

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
Flamingo Las Vegas Operating Company, 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: 16

Property Type	Number	Word Mark
Registration Number:	4202307	CENTER CUT
Registration Number:	1948975	FLAMINGO
Registration Number:	4210176	FLAMINGO
Serial Number:	85784494	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:	4134035	FOREVER FABULOUS
Serial Number:	85976088	FOREVER FABULOUS
Registration Number:	1820290	FRUIT BASKET BUFFET
Registration Number:	3631248	O'SHEAS
Registration Number:	1692034	O'SHEAS CASINO

TRADEMARK

900269765

REEL: 005136 FRAME: 0280

CH \$415.00 4202307

Registration Number:	3659293	PINK BEAN
Registration Number:	4207354	WHERE THE STRIP BEGAN.

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:	856018-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/23/2013

Total Attachments: 6
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Trademark Security Agreement (First Lien)

TRADEMARK SECURITY AGREEMENT dated as of October 11, 2013 (this "Agreement"), made by Flamingo Las Vegas Operating Company, 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.


Flamingo Las Vegas Operating Company,
LLC

By: 

Name: Donald Colvin

Title: Chief Financial Officer

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: 
Name: Stuart Dickson
Title: Vice President

Trademark Security Agreement – Flamingo Las Vegas

TRADEMARK
REEL: 005136 FRAME: 0285

Schedule I

Country/State	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
USA	Center Cut (Block)	Registered	85/528365	1/30/2012	4202307	9/4/2012
USA	Flamingo	Registered	74/636612	2/21/1995	1948975	1/16/1996
USA	Flamingo	Registered	85/601471	4/18/2012	4210176	9/18/2012
USA	Flamingo	Allowed	85/784494	11/20/2012		
USA	Flamingo (Stylized)	Registered	76/229989	3/22/2001	2517266	12/11/2001
USA	Flamingo (Stylized)	Registered	76/229990	3/22/2001	2517267	12/11/2001
USA	(Design)	Registered	75/769538	8/6/1999	2350265	5/16/2000
USA	Flamingo Las Vegas	Registered	76/006767	3/22/2000	2514373	12/4/2001
USA	Flamingo Las Vegas	Registered	76/006766	3/22/2000	2516588	12/11/2001
USA	Forever Fabulous (Block)	Registered	85/244988	2/17/2011	4134035	5/1/2012
USA	Forever Fabulous (Block)	Pending	85/976088	2/17/2011		
USA	Fruit Basket Buffet (Design)	Registered	74/388553	5/11/1993	1820290	2/8/1994
USA	O'Sheas (Block)	Registered	77/606233	11/3/2008	3631248	6/2/2009
USA	O'Sheas Casino (Design)	Registered	74/163977	5/6/1991	1692034	6/9/1992
USA	Pink Bean (Block)	Registered	77/603247	10/29/2008	3659293	7/21/2009
USA	Where the Strip Began.	Registered	85/355154	6/24/2011	4207354	9/11/2012