

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caesars World LLC		10/06/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Desert Palace 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: 6			
Property Type	Number	Word Mark	
Registration Number:	4557182	APOSTROPHE	
Registration Number:	4231389	LAUREL COLLECTION	
Registration Number:	4614679	RESPLENDENCE STARTS HERE	
Registration Number:	5273062	STRIPSIDE CAFÉ & BAR	
Registration Number:	4759136	TIGER WOK & RAMEN	
Registration Number:	4976084	VISTA COCKTAIL LOUNGE	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	cmeredithgoujon@paulweiss.com, dlaker@paulweiss.com, dewilliams@paulweiss.com		
Correspondent Name:	Claudine Meredith-Goujon		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	9AE-E		
NAME OF SUBMITTER:	Claudine Meredith-Goujon		
SIGNATURE:	/Claudine Meredith-Goujon/		
DATE SIGNED:	10/30/2017		

CH \$165.00 4557182

Total Attachments: 5

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Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into on October 6, 2017, by Caesars World LLC, a Florida limited liability company having an address at One Caesars Palace Drive, Las Vegas, NV 89109 ("Assignor"), in favor of Desert Palace LLC, a Nevada limited liability company having an address at One Caesars Palace Drive, Las Vegas, NV 89109 ("Assignee").

WHEREAS, in furtherance of, and to effectuate, the Restructuring Transactions (as defined in the Debtors' Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code filed in the Chapter 11 Cases Dkt. No. 6318), Assignor, Assignee and certain other parties have entered into that certain Omnibus Bill of Sale, Assignment and Contribution Agreement, dated as of the date hereof (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to convey, assign and transfer to Assignee, and Assignee has agreed to acquire and accept, all of Assignor's rights in and to certain intellectual property, including the trademark registrations and applications identified on Schedule 1 hereto (collectively, the "Trademarks").

NOW, THEREFORE, in accordance with the Agreement and in consideration of the mutual agreements set forth in this Assignment and the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby grants, conveys, transfers, assigns, bargains, sells, delivers and sets over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under (i) the Trademarks, (ii) all goodwill connected with and symbolized by the Trademarks and (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to the Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Trademarks in the appropriate jurisdiction and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications. The parties hereby acknowledge and affirm that their respective rights in and to the Trademarks are more fully set forth in the Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control.

3. This Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

4. From time to time, pursuant to Assignee's request, and without further consideration by Assignee, Assignor shall execute, deliver and acknowledge such other instruments and documents of conveyance and transfer or assumption and shall take such other actions and shall execute and deliver such other documents, certifications and further assurances

as Assignee may reasonably request in order to vest and confirm more effectively in Assignee title to or to put Assignee more fully in legal possession of, or to enable Assignee to use, any of the Trademarks including, without limitation, in order to enable Assignee (at Assignee's expense) to record its ownership of the Trademarks in relevant U.S. and foreign local, state and national trademark offices.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute the same agreement. If any signature is delivered by email in PDF or similar electronic means, such signature shall create a valid and binding obligation of the party on whose behalf the signature is executed, with the same force and effect as if such PDF signature were an original thereof.

6. This Assignment shall be governed by the law of the State of Delaware without reference to the choice of law doctrine of such state.

[Remainder of page intentionally blank; signatures on following page]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR

CAESARS WORLD LLC

By: 
Name: Randall Eisenberg
Title: Chief Restructuring Officer

[Trademark Assignment Agreement between CW and Desert Palace LLC]

**TRADEMARK
REEL: 006192 FRAME: 0694**

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNEE

DESERT PALACE LLC

By: 

Name: John Payne

Title: President

[Trademark Assignment Agreement between CW and Desert Palace LLC]

TRADEMARK
REEL: 006192 FRAME: 0695

SCHEDULE 1

Trademark Registrations and Applications

Mark	Jurisdiction	Brand	Specific/ System- wide	Property	App. No.	App. Date	Reg. No.	Reg. Date	Status
Apostrophe	United States of America	Caesars	Specific	CPLV	85/918927	4/30/2013	4557182	6/24/2014	Registered
Laurel Collection (Block)	United States of America	Caesars	Specific	CPLV	85/492653	12/12/2011	4,231,389	10/23/2012	Registered
Resplendence Starts Here	United States of America	Caesars	Specific	CPLV	85/959040	6/13/2013	4614679	9/30/2014	Registered
Stripside Cafe & Bar	United States of America	Caesars	Specific	CPLV	87/207585	10/18/2016	5273062	8/22/2017	Registered
Tiger Mok & Ramen	United States of America	Caesars	Specific	CPLV	86/401608	9/22/2014	4759136	6/23/2015	Registered
Vista Cocktail Lounge (Logo)	United States of America	Caesars	Specific	CPLV	86/562485	3/12/2015	4976084	6/14/2016	Registered