### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM469028

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignment by removing US app no. 85492653 (LAUREL COLLECTION block) and 85959040 (RESPLENDENCE STARTS HERE) previously recorded on Reel 006192 Frame 0702. Assignor(s) hereby confirms the assignment of the remaining registrations and applications listed on the trademark schedule.
RESUBMIT DOCUMENT ID:	900443525

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CAESARS WORLD LLC		10/06/2017	Limited Liability Company: FLORIDA

### **RECEIVING PARTY DATA**

Name:	CAESARS LICENSE COMPANY, 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: 1**

Property Type	Number	Word Mark
Serial Number:	73208395	APPIAN WAY

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** dlaker@paulweiss.com,dewilliams@paulweiss.com,aspoto@paulweiss.com

Correspondent Name: Danielle Goldman Laker

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	19717-060
NAME OF SUBMITTER:	Danielle Laker
SIGNATURE:	/Danielle Laker/
DATE SIGNED:	04/09/2018

**Total Attachments: 11** 

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM449055

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:	Caesars License Company, 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: 73**

Property Type	Number	Word Mark	
Serial Number:	73208395	APPIAN WAY	
Serial Number:	72380682	BACCHANAL	
Serial Number:	72158560	CAESARS	
Serial Number:	72453396	CAESARS	
Serial Number:	72413086	CAESARS	
Serial Number:	73684985	CAESARS	
Serial Number:	77745347	CAESARS	
Serial Number:	85018746	CAESARS	
Serial Number:	85784404	CAESARS	
Serial Number:	86554420	CAESARS	
Serial Number:	73297472	CAESARS	
Serial Number:	72413085	CAESARS	
Serial Number:	72453395	CAESARS	
Serial Number:	73684986	CAESARS	
Serial Number:	85601338	CAESARS	
Serial Number:	85580324	CAESARS CASINO	
Serial Number:	86160292	CAESARS CHALET	
Serial Number:	78274378	CAESARS ENTERTAINMENT	
Serial Number:	87519692		

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Property Type	Number	Word Mark
Serial Number:	87519345	CAESARS ENTERTAINMENT STUDIOS
Serial Number:	77352483	CAESARS ENTERTAINMENT
Serial Number:	87017875	CAESARS IMPERIUM
Serial Number:	86305371	CAESARS IMPERIUM
Serial Number:	73712810	CAESARS MAN
Serial Number:	73712811	CAESARS MAN
Serial Number:	72410294	CAESARS PALACE
Serial Number:	72421350	CAESARS PALACE
Serial Number:	72300265	CAESARS PALACE
Serial Number:	72415187	CAESARS PALACE
Serial Number:	73141287	CAESARS PALACE
Serial Number:	73141327	CAESARS PALACE
Serial Number:	72421424	CAESARS PALACE
Serial Number:	72410295	CAESARS PALACE
Serial Number:	73204775	CAESARS PALACE
Serial Number:	72300270	CAESARS PALACE
Serial Number:	86305248	CAESARS REPUBLIC
Serial Number:	86079489	CAESARS SLOTS
Serial Number:	87588548	CAESARS SPORTS
Serial Number:	87516077	CAESARS SUITES
Serial Number:	73712812	CAESARS WOMAN
Serial Number:	73712809	CAESARS WOMAN
Serial Number:	72432162	CAESARS WORLD
Serial Number:	72380684	CIRCUS MAXIMUS
Serial Number:	72446003	CLEOPATRA'S BARGE
Serial Number:	76417751	COLOSSEUM
Serial Number:	74216577	EMPERORS CLUB
Serial Number:	72380686	GALLERIA
Serial Number:	72300268	
Serial Number:	87061309	HADRIAN
Serial Number:	87017850	IMPERIUM
Serial Number:	86305387	IMPERIUM
Serial Number:	86751806	JULIUS
Serial Number:	74075870	LA PIAZZA
Serial Number:	85191620	LAS VEGAS MEETINGS BY CAESARS ENTERTAINM
Serial Number:	85492653	LAUREL COLLECTION
Serial Number:	72368458	
Serial Number:	85197796	OCTAVIUS TOWER
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Property Type	Number	Word Mark	
Serial Number:	86423623	PALACE COURT	
Serial Number:	86816557	REIGN	
Serial Number:	85959040	RESPLENDENCE STARTS HERE	
Serial Number:	85601352		
Serial Number:	78963477		
Serial Number:	78472414	ROMAN PLAZA	
Serial Number:	85336581	ROMAN RITUALS	-
Serial Number:	85006352	ROUTINELY SPECTACULAR	
Serial Number:	78753702	THE FORUM SHOPS	
Serial Number:	74097973	THE FORUM SHOPS AT CAESARS	
Serial Number:	76443613	THE PALACE COURT	
Serial Number:	73778759	TOGA TEDDY	
Serial Number:	85825480	CAESARS ENLISTING HEROES	
Serial Number:	85173932	CAESARS FOUNDATION	
Serial Number:	85175431	CAESARS FOUNDATION	
Serial Number:	85562550	CAESARS CASINO	

### **CORRESPONDENCE DATA**

Fax Number:

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.

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

### **Total Attachments: 8**

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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 Caesars License Company, 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 <u>Schedule 1</u> hereto (collectively, the "<u>Trademarks</u>").

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.
- 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

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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.

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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

Name: Randall Eisenberg

Title: Chief Restructuring Officer

### ASSIGNEE

CAESARS LICENSE COMPANY, LLC

Name: Randall Eisenberg

Title: Chief Restructuring Officer

[Trademark Assignment Agreement between CW and CLC]

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## SCHEDULE 1

# **Trademark Registrations and Applications**

	Caesars (Stylized) UI	Caesars (Stylized) UI	Caesars (Stylized)	Caesars Ui	Caesars Ui	Caesars Ui	Caesars UI AI	Caesars UI	Caesars Ui	Caesars UI	Caesars Ui	Bacchanal UI	Appian Way Al	Trademark
United States of	United States of America	Jurisdiction												
Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Brand
System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	Specific/ System-wide
Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Property
73/684986	72/453395	72/413085	73/297472	86/554420	85/784404	85/018746	77/745347	73/684985	72/413086	72/453396	72/158560	72/380682	73/208395	App. No.
9/18/1987	4/3/1973	1/19/1972	2/17/1981	3/5/2015	11/20/2012	4/20/2010	5/27/2009	9/18/1987	1/19/1972	4/3/1973	12/5/1962	1/11/1971	3/22/1979	App. Date
1527771	1001363	954637	1186958		4556737	3877077	3731048	1527770	954684	983525	763255	931975	1143658	Reg. No.
3/7/1989	1/7/1975	3/6/1973	1/19/1982		6/24/2014	11/16/2010	12/29/2009	3/7/1989	3/6/1973	5/7/1974	1/14/1964	4/4/1972	12/16/1980	Reg. Date
Registered	Registered	Registered	Registered	Pending	Registered	Status								

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Caesars Palace	Caesars Palace	Caesars Palace	Caesars Man (Stylized)	Caesars Man	Caesars Imperium	Caesars Imperium	Caesars Entertainment with Laurel Design	Caesars Entertainment Studios and Design	Caesars Entertainment Studios (Design)	Caesars Entertainment	Caesars Chalet (Design)	Caesars Casino (Logo)	Caesars Casino	Caesars (Stylized) with Roman Head	Trademark
United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	Jurisdiction						
Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Brand							
System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	Specific/ System-wide							
Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Property							
72/300265	72/421350	72/410294	73/712811	73/712810	86/305371	87/017875	77/352483	87/519345	87/519692	78/274378	86/160292	85/562550	85/580324	85/601338	App. No.
6/12/1968	4/14/1972	12/15/1971	2/22/1988	2/22/1988	6/10/2014	4/28/2016	12/14/2007	7/7/2017	7/7/2017	7/15/2003	1/8/2014	3/7/2012	3/26/2012	4/18/2012	App Date
907693	963656	963820	1538771	1531549			3944625			3021734	4579830	4221894	4568738	4234163	Reg. No.
2/9/1971	7/10/1973	7/10/1973	5/16/1989	3/28/1989			4/12/2011			11/29/2005	8/5/2014	10/9/2012	7/15/2014	10/30/2012	Reg. Date
Registered	Registered	Registered	Registered	Registered	Pending	Pending	Registered	Pending	Pending	Registered	Registered	Registered	Registered	Registered	Status

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Circus Maximus	Caesars World	Caesars Woman (Stylized)	Caesars Woman	Caesars Suites with Design (Vertical)	Caesars Sports	Caesars Slots	Caesars Republic	Caesars Palace (Stylized) (Vertical)	Caesars Palace (Stylized) (Horizontal)	Caesars Palace (Stylized) (Horizontal)	Caesars Palace (Stylized) (Horizontal)	Caesars Palace (Stylized) (Horizontal)	Caesars Palace	Caesars Palace	Trademark
United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	Jurisdiction				
Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Caesars	Brand
System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	System Wide	Specific/ System-wide				
Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Multiple	Property
72/380684	72/432162	73/712809	73/712812	87/516077	87/588548	86/079489	86/305248	72/300270	73/204775	72/410295	72/421424	73/141327	73/141287	72/415187	App. No.
1/11/1971	8/9/1972	2/22/1988	2/22/1988	7/5/2017	8/29/2017	10/1/2013	6/10/2014	6/12/1968	2/23/1979	12/15/1971	4/14/1972	9/15/1977	9/15/1977	2/10/1972	App. Date
965251	995419	1531548	1532553			4612541		907696	1158035	1004058	968212	1090494	1091551	951262	Reg. No.
7/31/1973	10/8/1974	3/28/1989	4/4/1989			9/30/2014		2/9/1971	6/23/1981	2/4/1975	9/11/1973	5/2/1978	5/16/1978	1/23/1973	Reg. Date
Registered	Registered	Registered	Registered	Pending	Pending	Registered	Pending	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status

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Trademark	Jurisdiction	Brand	Specific/ System-wide	Property	App. No.	App. Date	Reg. No.	Reg. Date
Cleopatra's Barge	United States of America	Caesars	System Wide	Multiple	72/446003	1/15/1973	979106	2/19/1974
Colosseum	United States of America	Caesars	System Wide	Multiple	76/417751	6/5/2002	3009896	11/1/2005
Emperors Club	United States of America	Caesars	System Wide	Multiple	74/216577	10/28/1991	1743663	12/29/1992
Galleria	United States of America	Caesars	System Wide	Multiple	72/380686	1/11/1971	945380	10/17/1972
Grape Girl (Design)	United States of America	Caesars	System Wide	Multiple	72/300268	6/12/1968	884317	1/13/1970
Hadrian	United States of America	Caesars	System Wide	Multiple	87/061309	6/6/2016		
Imperium	United States of America	Caesars	System Wide	Multiple	87/017850	4/28/2016		
Imperium	United States of America	Caesars	System Wide	Multiple	86/305387	6/10/2014		
Julius	United States of America	Caesars	System Wide	Multiple	86/751806	9/9/2015	5042718	9/13/2016
La Piazza	United States of America	Caesars	System Wide	Multiple	74/075870	7/6/1990	1649800	7/2/1991
Las Vegas Meetings by Caesars Entertainment (Logo)	United States of America	Caesars	System Wide	Multiple	85/191620	12/6/2010	4141042	5/15/2012
Laurel Collection (Block)	United States of America	Caesars	System Wide	Multiple	85/492653	12/12/2011	4231389	10/23/2012
Miscellaneous Design (Burnt Edge Letter) (Color)	United States of America	Caesars	System Wide	Multiple	72/368458	8/19/1970	947706	11/21/1972
Octavius Tower	United States of America	Caesars	System Wide	Multiple	85/197796	12/14/2010	4259939	12/18/2012
Palace Court	United States of America	Caesars	System Wide	Multiple	86/423623	10/14/2014	4735332	5/12/2015

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Trademark	Jurisdiction	Brand	Specific/ System-wide	Property	App. No.	App. Date	Reg. No.	Reg. Date	Status
Reign (Block)	United States of America	Caesars	System Wide	Multiple	86/816557	11/11/2015			Pending
Resplendence Starts Here	United States of America	Caesars	System Wide	Multiple	85/959040	6/13/2013	4614679	9/30/2014	Registered
Roman Head with Laurel Leaf (Design)	United States of America	Caesars	System Wide	Multiple	85/601352	4/18/2012	4234164	10/30/2012	Registered
Roman Head with Laurel Leaf (Design)	United States of America	Caesars	System Wide	Multiple	78/963477	8/30/2006	3312633	10/16/2007	Registered
Roman Plaza	United States of America	Caesars	System Wide	Multiple	78/472414	8/24/2004	3106029	6/20/2006	Registered
Roman Rituals	United States of America	Caesars	System Wide	Multiple	85/336581	6/2/2011	4090512	1/24/2012	Registered
Routinely Spectacular (Block)	United States of America	Caesars	System Wide	Multiple	85/006352	4/5/2010	3902206	1/4/2011	Registered
The Forum Shops	United States of America	Caesars	System Wide	Multiple	78/753702	11/14/2005	3249070	6/5/2007	Registered
The Forum Shops at Caesars	United States of America	Caesars	System Wide	Multiple	74/097973	9/17/1990	1829004	3/29/1994	Registered
The Palace Court	United States of America	Caesars	System Wide	Multiple	76/443613	8/26/2002	2707034	4/15/2003	Registered
Toga Teddy	United States of America	Caesars	System Wide	Multiple	73/778759	2/6/1989	1676542	2/25/1992	Registered
Caesars Enlisting Heroes (Logo)	United States of America	Corporate	System Wide	Multiple	85/825480	1/17/2013	4456524	12/24/2013	Registered
Caesars Foundation	United States of America	Corporate	System Wide	Multiple	85/173932	11/10/2010	3978086	6/14/2011	Registered
Caesars Foundation (Design)	United States of America	Corporate	System Wide	Multiple	85/175431	11/12/2010	3978154	6/14/2011	Registered

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**RECORDED: 03/20/2018**