

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
Harrah's Atlantic City Propco, 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: 1			
Property Type	Number	Word Mark	
Serial Number:	85929079	THE POOL AFTER DARK...	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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:	856018-4		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

CH \$40.00 85929079

900269764

**TRADEMARK
 REEL: 005136 FRAME: 0273**

Date:

10/23/2013

Total Attachments: 6

source=10-23-13 Harrahs Atlantic City-Citicorp 4-TM#page1.tif

source=10-23-13 Harrahs Atlantic City-Citicorp 4-TM#page2.tif

source=10-23-13 Harrahs Atlantic City-Citicorp 4-TM#page3.tif

source=10-23-13 Harrahs Atlantic City-Citicorp 4-TM#page4.tif

source=10-23-13 Harrahs Atlantic City-Citicorp 4-TM#page5.tif

source=10-23-13 Harrahs Atlantic City-Citicorp 4-TM#page6.tif

Trademark Security Agreement (First Lien)

TRADEMARK SECURITY AGREEMENT dated as of October 11, 2013 (this "Agreement"), made by Harrah's Atlantic City Propco, LLC, a Delaware 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.

Harrah's Atlantic City Propco, LLC

By: 

Name: Donald Colvin
Title: Chief Financial Officer

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: 
Name: Stuart Dickson
Title: Vice President

Schedule I

Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg Date
USA	The Pool After Dark (Logo)	Pending	85/929079	05/10/2013		