

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America, N.A., as Collateral Agent | | 02/24/2014 | 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: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| 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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Total Attachments: 4
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TERMINATION OF SECURITY INTEREST IN SELECTED TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN SELECTED TRADEMARKS** ("Release"), dated as of February 24, 2014, is made by Bank of America, N.A., as Collateral Agent for the Secured Parties (together with its successors and assigns, the "Agent") in favor of Caesars License Company, LLC, a Nevada limited liability company, formally known as Harrah's License Company (the "Pledgor") (all terms used but not defined herein shall have the meaning assigned to such terms in the Trademark Collateral Agreement (as defined below)).

WHEREAS, 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 January 28, 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 February 4, 2008 at Reel 3719 and Frame 0001;

WHEREAS, in reliance of the representations, warranties and certification made by the Pledgor pursuant to that certain Officer's Certificate, date as of February 24, 2014 (the "Officer's Certificate"), concerning the permitted sale of certain assets, the Agent has agreed to terminate and release its security interest in the Trademark identified on Schedule A attached hereto (the "Released Trademark").

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. The Released Trademark;
2. all goodwill of the business connected with the use of, and symbolized by, such Released 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 Released Trademark or (ii) injury to the goodwill associated with such Released Trademark.

This Release is limited solely to the Released Trademark. Except as provided in any other release executed by the Agent in connection with the transaction referenced in the Officer's Certificate, the Agent retains any and all security interest it has in all other Trademarks and collateral, which security interest shall not be disturbed by this Release in any manner.

The Agent shall, at the Pledgor's sole cost and expense, take all further actions, and provide to the Pledgor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all

documents or other instruments), reasonably requested by the Pledgor to more fully and effectively effectuate the purposes of this Release.

[SIGNATURE PAGE TO FOLLOW]

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.

**BANK OF AMERICA, N.A., AS
COLLATERAL AGENT**

By: *Ricardo Naval*
Name: Ricardo Naval
Title: Vice President

[Signature Page to Trademark Release (Bank of America)]

**TRADEMARK
REEL: 005228 FRAME: 0607**

**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 |