

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM454181

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement (Second Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Corner Investment Propco, LLC		06/28/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association, as Collateral Agent		
<b>Street Address:</b>	60 Livingston Avenue		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107-1419		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2164444	B	
<b>Registration Number:</b>	1530198	BILL'S	
<b>Registration Number:</b>	3316023	BILL'S GAMBLIN' HALL & SALOON	
<b>Registration Number:</b>	5084543	BOUND	
<b>Registration Number:</b>	4661028	INTERLUDE	
<b>Registration Number:</b>	4615309	MW THE CROMWELL	
<b>Registration Number:</b>	4953660	THE ABBEY	
<b>Registration Number:</b>	4603286	THE CROMWELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	054000-0018		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		

OP \$215.00 2164444

<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	12/12/2017
<b>Total Attachments: 6</b> source=CGPH - IP Security Agreement (Second Lien) Executed#page1.tif source=CGPH - IP Security Agreement (Second Lien) Executed#page2.tif source=CGPH - IP Security Agreement (Second Lien) Executed#page3.tif source=CGPH - IP Security Agreement (Second Lien) Executed#page4.tif source=CGPH - IP Security Agreement (Second Lien) Executed#page5.tif source=CGPH - IP Security Agreement (Second Lien) Executed#page6.tif	

**Intellectual Property Security Agreement (Second Lien)**

INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LIEN)  
dated as of June 28, 2017 (this “Agreement”), made by CORNER INVESTMENT PROPCO, LLC, a Delaware limited liability company (the “Pledgor”), in favor of U.S. Bank National Association, as Agent (as defined below).

Reference is made to the Collateral Agreement (Second Lien) dated and effective as of May 20, 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 (“CGPH”) and CAESARS GROWTH PROPERTIES FINANCE, INC., a Delaware corporation (together with CGPH, the “Issuers”), each subsidiary of the Issuers identified therein and U.S. BANK NATIONAL ASSOCIATION, 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 Copyrights, including those listed on Schedule I;
- (ii) all Trademarks, including those listed on Schedule II;

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.

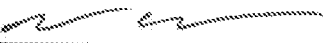
SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts, including by means of facsimile or via electronic mail, each of which shall constitute an original and all of which shall together constitute one and the same document.

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.

CORNER INVESTMENT PROPCO, LLC

By:   
Name: *CHRIS CUBANOVA*  
Title: *CHIEF FINANCIAL OFFICER*

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By: 

Name: **Raymond S. Haverstock**

Title: **Vice President**

**Schedule I**

**U.S. Copyright Registrations**

Title	Registration No. Registration Date
Harrah's Cowboy Bill Figure.	VA0001691755 2009-04-10

**Schedule II**  
**U.S. Trademarks**

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
B	41	75090602 18-APR-1996	2164444 09-JUN-1998
BILL'S	41, 42	73746130 15-AUG-1988	1530198 14-MAR-1989
	41, 43	77074520 02-JAN-2007	3316023 23-OCT-2007
BOUND	43	86200968 21-FEB-2014	5084543 22-NOV-2016
INTERLUDE	43	86200970 21-FEB-2014	4661028 23-DEC-2014
 THE CROMWELL	41, 43	86180778 31-JAN-2014	4615309 30-SEP-2014
THE ABBEY	41	86200989 21-FEB-2014	4953660 10-MAY-2016
THE CROMWELL	41, 43	86137279 06-DEC-2013	4603286 09-SEP-2014