TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304826

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Parball Parent, LLC		05/05/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Parball NewCo, LLC
Street Address:	One Caesars Palace Drive
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89109
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4105646	CENTER OF THE ACTION
Registration Number:	2399183	REAL. LIVE. LAS VEGAS.
Registration Number:	3213554	STAY CLASSIC
Registration Number:	3213545	STAY CLASSIC

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:	19717-041
NAME OF SUBMITTER:	Matthew S. Makover
SIGNATURE:	/Matthew S. Makover/
DATE SIGNED:	05/16/2014

Total Attachments: 5
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of May 5, 2014, is made by and between Parball Parent, LLC, a Delaware limited liability company ("Assignor") and Parball NewCo, LLC, a Delaware limited liability company ("Assignee").

W I T N E S S E T H:

WHEREAS, Caesars License Company, LLC ("CLC") and several affiliates of CLC, Assignor and Assignee have entered into that certain Transaction Agreement, dated as of March 1, 2014 (as amended, supplemented or restated from time to time, the "Agreement"), pursuant to which CLC has agreed to transfer and assign and Assignor has agreed to purchase and accept the business of certain of CLC's affiliates (the "Assigned Business"), including the intellectual property specifically used in connection with such business that is owned by CLC;

WHEREAS, pursuant to the Trademark Assignment Agreement, dated as of the date hereof, by and between CLC, as assignor, and Assignor, as assignee, CLC has transferred and assigned to Assignor, and Assignor has purchased and accepted from CLC, all of CLC's right, title and interest in, to and under the trademark registrations and applications for certain trademarks specifically used in connection with the Assigned Business, including those listed on Schedule A hereto (the "Bally's Trademarks"), together with the goodwill associated therewith;

WHEREAS, this Assignment is being entered into in connection with that certain Contribution Agreement, dated as of the date hereof, by and among Assignor, Assignee and their affiliate (the "Contribution Agreement"), pursuant to which Assignor has agreed to transfer and assign, and Assignee has agreed to purchase and accept, the Assigned Business, including the Bally's Trademarks;

WHEREAS, in connection with the transactions contemplated by the Contribution Agreement, Assignor now wishes to assign to Assignee, and Assignee wishes to accept from Assignor, all of Assignor's right, title and interest in, to and under the Bally's Trademarks, together with the goodwill of the Assigned Business, to the extent associated with and symbolized by the Bally's Trademarks; and

WHEREAS, all capitalized terms used, but not defined in this Assignment shall have the same meanings as are given to such terms in the Agreement.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Bally's Trademarks, including, but not limited to, the goodwill of the Assigned Business, to the extent associated with, and symbolized by, the Bally's Trademarks (including any books and records associated therewith), and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past,

present or future infringements of the Bally's Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof and (c) all other rights and proceeds of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, Assignee shall be the exclusive owner of the Bally's Trademarks. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Bally's Trademarks registered in the corresponding jurisdiction.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Bally's Trademarks, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment, the Contribution Agreement and the Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Agreement and the Contribution Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Agreement and the Contribution Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Agreement or the Contribution Agreement, the terms of the Agreement or the Contribution Agreement, as applicable, shall control. This Assignment shall not be interpreted to broaden the scope of Assignee's rights with respect to the Bally's Trademarks beyond those rights provided in the Agreement and the Contribution Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.6 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without

regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.7 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

PARBALL PARENT, LLC

By: Parball Corporation,
its sole member

By: _____
Name: Eric Hession
Title: President and Treasurer

ASSIGNEE:

PARBALL NEWCO, LLC

By: Parball Parent, LLC,
its sole member

By: Parball Corporation,
its sole member

By: _____
Name: Eric Hession
Title: President and Treasurer

[Signature Page to Bally's Trademark Assignment Agreement (Step 3)]

Schedule A

Mark	Registration Number (or Application Number if not yet registered)	Registration Date (or Application Date if not yet registered)	Jurisdiction
Jubilee!	35,311	2/13/2003	Nevada
Nosh (Design)	36,633	8/17/2004	Nevada
Center of the Action (Block)	4105646	2/28/2012	US Federal
Real. Live. Las Vegas.	2399183	10/31/2000	US Federal
Stay Classic	3213554	2/27/2007	US Federal
Stay Classic	3213545	2/27/2007	US Federal