TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAESARS LICENSE COMPANY, LLC		03/27/2013	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	901 Main Street
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85871139	GLITZ
Serial Number:	85847944	'RITAS CANTINA
Serial Number:	85847932	THE JUNCTION

CH $90.00 85871139

CORRESPONDENCE DATA

Fax Number:

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

Email: jhaan@paulweiss.com, emendes@paulweiss.com
Correspondent Name: Justin H. Haan
Address Line 1: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19717-028
NAME OF SUBMITTER:	Justin H. Haan
Signature:	/Justin H. Haan/

Date:	04/03/2013

Total Attachments: 6
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Trademark Collateral Agreement

Trademark Collateral Agreement, dated as of March 27, 2013, by CAESARS LICENSE COMPANY, LLC, a Nevada limited liability company (the "Pledgor"), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to an 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 the 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, the 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. The 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 the Pledgor:

(a) Trademarks of the 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 the 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 the 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, the 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]

TRADEMARK
REEL: 004997 FRAME: 0977

IN WITNESS WHEREOF, the undersigned Pledgor has caused this Trademark Collateral Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

[signature page follows]

CAESARS LICENSE COMPANY, LLC,
as Pledgor

By: Caesars Entertainment Operating Company, Inc.,
its Sole Member

By: _____
Name: Michael Cohen
Title: Senior Vice President, Deputy General Counsel and Corporate Secretary

[Signature Page to 1st Lien Trademark Collateral Agreement]

Accepted and Agreed:

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

By: _____
Name: John W. Woodiel III
Title: Managing Director

[Signature Page to 1st Lien Trademark Collateral Agreement]

SCHEDULE I
to
TRADEMARK COLLATERAL AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION/ SERIAL NUMBER	REGISTRATION /FILING DATE
Caesars License Company, LLC	Glitz (Logo)	85/871139	03/08/2013
Caesars License Company, LLC	'ritas cantina (Design)	85/847944	02/12/2013
Caesars License Company, LLC	The Junction	85/847932	02/12/2013