

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449057

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Caesars License Company, LLC		10/06/2017	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Desert Palace 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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3738566	BEIJING NOODLE NO. 9	
<b>Registration Number:</b>	2961555	SEAHORSE	
<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>	cmeredithgoujon@paulweiss.com,dlaker@paulweiss.com,dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Claudine Meredith-Goujon		
<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>	9AE-E		
<b>NAME OF SUBMITTER:</b>	Claudine Meredith-Goujon		
<b>SIGNATURE:</b>	/Claudine Meredith-Goujon/		
<b>DATE SIGNED:</b>	10/30/2017		
<b>Total Attachments: 5</b>			
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## Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into on October 6, 2017, by Caesars License Company, LLC, a Nevada 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 LICENSE COMPANY, LLC

By:   
Name: Randall Eisenberg  
Title: Chief Restructuring Officer

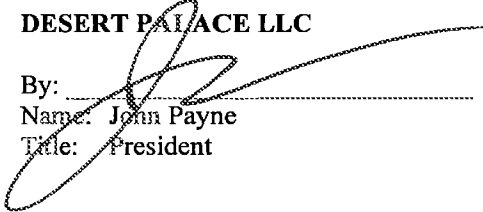
[Trademark Assignment Agreement between CLC and Desert Palace LLC]

TRADEMARK  
REEL: 006192 FRAME: 0717

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 CLC and Desert Palace LLC]

**TRADEMARK**  
**REEL: 006192 FRAME: 0718**

**SCHEDULE 1**

**Trademark Registrations and Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Brand</b>	<b>Specific/ System-wide</b>	<b>Property</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
Beijing Noodle No. 9	United States of America	Caesars	Specific	CPLV	77/269189	8/31/2007	3738566	1/19/2010	Registered
Seahorse	United States of America	Caesars	Specific	CPLV	78/368060	2/13/2004	2961555	6/7/2005	Registered