#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Collateral Agent		II02 <i>/24/2</i> 014 I	National Association: UNITED STATES

### RECEIVING PARTY DATA

Name:	Caesars License Company, LLC	
Street Address:	ONE CAESARS PALACE DRIVE	
City:	LAS VEGAS	
State/Country:	NEVADA	
Postal Code:	89109	
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1842112	CLARIDGE

#### CORRESPONDENCE DATA

Fax Number:

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

Mail.

Email: mmakover@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Matthew S. Makover

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19717-039
NAME OF SUBMITTER:	Matthew S. Makover
Signature:	/Matthew S. Makover/
Date:	03/03/2014

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\$40,00 1842112

#### TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of February 24, 2014, is made by U.S. Bank National Association, as Collateral Agent for the Secured Parties (together with its successors and assigns, the "<u>Agent</u>") (all terms used but not defined herein shall have the meaning assigned to such terms in the Trademark Collateral Agreement (as defined below)).

WHEREAS, Caesars License Company, LLC, a Nevada limited liability company, formally known as Harrah's License Company (the "Pledgor"), has granted a security interest in certain personal property to the Agent, including without limitation a security interest in certain trademarks and trademark applications ("Trademarks"), pursuant to that certain Trademark Collateral Agreement dated as of December 24, 2008 (the "Trademark Collateral Agreement");

WHEREAS, the security interests granted to the Agent were recorded at the United States Patent and Trademark Office as follows: on December 24, 2008 at Reel 3910 and Frame 0392;

WHEREAS, the Agent has agreed to terminate and release its security interest in the Trademark identified on Schedule A attached hereto.

**NOW, THEREFORE,** for valuable consideration, the Agent hereby terminates and releases all mortgages, liens, and security interests granted to the Agent in the following:

- 1. Pledgor's Trademark referred to on Schedule A attached hereto;
- 2. all goodwill of the business connected with the use of, and symbolized by, such Trademark; and
- 3. all products and proceeds of the foregoing, including, without limitation, any claim by Pledgor against third parties for past, present or future (i) infringement or dilution of such Trademark or (ii) injury to the goodwill associated with such Trademark.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT

By:

Name: Title:

Joshua A. Hahn Vice President

[Signature Page to Trademark Release (U.S. Bank)]

# SCHEDULE A TO THE TERMINATION OF SECURITY INTEREST IN TRADEMARKS

## **TRADEMARKS**

Trademark	Serial No.	Application Date	Registration No.	Registration Date
CLARIDGE	74/394,152	5/24/1993	1,842,112	6/28/1994

TRADEMARK REEL: 005228 FRAME: 0597

**RECORDED: 03/03/2014**