

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paris Las Vegas Operating Company, LLC		10/11/2013	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-1419		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2407315	C'EST SI BON	
Registration Number:	3530914	EVERYTHING'S SEXIER IN PARIS	
Registration Number:	3026776	GIGI PARIS	
Registration Number:	2934998	JACQUES	
Serial Number:	86023058	L' APOTHECAIRE BATH BODY HOME	
Registration Number:	2475977	PARIS	
Registration Number:	3355033	PARIS	
Registration Number:	3361414	PARIS	
Registration Number:	2527696	PARIS	
Registration Number:	3198006	PARIS LAS VEGAS	
Registration Number:	2432163	PARIS LAS VEGAS	
Registration Number:	2914614	PARIS LAS VEGAS	
Registration Number:	2914615	PARIS LAS VEGAS	
Registration Number:	3190882	PARIS LAS VEGAS	

TRADEMARK

**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

<b>ATTORNEY DOCKET NUMBER:</b>	856018-2
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>Signature:</b>	/jep/
<b>Date:</b>	10/24/2013

**Total Attachments: 6**

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**Trademark Security Agreement (Second Lien)**

TRADEMARK SECURITY AGREEMENT dated as of October 11, 2013 (this "Agreement"), made by Paris Las Vegas Operating Company, LLC, a Nevada limited liability company (the "Pledgor"), in favor of U.S. Bank National Association, as Agent (as defined below).

Reference is made to the Collateral Agreement (Second 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 U.S. BANK NATIONAL ASSOCIATION, 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.

Paris Las Vegas Operating Company, LLC

By: 

Name: Donald Colvin

Title: Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Raymond S. Haverstock  
Title: Vice President

**Schedule I**

<b>Country/State</b>	<b>Trademark</b>	<b>Status</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
USA	C'est Si Bon	Registered	75/728104	6/14/1999	2407315	11/21/2000
USA	Everything's Sexier in Paris	Registered	77/451232	4/17/2008	3530914	11/11/2008
USA	Gigi Paris	Registered	78/381582	3/10/2004	3026776	12/13/2005
USA	Jacques	Registered	78/379402	3/5/2004	2934998	3/22/2005
USA	L' Apothicaire Bath Body Home (Logo)	Pending	86/023058	7/30/2013		
USA	Paris	Registered	74/653425	3/29/1995	2475977	8/7/2001
USA	Paris	Registered	77/074187	1/2/2007	3355033	12/18/2007
USA	Paris (Design)	Registered	77/070558	12/22/2006	3361414	1/1/2008
USA	Paris (Stylized)	Registered	74/703331	7/18/1995	2527696	1/8/2002
USA	Paris Las Vegas (Design)	Registered	78/320459	10/29/2003	3198006	1/16/2007
USA	Paris Las Vegas (Design)	Registered	75/622575	1/14/1999	2432163	2/27/2001
USA	Paris Las Vegas (Design)	Registered	78/319907	10/28/2003	2914614	12/28/2004
USA	Paris Las Vegas (Design)	Registered	78/320257	10/29/2003	2914615	12/28/2004
USA	Paris Las Vegas (Design)	Registered	78/319829	10/28/2003	3190882	1/2/2007