TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304829

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
3535 LV NewCo, LLC		05/05/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	7033 Louis Stephens Drive
Internal Address:	PO Box: 110047
City:	Research Triangle Park
State/Country:	NORTH CAROLINA
Postal Code:	27709
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2888634	DEALERTAINERS
Registration Number:	4318912	THE QUAD
Registration Number:	4435109	THE QUAD RESORT & CASINO Q
Serial Number:	85783757	Q

CH $115.00 2888634

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 Security Agreement (First Lien)

TRADEMARK SECURITY AGREEMENT dated as of May 5, 2014 (this "Agreement"), made by 3535 LV NewCo, LLC, a Delaware limited liability company (the "Pledgor"), in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien) dated and effective as of May 5, 2014 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement"), among CAESARS GROWTH PROPERTIES HOLDINGS, LLC, a Delaware limited liability company (the "Borrower"), each subsidiary of the Borrower identified therein and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (together with its successors and permitted assigns in such capacity, the "Collateral Agent") for the benefit of 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 Collateral 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"):

(i) 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 Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

TRADEMARK
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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.

3535 LV NEWCO, LLC

By: _____
Name: Craig Abrahams
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement (First Lien) (The Quad)]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name:
Title: JOHN D. TORONTO
AUTHORIZED SIGNATORY

By: _____
Name:
Title: WHITNEY GASTON
AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement (First Lien) (The Quad)]

Schedule I

TRADEMARKS

Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date
Dealertainers	Registered	76540597	8/12/2003	2888634	9/28/2004
The Quad	Registered	85653317	6/15/2012	4318912	4/9/2013
The Quad Resort & Casino (Logo)	Registered	85781399	11/16/2012	4435109	11/19/2013
Q (Design)	Pending	85783757	11/20/2012	N/A	N/A