

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482230

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NEW CENTAUR, LLC		07/16/2018	Limited Liability Company: DELAWARE
CENTAUR ACQUISITION, LLC		07/16/2018	Limited Liability Company: INDIANA
HOOSIER PARK, LLC		07/16/2018	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4712121	CENTAUR GAMING	
<b>Registration Number:</b>	4712123	CLUB CENTAUR	
<b>Registration Number:</b>	4715442	INDIANA GRAND RACING & CASINO	
<b>Registration Number:</b>	4711986	INDIANA GRAND RACE COURSE	
<b>Registration Number:</b>	4708079	INDIANA GRAND RACING · CASINO	
<b>Registration Number:</b>	4318500	INDIANA GRAND CASINO	
<b>Registration Number:</b>	4411720	INDIANA GRAND CASINO	
<b>Registration Number:</b>	4210194	MAKE LIFE GRAND	
<b>Registration Number:</b>	4730745	HOOSIER PARK RACING - CASINO	
<b>Registration Number:</b>	4881486	THE NIGHT DRIVE	
<b>Registration Number:</b>	5263828	HP HOOSIER PARK RACING · CASINO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			

OP \$290.00 4712121

TRADEMARK

**Phone:** 202-370-4750  
**Email:** ipteam@coagencyglobal.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:** F178130 TM

**NAME OF SUBMITTER:** Alan Delaney

**SIGNATURE:** /Alan Delaney/

**DATE SIGNED:** 07/17/2018

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of July 16, 2018 (this “Agreement”), made by each of NEW CENTAUR, LLC, a Delaware limited liability company, CENTAUR ACQUISITION, LLC, an Indiana limited liability company, and HOOSIER PARK, LLC, an Indiana limited liability company (collectively, the “Pledgors” and each, a “Pledgor”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

WHEREAS, pursuant to that certain Supplement No. 1 dated as of July 16, 2018 to the Collateral Agreement, dated as of December 22, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among CAESARS RESORT COLLECTION, LLC, a Delaware limited liability company, each other Borrower (as defined in the Collateral Agreement) from time to time party thereto, and each subsidiary of the Borrowers from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent (together with its successors and permitted assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein), each Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Pledgor, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office (“USPTO”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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, 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 Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including 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. *Recordation.* Each Pledgor hereby requests and authorizes the USPTO to record this Agreement against the IP Collateral.


SECTION 5. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. *Governing Law.* THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


**NEW CENTAUR, LLC  
CENTAUR ACQUISITION, LLC  
HOOSIER PARK, LLC**


By:   
Name: Eric Hession  
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 006383 FRAME: 0349**

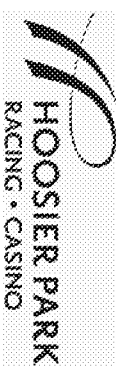
**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,**  
as Collateral Agent

By:   
Name: Whitney Gaston  
Title: Authorized Signatory

By:   
Name: Michael Del Genito  
Title: Authorized Signatory

**SCHEDULE I**  
**Trademarks**

<b>Owner</b>	<b>Country/State</b>	<b>Trademark</b>	<b>Status</b>	<b>Registration No.</b>	<b>Registration Date</b>
New Centaur, LLC	United States of America	Centaur Gaming	Registered	4712121	March 31, 2015
New Centaur, LLC	United States of America	Club Centaur	Registered	4712123	March 31, 2015
CENTAUR ACQUISITION, LLC	United States of America	Indiana Grand Racing & Casino	Registered	4715442	April 7, 2015
CENTAUR ACQUISITION, LLC	United States of America	Indiana Grand Race Course	Registered	4711986	March 31, 2015
CENTAUR ACQUISITION, LLC	United States of America		Registered	4708079	March 24, 2015
CENTAUR ACQUISITION, LLC	United States of America	Indiana Grand Casino	Registered	4318500	April 9, 2013
CENTAUR ACQUISITION, LLC	United States of America		Registered	4411720	October 1, 2013

CENTAUR ACQUISITION, LLC	United States of America	Make Life Grand	Registered	4210194	September 18, 2012
Hoosier Park, LLC	United States of America	Hoosier Park Racing – Casino	Registered	4730745	May 5, 2015
Hoosier Park, LLC	United States of America	The Night Drive	Registered	4881486	January 5, 2016
Hoosier Park, LLC	United States of America		Registered	5263828	August 15, 2017

TRADEMARK  
REEL: 006383 FRAME: 0352

RECORDED: 07/17/2018