

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456626

| | | | |
|---|--------------------------------------|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent | | 12/22/2017 | Bank: SWITZERLAND |
| RECEIVING PARTY DATA | | | |
| Name: | JAZZ CASINO COMPANY, L.L.C. | | |
| Street Address: | One Caesars Palace Drive | | |
| City: | Las Vegas | | |
| State/Country: | NEVADA | | |
| Postal Code: | 89109 | | |
| Entity Type: | Limited Liability Company: LOUISIANA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3135595 | BAMBU | |
| Registration Number: | 3282446 | MASQUERADE | |
| Registration Number: | 3814206 | MIRACLE ON FULTON STREET | |
| Registration Number: | 4063189 | WHERE ANY JACK WHO'S A QUEEN CAN LIVE LI | |
| Registration Number: | 4111233 | WHERE ANY JACK WHO'S A QUEEN CAN LIVE LI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <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> | | | |
| Phone: | 202-370-4750 | | |
| Email: | ipteam@cogencyglobal.com | | |
| Correspondent Name: | Melony Sot | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | COGENCY GLOBAL INC. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | F174514 Jazz Release | | |
| NAME OF SUBMITTER: | Emily Ohannessian | | |
| SIGNATURE: | /Emily Ohannessian/ | | |

OP \$140.00 3135595

| | |
|---------------------|------------|
| DATE SIGNED: | 01/03/2018 |
|---------------------|------------|

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (the “Release”) is dated as of December 22, 2017 by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties (as defined in the Collateral Agreement (as defined below)) in favor of JAZZ CASINO COMPANY, L.L.C., a Louisiana limited liability company (“Jazz Casino Company”), PHWLTV, LLC, Nevada limited liability company (“PHWLTV”), PARBALL NEWCO, LLC, a Delaware limited liability company (“Parball Newco”) and 3535 LV NEWCO, LLC, a Delaware limited liability company (“3535 LV Newco”) (each a “Pledgor” and collectively, the “Pledgors”).

WITNESSETH

WHEREAS, Caesars Growth Properties Holdings, LLC (the “Borrower”), each subsidiary of the Borrower identified in the Collateral Agreement and the Collateral Agent entered into that certain Collateral Agreement (First Lien) dated as of May 20, 2014 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, (i) Jazz Casino Company executed and delivered to the Collateral Agent that certain Trademark Security Agreement (First Lien) dated as of May 20, 2014 (the “Jazz Casino Company Trademark Security Agreement”) and recorded with the United States Patent and Trademark Office (“USPTO”) on June 6, 2014 at Reel/Frame No. 5298/0428, (ii) PHWLTV executed and delivered to the Collateral Agent that certain Trademark Security Agreement (First Lien) dated as of May 20, 2014 (the “PHWLTV Trademark Security Agreement”) and recorded with the USPTO on June 6, 2014 at Reel/Frame No. 5298/0435, (iii) Parball Newco executed and delivered to the Collateral Agent that certain Trademark Security Agreement (First Lien) dated as of May 20, 2014 (the “Parball Newco Trademark Security Agreement”) and recorded with the USPTO on June 6, 2014 at Reel/Frame No. 5298/0442, (iv) 3535 LV Newco executed and delivered to the Collateral Agent that certain Trademark Security Agreement (First Lien) dated as of May 20, 2014 (the “3535 LV Newco May 2014 Trademark Security Agreement”) and recorded with the USPTO on June 6, 2014 at Reel/Frame No. 5298/0449 and (v) 3535 LV Newco executed and delivered to the Collateral Agent that certain Trademark Security Agreement (First Lien) dated as of August 26, 2014 (the “3535 LV Newco August 2014 Trademark Security Agreement” and collectively with the Jazz Casino Company Trademark Security Agreement, the PHWLTV Trademark Security Agreement, the Parball Newco Trademark Security Agreement and the 3535 LV Newco May 2014 Trademark Security Agreement, the “Trademark Security Agreements”) and recorded with the USPTO on August 27, 2014 at Reel/Frame No. 5352/0250, pursuant to which the Pledgors granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Pledgors’ right, title and interest in or to any and all of the IP Collateral (as defined in the Trademark Security Agreements); and

WHEREAS, the Pledgors have requested that the Collateral Agent release its security interest in all right, title and interest in or to any and all of the IP Collateral.

NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in or to any and all of the IP Collateral, including the trademark registrations and trademark applications set forth in Schedule I attached hereto and incorporated herein by reference, and agrees that all the security interest in the IP Collateral is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Pledgors,

without recourse, representation or warranty, any and all right, title and interest that the Collateral Agent may have obtained in, to and under the IP Collateral under the Collateral Agreement and the Trademark Security Agreements.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: John Toronto
Name: John Toronto
Title: Authorized Signatory

By: Warren Van Heyst
Name: Warren Van Heyst
Title: Authorized Signatory

[Signature Page to Release of Security Interest in Trademark Collateral]

TRADEMARK
REEL: 006241 FRAME: 0218

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL
TRADEMARKS

Reel/Frame No. 5298/0428

| Mark | Status | App. No. | App. Date | Reg. No. | Reg. Date |
|---|------------|----------|------------|----------|------------|
| Bambu (Block) | Registered | 78703992 | 8/31/2005 | 3135595 | 8/29/2006 |
| Masquerade (Design) | Registered | 78647537 | 6/9/2005 | 3282446 | 8/21/2007 |
| Miracle on Fulton Street (Block) | Registered | 77876336 | 11/19/2009 | 3814206 | 7/6/2010 |
| Where Any Jack Who's A Queen Can Live Like A King | Registered | 85305214 | 4/16/2011 | 4063189 | 11/29/2011 |
| Where Any Jack Who's A Queen Can Live Like A King | Registered | 85310720 | 5/3/2011 | 4111233 | 3/13/2012 |

Reel/Frame No. 5298/0435

| Mark | Status | App. No. | App. Date | Reg. No. | Reg. Date |
|-----------------------------|------------|----------|------------|----------|-----------|
| Spice Market Buffet (Block) | Registered | 76245399 | 4/23/2001 | 2699487 | 3/25/2003 |
| The Axis (Block) | Pending | 86215120 | 3/07/2014 | N/A | N/A |
| The Axis (Logo) | Pending | 86215103 | 3/07/2014 | N/A | N/A |
| Pin Up Pizza | Pending | 85806694 | 12/19/2012 | N/A | N/A |

Reel/Frame No. 5298/0442

| Mark | Status | App. No. | App. Date | Reg. No. | Reg. Date |
|------------------------------|------------|----------|-----------|----------|------------|
| Center of the Action (Block) | Registered | 85385846 | 8/1/2011 | 4105646 | 2/28/2012 |
| Real. Live. Las Vegas. | Registered | 75630709 | 1/29/1999 | 2399183 | 10/31/2000 |
| Stay Classic | Registered | 78972030 | 9/12/2006 | 3213554 | 2/27/2007 |
| Stay Classic | Registered | 78922868 | 7/5/2006 | 3213545 | 2/27/2007 |

Reel/Frame No. 5298/0449

| 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 |

Reel/Frame No. 5352/0250

| Mark | Registration Number (or Application Number if not yet registered) | Registration Date (or Application Date if not yet registered) | Jurisdiction |
|------------------|---|---|--------------|
| Tag Lounge & Bar | 86/186456 | 2/6/2014 | US Federal |