

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306782

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Collateral Agent		05/20/2014	NATIONAL BANKING ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Caesars License Company, LLC		
<b>Street Address:</b>	One Caesars Palace Drive		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89109		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3814206	MIRACLE ON FULTON STREET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	mmakover@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Matthew S. Makover		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	19717-041		
<b>NAME OF SUBMITTER:</b>	Matthew S. Makover		
<b>SIGNATURE:</b>	/Matthew S. Makover/		
<b>DATE SIGNED:</b>	06/05/2014		
<b>Total Attachments: 4</b>			
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TRADEMARK



**TERMINATION OF SECURITY INTEREST IN SELECTED TRADEMARKS**

This **TERMINATION OF SECURITY INTEREST IN SELECTED TRADEMARKS** (“Release”), dated as of May 20, 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, formerly 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 June 15, 2010 (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 June 16, 2010 at Reel 4225 and Frame 0617;

**WHEREAS**, in reliance of the representations, warranties and certification made by the Pledgor pursuant to that certain Officer’s Certificate, dated as of May 20, 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 Trademarks identified on Schedule A attached hereto (the “Released Trademarks”).

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

This Release is limited solely to the Released Trademarks. 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.

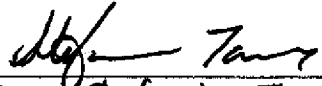
The Agent shall, at the Pledgor’s sole cost and expense, take all further actions, and provide to the Pledgor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all

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 Release to be duly executed as of the date first set forth above.

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

By:   
Name: *Stephanie Tanwar*  
Title: *Vice President*

**SCHEDULE A TO THE  
TERMINATION OF SECURITY INTEREST IN TRADEMARKS**

**TRADEMARKS**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Miracle on Fulton Street (Block)	3814206	7/6/2010