

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		10/11/2013	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Flamingo 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: 13

Property Type	Number	Word Mark
Registration Number:	3106584	BEEF BARRON
Registration Number:	1243194	CITY LITES
Registration Number:	1948975	FLAMINGO
Registration Number:	2517266	FLAMINGO
Registration Number:	2517267	FLAMINGO
Registration Number:	2350265	
Registration Number:	2514373	FLAMINGO LAS VEGAS
Registration Number:	2516588	FLAMINGO LAS VEGAS
Registration Number:	1820290	FRUIT BASKET BUFFET
Registration Number:	3631248	O'SHEAS
Registration Number:	1692034	O'SHEAS CASINO
Registration Number:	3659293	PINK BEAN
Registration Number:	2986903	PINK GINGER

CH \$340.00 3106584

CORRESPONDENCE DATA

Fax Number: 3026365454

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

Phone: 800-927-9801 x 62348

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

ATTORNEY DOCKET NUMBER:	846280-1
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/17/2013

Total Attachments: 8

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**NOTICE AND CONFIRMATION OF RELEASE OF SECURITY INTEREST IN
TRADEMARKS AND COPYRIGHTS**

This NOTICE AND CONFIRMATION OF RELEASE OF SECURITY INTEREST IN TRADEMARKS AND COPYRIGHTS (this "Release"), effective as of October 11, 2013, is made by BANK OF AMERICA, N.A., as collateral agent for the Lenders (as defined in the Loan Agreement referred to below) (in such capacity, and together with its successors and assigns, the "Agent") in favor of PARIS LAS VEGAS PROPCO, LLC, a Delaware limited liability company (in such capacity, and together with its successors and assigns, the "Grantor").

WITNESSETH:

WHEREAS, Grantor, certain other borrowers affiliated with Grantor and identified in the Loan Agreement (as defined below) (collectively with Grantor, and together with their respective successors, the "Borrower") and the Agent are each a party to that certain Second Amended and Restated Loan Agreement, dated as of August 31, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, Grantor is a party to that certain Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents, dated as of May 22 2008, granted to Lawyers Title of Nevada, Inc. for the benefit of JPMorgan Chase Bank, N.A. ("JPM") as the original secured party (the "Original Security Instrument"), (i) as assigned by that certain Assignment and Assumption of Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents (Initial Lenders), dated as August 31, 2010, pursuant to which (*inter alia*) JPM assigned the Original Security Instrument to the Lenders and (ii) as amended and further assigned by that certain Amendment to and Assignment of Deed of Trust, Fixture Filing, Security Agreement and Assignment of Leases and Rents, dated as of August 31, 2010, by and among Grantor, the Lenders and the Agent (the Original Security Instrument, as so assigned and amended, and as the same may be further amended, restated, supplemented, consolidated or otherwise modified from time to time, the "Security Instrument");

WHEREAS, pursuant to the Security Instrument, the Grantor has executed and delivered that certain Trademark and Copyright Security Agreement, dated as of August 31, 2010, which, with respect to (i) certain trademarks owned by Grantor was recorded with the United States Patent and Trademark Office (the "PTO") at Reel 4277, Frame 0144 as of September 10, 2010; and (ii) certain copyrights owned by Grantor was recorded with the United States Copyright Office (the "USCO") at Volume 3599 and Document 664 as of January 18, 2011; and

WHEREAS, the Agent wishes to provide a document suitable for recording in the PTO and the USCO for purposes of recording the release, relinquishment and discharge of its security interest in the Released Assets (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agrees as follows:

SECTION 1. Release of Security Interest. The Agent hereby confirms that it has released, relinquished and discharged its security interest in all of Grantor's right, title and

interest in and to each of the following (collectively, the "Released Assets"), without recourse to or warranty by the Agent or any Lender:

- (a) (i) all Trademarks, including but not limited to United States, State and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos and other source or business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith, whether in the PTO or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including the registrations and applications listed on Schedule A attached hereto, (ii) all renewals thereof and the right to obtain all renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements or dilutions of any of the foregoing or for any injury to goodwill, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto, including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above; and

- (b) (i) all Copyrights, including but not limited to copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the USCO (including those registrations and applications listed on Schedule B attached hereto), (ii) all extensions and renewals thereof, and the right to obtain all extensions and renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, and damages or payments for past, present or future infringements thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Governing Law. This Release shall be deemed to be a contract made under and governed by the laws of the state of New York, without regard to its conflicts of law provisions.

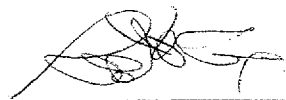
SECTION 4 Definitions. Capitalized terms used herein and not defined shall have the respective meaning ascribed to such terms in the Loan Agreement and the Security Instrument, as applicable.

SECTION 5 Further Assurances. The Agent hereby authorizes the Grantor (or their agents or designees) (i) to record this Release with the PTO and the USCO; (ii) to execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the liens on the Released Assets; and (iii) to do any and all further acts which the Grantor (or their agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm the Release and the Grantor's right, title and interest in, to and under the Released Assets.

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BANK OF AMERICA, N.A.,
as Agent

By: 
Name: Robert H. Cox
Title: Director

SCHEDULE A

TRADEMARKS

Jurisdiction	Trademark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status
U.S.	Be Inspired	78/366079	2/11/2004	2974511	7/19/2005	Registered
U.S.	C'est Si Bon	75/728104	6/14/1999	2407315	11/21/2000	Registered
U.S.	Everything's Sexier in Paris	77/451232	4/17/2008	3530914	11/11/2008	Registered
U.S.	Gigi Paris	78/381582	3/10/2004	3026776	12/13/2005	Registered
U.S.	Jacques	78/379402	3/5/2004	2934998	3/22/2005	Registered
U.S.	Paris	74/653425	3/29/1995	2475977	8/7/2001	Registered
U.S.	Paris	77/074187	1/2/2007	3355033	12/18/2007	Registered
U.S.	Paris (Design)	77/070558	12/22/2006	3361414	1/1/2008	Registered
U.S.	Paris (Stylized)	74/703331	7/18/1995	2527696	1/8/2002	Registered
U.S.	Paris Las Vegas (Design)	78/320459	10/29/2003	3198006	1/16/2007	Registered
U.S.	Paris Las Vegas (Design)	78/319829	10/28/2003	3190882	1/2/2007	Registered
U.S.	Paris Las Vegas (Design)	75/622575	1/14/1999	2432163	2/27/2001	Registered
U.S.	Paris Las Vegas (Design)	78/319907	10/28/2003	2914614	12/28/2004	Registered
U.S.	Paris Las Vegas (Design)	78/320257	10/29/2003	2914615	12/28/2004	Registered
Nevada	Cafe Belle Madeleine (Logo)			E0025682010-5	1/15/2010	Registered
Nevada	du Parc			32,653	1/25/2000	Registered
Nevada	Eiffel Tour			32,363	9/30/1999	Registered
Nevada	Gustav's Bar			32,646	1/25/2000	Registered
Nevada	JJ'S Boulangerie			32,649	1/25/2000	Registered
Nevada	La Cave (Design)			32,596	12/29/1999	Registered
Nevada	La Menagerie de Paris			32,373	9/30/2004	Registered
Nevada	La Vogue			32,370	9/30/1999	Registered
Nevada	L'art de Paris			32,371	9/30/1999	Registered
Nevada	Le Bar du Sport			32,647	1/25/2000	Registered
Nevada	Le Cafe du Parc			32,705	2/2/2000	Registered
Nevada	Le Cafe Ile St. Louis			32,660	1/25/2000	Registered
Nevada	Le Journal			32,365	9/30/1999	Registered
Nevada	Le Provençal			32,671	1/25/2000	Registered
Nevada	Le Salon Des Tables			32,645	1/25/2000	Registered
Nevada	Le Village Buffet			32,654	1/24/2000	Registered

Jurisdiction	Trademark	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status
	(Design)					
Nevada	Lenotre			32,369	9/30/1999	Registered
Nevada	Les Elements			32,368	9/30/1999	Registered
Nevada	Les Enfants			32,372	9/30/1999	Registered
Nevada	Les Memoires			32,367	9/30/1999	Registered
Nevada	Napoleon's			32,648	1/25/2000	Registered
Nevada	Paris			32,879	3/28/2000	Registered
Nevada	Paris (Stylized)			32,878	3/28/2000	Registered
Nevada	Presse			32,366	9/30/1999	Registered

SCHEDULE B

COPYRIGHTS

Jurisdiction	Copyright	Reg. No.	Reg. Date	Status
U.S.	Paris Las Vegas Sign	VA1030754	2/14/2000	Registered
U.S.	Paris Las Vegas Sign. By Park Place Entertainment Corporation.	VA1117733	1/28/2002	Registered
U.S.	Paris Las Vegas Balloon Design	VA1028347	2/14/2000	Registered
U.S.	Sculpture of Wedding Cake Topper	VA1384253	6/30/2006	Registered