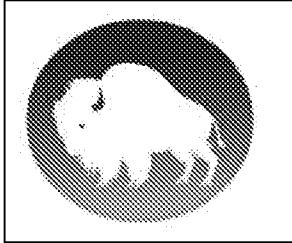
By:  _____
Name: CRAIG ABRAHAM
Title: SVP

Schedule A

Trademarks

Mark	Serial Number	Filing Date	Class/Goods and Services
BINGO BLITZ GO	85/589,777	04/05/2012	Class 9 – Downloadable computer and electronic game programs. Class 41 - Entertainment services, namely, providing online games.
BINGO BLITZ	85/413,478	09/01/2011	Class 41 - Entertainment in the nature of on-going television game shows with interactive features allowing viewers to play game via computers and mobile phones; online, interactive computer games; and non-downloadable software for playing games.
	85/139,946	09/28/2010	Class 41 - Providing online video games.
BINGO BLITZ	85/380,166	07/25/2011	Class 41 - Providing online video games.
BLITZWORLD	85/534,413	02/06/2012	Class 9 – Downloadable computer game software for use on wireless devices and computers. Class 41 - Entertainment services, namely, providing online electronic games.
BINGO RUSH	85/610,358	04/27/2012	Class 9 – Downloadable computer and electronic game programs. Class 41 - Entertainment services, namely, providing online games.
BLITZWORLD ARCADE	85/534,411	02/06/2012	Class 9 – Downloadable computer game software for use on wireless devices and computers. Class 41 - Entertainment services, namely, providing online electronic games.
BLITZWORLD BINGO	85/534,409	02/06/2012	Class 9 – Downloadable computer game software for use on wireless devices and computers. Class 41 - Entertainment services, namely, providing online electronic games.
BLITZWORLD CASINO	85/534,406	02/06/2012	Class 9 – Downloadable computer game software for use on wireless devices and computers. Class 41 - Entertainment services, namely, providing online electronic games.
BLITZWORLD SLOTS	85/534,403	02/06/2012	Class 9 – Downloadable computer game software for use on wireless devices and computers. Class 41 - Entertainment services, namely, providing online electronic games.
BUFFALO STUDIOS	85/731,539	09/18/2012	Class 9 – Downloadable computer and electronic game programs.

			Class 41 - Entertainment services, namely, providing online computer and electronic games.
LOTERIA BLITZ	85/601,543	04/18/2012	Class 9 – Downloadable computer and electronic game programs. Class 41 - Entertainment services, namely, providing online games.
PENGUINAUTS	85/617,400	05/04/2012	Class 9 – Downloadable computer and electronic game programs featuring animated penguin characters. Class 41 - Entertainment services, namely, providing online computer and electronic games featuring animated penguin characters.
	85/633,082	05/23/2012	Class 9 – Downloadable computer and electronic game programs featuring animated penguin characters. Class 41 - Entertainment services, namely, providing online computer and electronic games featuring animated penguin characters.
PETS BLITZ SLOTS	85/534,402	02/06/2012	Class 9 – Downloadable computer game software for use on wireless devices and computers. Class 41 - Entertainment services, namely, providing online electronic games.
SCRATCHERS BLITZ	N/A	N/A	Class 9 – Downloadable computer and electronic game programs. Class 41 - Entertainment services, namely, providing online computer and electronic games.
SLOTS BLITZ	85/686,084	07/25/2012	Class 9 – Downloadable computer and electronic game programs. Class 41 - Entertainment services, namely, providing online computer and electronic games.
	Common law trademark		
	Common law trademark		



Common law trademark