

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (First Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rio Properties, LLC		10/11/2013	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc. as Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2849732	BEVERTAINERS
Registration Number:	3077332	BEVERTAINMENT
Registration Number:	2085147	BUZIOS
Registration Number:	1827883	CARNIVAL WORLD BUFFET
Registration Number:	2709302	EXOTIC. UNINHIBITED. FUN.
Registration Number:	3213527	GO WILD
Registration Number:	3126836	JANELAS RESTAURANT & BAR
Registration Number:	1845968	RIO
Registration Number:	1997791	RIO
Registration Number:	1908880	RIO
Registration Number:	1984925	RIO
Registration Number:	1997790	RIO
Registration Number:	1845967	RIO
Registration Number:	1757490	RIO ALL-SUITE HOTEL&CASINO

TRADEMARK

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REEL: 005136 FRAME: 0247

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Registration Number:	2739407	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS
Registration Number:	2739406	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS
Registration Number:	4305095	RIO JAVA
Registration Number:	2207791	RIO LAS VEGAS
Registration Number:	2053740	RIO LAS VEGAS
Registration Number:	2207792	RIO LAS VEGAS
Registration Number:	2221028	RIO LAS VEGAS
Registration Number:	1793006	RIO RITA
Registration Number:	2223924	RIO SECCO GOLF CLUB

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:	856018-1
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/23/2013

Total Attachments: 7
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Trademark Security Agreement (First Lien)

TRADEMARK SECURITY AGREEMENT dated as of October 11, 2013 (this "Agreement"), made by Rio Properties, LLC, a Nevada limited liability company (the "Pledgor"), in favor of Citicorp North America, Inc., as Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien) dated as of October 11, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among (a) CAESARS ENTERTAINMENT RESORT PROPERTIES, LLC, a Delaware limited liability company ("CERP LLC") and (b) (i) CAESARS ENTERTAINMENT RESORT PROPERTIES FINANCE, INC., a Delaware corporation, (ii) HARRAH'S LAS VEGAS, LLC, a Nevada limited liability company, (iii) HARRAH'S ATLANTIC CITY HOLDING, INC., a New Jersey corporation, (iv) RIO PROPERTIES, LLC, a Nevada limited liability company, (v) FLAMINGO LAS VEGAS HOLDING, LLC, a Nevada limited liability company, (vi) HARRAH'S LAUGHLIN, LLC, a Nevada limited liability company and (vii) PARIS LAS VEGAS HOLDING, LLC, a Nevada limited liability company (the entities listed in clause (b) of this paragraph and, together with CERP LLC, the "Borrowers"), and each subsidiary of the Borrowers identified therein and CITICORP NORTH AMERICA, INC., as collateral agent (together with its successors and assigns in such capacity, the "Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations when due, each Pledgor pursuant to the Collateral Agreement did, and hereby does, grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in or to any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral"): all Trademarks, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP

Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, including by means of facsimile or via electronic mail, each of which shall constitute an original and all of which shall together constitute one and the same document.

SECTION 5. *Governing Law.* This Agreement has been delivered and accepted in and shall be deemed to have been made in New York, New York and shall be interpreted, and the rights and liabilities of the parties bound hereby determined, in accordance with the laws of the State of New York.

[Signature Pages Follow]

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

Rio Properties, LLC

By: 

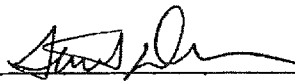
Name: Donald Colvin

Title: Chief Financial Officer

Trademark Security Agreement - Rio

TRADEMARK
REEL: 005136 FRAME: 0251

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: 
Name: Stuart Dickson
Title: Vice President

Trademark Security Agreement - Rio

TRADEMARK
REEL: 005136 FRAME: 0252

Schedule I

Country/State	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
USA	Bevertainers (Block)	Registered	78/217653	2/21/2003	2849732	6/1/2004
USA	Bevertainment (Block)	Registered	78/217642	2/21/2003	3077332	4/4/2006
USA	Buzios (Block)	Registered	74/442023	9/29/1993	2085147	8/5/1997
USA	Carnival World Buffet (Block)	Registered	74/401180	6/14/1993	1827883	3/22/1994
USA	Exotic. Uninhibited. Fun.	Registered	76/438775	8/6/2002	2709302	4/22/2003
USA	Go Wild	Registered	78/911523	6/19/2006	3213527	2/27/2007
USA	Janelas Restaurant & Bar (Design)	Registered	78/706472	9/2/2005	3126836	8/8/2006
USA	Rio (Block)	Registered	74/442024	9/29/1993	1845968	7/19/1994
USA	Rio (Block)	Registered	74/442025	9/29/1993	1997791	9/3/1996
USA	Rio (Sign Design)	Registered	74/442012	9/29/1993	1908880	8/1/1995
USA	Rio (Sign Design)	Registered	74/442018	9/29/1993	1984925	7/9/1996
USA	Rio (Stylized Script)	Registered	74/442020	9/29/1993	1997790	9/3/1996
USA	Rio (Stylized Script)	Registered	74/442021	9/29/1993	1845967	7/19/1994

Country/State	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
USA	Rio All-Suite Hotel & Casino (Design)	Registered	74/021711	1/23/1990	1757490	3/9/1993
USA	Rio All-Suite Hotel & Casino Las Vegas	Registered	75/732713	6/21/1999	2739407	7/22/2003
USA	Rio All-Suite Hotel & Casino Las Vegas	Registered	75/732712	6/21/1999	2739406	7/22/2003
USA	Rio Java (Block)	Registered	85/686596	7/25/2012	4305095	3/19/2013
USA	Rio Las Vegas (Block)	Registered	74/442016	9/29/1993	2207791	12/8/1998
USA	Rio Las Vegas (Block)	Registered	74/442017	9/29/1993	2053740	4/22/1997
USA	Rio Las Vegas (Stylized Script)	Registered	74/442019	9/29/1993	2207792	12/8/1998
USA	Rio Las Vegas (Stylized Script)	Registered	74/442022	9/29/1993	2221028	2/2/1999
USA	Rio Rita (Block)	Registered	74/330889	11/13/1992	1793006	9/14/1993
USA	Rio Secco Golf Club (Block)	Registered	75/370303	10/8/1997	2223924	2/16/1999