

900524297 11/21/2019

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550415

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	BILL OF SALE		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Caesars Riverboat Casino, LLC		10/06/2017	Limited Liability Company:
Caesars Entertainment Operating Company, Inc.		10/06/2017	Corporation:
Caesars License Company, LLC		10/06/2017	<del>Company:</del> Limited Liability Company
Caesars World LLC		10/06/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chariot Run 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: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2868896	CHARIOT RUN	
Registration Number:	2855799	CHARIOT RUN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127158100		
<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>Phone:</b>	212-715-9100		
<b>Email:</b>	kltrademark@kramerlevin.com		
<b>Correspondent Name:</b>	Kramer Levin Naftalis & Frankel LLP		
<b>Address Line 1:</b>	1177 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	071207-00011		
<b>NAME OF SUBMITTER:</b>	Diane Torniali		
<b>SIGNATURE:</b>	/Diane Torniali/		
<b>DATE SIGNED:</b>	11/21/2019		

CH \$65.00 2868896

**Total Attachments: 14**

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## BILL OF SALE

This Bill of Sale (this “Bill of Sale”) is made and entered into on October 6, 2017, by and among Caesars Riverboat Casino, LLC, an Indiana limited liability company having an address at One Caesars Palace Drive Las Vegas, NV 89109 (“Riverboat”), Caesars Entertainment Operating Company, Inc., a Delaware corporation having an address at One Caesars Palace Drive, Las Vegas, NV 89109 (“CEOC”), Caesars License Company, a Nevada limited liability company having an address at One Caesars Palace Drive, Las Vegas, NV 89109 (“CLC”), and Caesars World LLC, a Florida limited liability company having an address at One Caesars Palace Drive, Las Vegas, NV 89109 (“CWL”) (collectively Riverboat, CEOC, CLC, and CWL, the “Sellers”), in favor of Chariot Run LLC, a Delaware limited liability company having an address at One Caesars Palace Drive Las Vegas, NV 89109 (the “Purchaser”). Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Confirmed Plan (defined below).

WHEREAS, pursuant to, and upon the terms and conditions of, the joint chapter 11 plan of reorganization of CEOC, an Affiliate of the Sellers, and CEOC’s debtor subsidiaries with respect to the voluntary chapter 11 cases in the United States Bankruptcy Court for the Northern District of Illinois titled *Caesars Entertainment Operating Company, Inc., et. al.*, Case No. 15-01145 (Bankr. N.D. Ill.), which was confirmed by the Bankruptcy Court (the “Confirmed Plan”) and on the date hereof, in connection with, among other things, the transactions contemplated hereby, is becoming effective.

### SECTION 1. Capitalized Terms.

- (i) “Assets and Properties” means, collectively, all of the assets, personal property (including, without limitation, all fixtures, machinery and equipment to the extent same constitute personal property), and other tangible and intangible property (including, without limitation, all rights in, to and under Intellectual Property, all unexpired guaranties, warranties, licenses, permits, approvals, plans, specifications and surveys) (i) located at Chariot Run Golf Course, and/or (ii) related specifically to the Business and/or the use, ownership or operation of the Business and/or the real property, improvements, fixtures and/or personalty located at Chariot Run Golf Course.
- (ii) “Business” means the operation of the golf course business at Chariot Run Golf Course.
- (iii) “Business Information” means any information or compilation of information relating to a business, procedures, techniques, methods, concepts, ideas, affairs, products, processes or services, including source code, information relating to distribution, marketing, merchandising, selling, research, development, manufacturing, purchasing, accounting, engineering, financing, costs, pricing and pricing strategies and methods, customers, suppliers, creditors, employees, contractors, agents, consultants, plans, billing, needs of customers and products and services used by customers, all lists of suppliers, distributors and customers and their addresses, prospects, sales calls, products, services, prices and the like, as well as any specifications, formulas, plans, drawings, accounts or sales records, sales

brochures, catalogs, code books, manuals, trade secrets, knowledge, know-how, operating costs, sales margins, methods of operations, invoices or statements and the like.

(iv) “Chariot Run Golf Course” means that certain real property described in Exhibit A attached hereto.

(v) “Confidential Information” means any information or compilation of information relating to a business, procedures, techniques, methods, concepts, ideas, affairs, products, processes or services, including source code, information relating to distribution, marketing, merchandising, selling, research, development, manufacturing, purchasing, accounting, engineering, financing, costs, pricing and pricing strategies and methods, customers, suppliers, creditors, employees, contractors, agents, consultants, plans, billing, needs of customers and products and services used by customers, all lists of suppliers, distributors and customers and their addresses, prospects, sales calls, products, services, prices and the like, as well as any specifications, formulas, plans, drawings, accounts or sales records, sales brochures, catalogs, code books, manuals, trade secrets, knowledge, know-how, operating costs, sales margins, methods of operations, invoices or statements and the like.

(vi) “Intellectual Property” means any of the following, as they exist anywhere in the world, whether registered or unregistered: (a) all patents and applications therefor and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof; (b) all inventions (whether or not patentable), invention disclosures, improvements, Business Information, Confidential Information, Software, formulas, drawings, research and development, business and marketing plans and proposals, tangible and intangible proprietary information, and all documentation relating to any of the foregoing; (c) all copyrights, works of authorship, copyrightable works, copyright registrations and applications therefor, and all other rights corresponding thereto; (d) all industrial designs and any registrations and applications therefor; (e) all trademarks, service marks, trade dress, logos, trade names, assumed names and corporate names, Internet domain names and other numbers, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (“Trademarks”); (f) all databases and data collections (including all guest data) and all rights therein; (g) all moral and economic rights of authors and inventors, however denominated; (h) all Internet addresses, sites and domain names, numbers, and social media user names and accounts; (i) any other similar intellectual property and proprietary rights of any kind, nature or description; and (j) any copies of tangible embodiments thereof (in whatever form or medium).

(vii) “Software” means, as they exist anywhere in the world, any computer software, firmware, microcode, operating system, embedded application or other program,

including all source code, object code, specifications, databases, designs and documentation related thereto.

SECTION 2. Conveyance, Assignment and Transfer. Subject to, and in accordance with, the terms and conditions of the Confirmed Plan, the Sellers hereby grant, convey, transfer, assign, bargain, sell, deliver and set over unto Purchaser, its successors and assigns, all of the Sellers' right, title and interest, if any, in, to and under the Assets and Properties. With respect to Intellectual Property included in the Assets and Properties, the Assets and Properties shall include, without limitation, (i) all Trademarks, and all other indicia of origin, including those Trademarks set forth on Schedule B attached hereto, and all goodwill connected with and symbolized by any of such Trademarks, and (ii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to such Intellectual Property, including, without limitation, all rights to sue and recover at law or in equity for any past, present and/or future infringement, misappropriation, dilution, violation or other impairment thereof. This Bill of Sale is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

SECTION 3. Further Assurances; Wrong Pockets. Each Seller shall, and shall cause its Affiliates (or to the extent such Affiliates are not within Seller's control, shall use reasonable best efforts to cause such Affiliates) to execute, acknowledge and deliver such assignments, transfers, consents, assumptions, notices, releases and other documents and instruments and take such other commercially reasonable actions as may reasonably be requested in writing by or on behalf of Purchaser to effect or evidence the transactions contemplated hereunder, including, without limitation, executing the Trademark Assignment attached hereto as Schedule C. Without limiting the generality of the foregoing, each Seller hereby agrees to abide by the current procedures promulgated by the applicable domain name registrars, and otherwise cooperate in any reasonable manner necessary with such registrars (or any other registrars that might be or become responsible for the transfer of the registrations of such domain names), to transfer, or to evidence the transfer of, the domain names set forth on Schedule B to Purchaser. If at any time (including following the time that the transactions contemplated hereby become effective) any of the Sellers or Purchaser becomes aware of any Assets and Properties owned by the Sellers or by an Affiliate of the Sellers that is not a party to this Agreement (or other related conveyance documents) that were not assigned to Purchaser already, then the applicable Seller shall transfer, or cause such Affiliate (or to the extent such Affiliate is not within Seller's control, shall use reasonable best efforts to cause such Affiliate) to transfer, such Assets and Properties to Purchaser for no additional consideration. If at any time (including following the time that the transactions contemplated hereby become effective) any right, property or asset not forming part of the Assets and Properties is found to have been transferred to or received by Purchaser in error, Purchaser shall transfer, or shall cause its Affiliates (or to the extent such Affiliates are not within Purchaser's control, shall use reasonable best efforts to cause such Affiliates) to transfer, such right, property or asset to the applicable Seller for no additional consideration.

SECTION 4. General.

(a) This Bill of Sale 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.

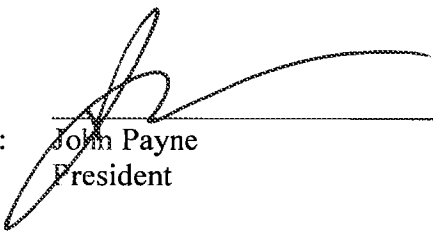
(b) This Bill of Sale shall be governed by the law of the State of Delaware without reference to the choice of law doctrine of such state.

*[Signature Pages Follow]*

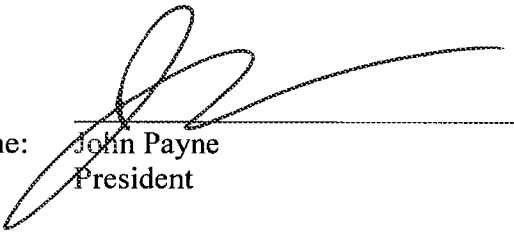
IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed  
by their respective duly authorized officers as of the date first above written.

**SELLERS**

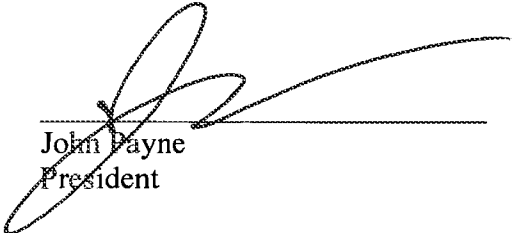
CAESARS RIVERBOAT CASINO, LLC

By:   
Name: John Payne  
Its: President

CAESARS ENTERTAINMENT  
OPERATING COMPANY, INC.

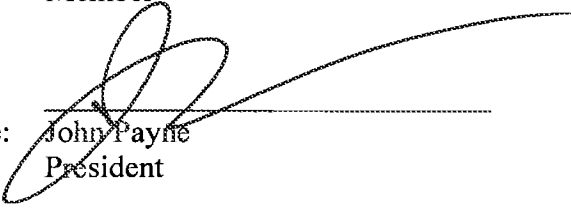
By:   
Name: John Payne  
Its: President

CAESARS WORLD LLC

By:   
Name: John Payne  
Its: President

CAESARS LICENSE COMPANY, LLC

By: Caesars Entertainment Operating  
Company, Inc.  
Its: Member

By:   
Name: John Payne  
Its: President

*Signature Page to Bill of Sale  
Chariot Run LLC*

**PURCHASER**

CHARIOT RUN LLC

By: 

Name: John Payne

Its: President

*Signature Page to Bill of Sale  
Chariot Run LLC*

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

#### **PARCEL III:**

##### **Tract I:**

Being a part of the Northwest quarter and part of the North half of the Southwest quarter of Section 18, Township 5 South, Range 5 east, in Taylor Township, Harrison County, Indiana and more particularly described as follows:

Beginning at a found stone at the Southeast corner of the aforesaid Section 18; thence with the East line of said Section, North 00 degrees 45 minutes 02 seconds West, 5364.46 feet to a found spike at the Northeast corner of said Section 18; thence with the North line of said Section, North 89 degrees 51 minutes 09 seconds West, 2710.08 feet to the Northeast corner of the Northwest quarter of said Section 18; thence continuing with the North line of said Section 18, North 89 degrees 51 minutes 09 seconds West, 416.00 feet to a set PK nail, the True Point of Beginning; thence South 00 degrees 45 minutes 02 seconds East, 210.00 feet to a set iron pin with a plastic cap stamped "RJW S0282"; thence South 89 degrees 51 minutes 09 seconds East, 416.00 feet to a set PK nail in the East line of the Northwest quarter of Section 18; thence with the East line of said Northwest quarter, South 00 degrees 45 minutes 02 seconds East, 375.00 feet to a set PK nail; thence North 89 degrees 51 minutes 09 seconds West, 295.00 feet to a set iron pin with a plastic cap stamped "RJW S0282"; thence South 00 degrees 45 minutes 02 seconds East, 295.00 feet to a set iron pin with a plastic cap stamped "RJW S0282"; thence South 89 degrees 51 minutes 09 seconds East, 295.00 feet to a set PK nail in the aforesaid East line of said Northwest quarter; thence with said East line South 00 degrees 45 minutes 02 seconds East, 2935.35 feet to a set PK nail; thence North 89 degrees 51 minutes 09 seconds West, 1050.00 feet to a set iron pin with a plastic cap stamped "RJW S0282"; thence South 00 degrees 45 minutes 02 seconds East 208.00 feet to a set iron pin with a plastic cap stamped "RJW S0282" in the South line of the North half of the Southwest quarter; thence with said South line North 89 degrees 51 minutes 09 seconds West, 1640.07 feet to a set iron pin with a plastic cap stamped "RJW S0282" at the Southwest corner of said North half of the Southwest quarter; thence with the West line of said Southwest quarter, North 01 degree 45 minutes 35 seconds West, 1341.69 feet to the Southwest corner of the aforesaid Northwest quarter; thence with the West line of said Northwest quarter, North 00 degrees 40 minutes 23 seconds West, 128.60 feet; thence North 88 degrees 54 minutes 53 seconds East, 214.29 feet to a found 2" PVC pipe in concrete; thence North 01 degree 34 minutes 06 seconds West, 210.00 feet to a found 2" PVC pipe in concrete; thence South 88 degrees 54 minutes 53 seconds West, 211.01 feet to a set PK nail in the aforesaid West line of the Northwest quarter; thence with said West line, North 00 degrees 40 minutes 23 seconds West, 1528.58 feet to a set PK nail; thence South 89 degrees 51 minutes 09 seconds East, 295.00 feet to a set iron pin with a plastic cap stamped "RJW S0282"; thence North 00 degrees 40 minutes 23 seconds West, 295.00 feet to a set iron pin with a plastic cap stamped "RJW S0282"; thence North 89 degrees 51 minutes 09 seconds West, 295.00 feet to a set PK nail in the aforesaid West line of the Northwest quarter; thence with said West line, North 00 degrees 40 minutes 23 seconds West, 520.00 feet to a set PK nail at the Northwest corner of said Northwest quarter; thence with the North line of said Northwest

**TRADEMARK**

**REEL: 006806 FRAME: 0462**

quarter, South 89 degrees 51 minutes 09 seconds East 2294.08 feet to the True Point of Beginning. Containing 238.102 acres.

*EXCEPTING THEREFROM THE FOLLOWING:*

Being a part of the Northwest quarter of Section 18, Township 5 South, Range 5 East, in Taylor Township, Harrison County, Indiana and more particularly described as follows:

Beginning at a found stone at the Southeast corner of the aforesaid Section 18; thence with the East line of said Section, North 00 degrees 45 minutes 02 seconds West, 5364.46 feet to a found spike at the Northeast corner of said Section; thence with the North line of said Section, North 89 degrees 51 minutes 09 seconds West, 2710.08 feet to a set PK nail at the Northeast corner of the Northwest quarter of said Section 18; thence with the East line of the Northwest quarter of said Section, South 00 degrees 45 minutes 02 seconds East, 585.00 feet to a set PK nail, the True Point of Beginning; thence leaving said East line, North 89 degrees 51 minutes 09 seconds West, 295.00 feet to a set iron pin with a plastic cap stamped "RJW S0282"; thence North 00 degrees 45 minutes 02 seconds West, 25.00 feet to a set iron pin with a plastic cap stamped "RJW S0282"; thence South 89 degrees 51 minutes 09 seconds East, 295.00 feet to a set PK nail in the East line of the Northwest quarter of said Section; thence with the East line of the Northwest quarter of said Section 18, South 00 degrees 45 minutes 02 seconds East, 25.00 feet to the True Point of Beginning, containing 0.169 acres.

*ALSO EXCEPTING THEREFROM THE FOLLOWING:*

Situated in the North half of the Southwest quarter of Section 18, Township 5 South, Range 5 East, in Taylor Township, in Harrison County, Indiana, and being part of the property conveyed to RDI/Caesars as described by deed recorded in Deed Document No. 20008990 and Deed Document No. 20008991, said tract being more particularly described as follows:

Commencing at a stone at the Southeast corner of Section 18, Township 5 South, Range 5 East; thence with the East line of Section 18, North 00 degrees 45 minutes 02 seconds West 5364.46 feet to a spike at the Northeast corner of Section 18; thence with the North line of Section 18, North 89 degrees 51 minutes 09 seconds West 2710.08 feet to the Northeast corner of the Northwest quarter of Section 18; thence with Old Dam 43 Road and with the East line of the Northwest quarter and on with the East line of the Southwest quarter of Section 18, South 00 degrees 45 minutes 02 seconds East 3815.35 feet to a PK nail in Old Dam 43 Road; thence departing the road, and with a line common to Yeager (Deed Record Z-8, Page 452), North 89 degrees 51 minutes 09 seconds West 484.63 feet to a point; thence North 00 degrees 08 minutes 51 seconds East 42.5 feet to a rebar at the True Point of Beginning of the tract being herein described; thence North 00 degrees 08 minutes 51 seconds East 150 feet to a rebar; thence South 89 degrees 51 minutes 09 seconds East 150 feet to a rebar; thence South 00 degrees 08 minutes 51 seconds West 150 feet to a rebar; thence North 89 degrees 51 minutes 09 seconds West 150 feet to the True Point of Beginning. Containing 0.517 acres, more or less.

**PARCEL III:**

TRACT II:


A part of the Northwest quarter of Section 18, Township 5 south, Range 5 East, in Taylor Township, Harrison County, Indiana and more particularly described as follows:

Beginning at a found stone at the Southeast corner of the aforesaid Section 18; thence with the East line of said Section, North 00 degrees 45 minutes 02 seconds West, 5364.46 feet to a found spike at the Northeast corner of said Section; thence with the North line of said Section, North 89 degrees 51 minutes 09 seconds West, 2710.08 feet to a set PK nail at the Northeast corner of the Northwest quarter of said Section 18; thence with the East line of the Northwest quarter of said Section, South 00 degrees 45 minutes 02 seconds East, 855.00 feet to a set PK nail, the True Point of Beginning; thence with said East line, South 00 degrees 45 minutes 02 seconds East, 25.00 feet to a set PK nail; thence leaving said East line, North 89 degrees 51 minutes 09 seconds West, 295.00 feet to a set iron pin with a plastic cap stamped "RJW S0282"; thence North 00 degrees 45 minutes 02 seconds West, 25.00 feet to a set iron pin with a plastic cap stamped "RJW S0282"; thence South 89 degrees 51 minutes 09 seconds East, 295.00 feet to the True Point of Beginning, containing 0.169 acres.

**SCHEDULE B - TRADEMARKS**

**1) Trademarks**

**Registrations and Applications**

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
Chariot Run	76/535651	8/8/2003	2868896	8/3/2004	Caesars World, LLC
Chariot Run (Design)  CHARIOT RUN	76/535650	8/8/2003	2855799	6/22/2004	Caesars World, Inc.

**Unregistered**

None.

**2) Domain Name Registrations**

Domain Name	Registrant	Expiration Date
chariotrungolf.com	Caesars License Company, LLC	1/16/2018
golfchariotrun.com	Caesars License Company, LLC	1/16/2018
chariotrun.com	Caesars License Company, LLC	1/16/2018

**SCHEDULE C - TRADEMARK ASSIGNMENT**

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 Chariot Run LLC, a Delaware limited liability company having an address at One Caesars Palace Drive Las Vegas, NV 89109 ("Assignee").

WHEREAS, pursuant to, and upon the terms and conditions of, the joint chapter 11 plan of reorganization of Caesars Entertainment Operating Company, Inc., a Delaware corporation ("CEOC") and CEOC's debtor subsidiaries with respect to the voluntary chapter 11 cases in the United States Bankruptcy Court for the Northern District of Illinois titled Caesars Entertainment Operating Company, Inc., et. al., Case No. 15-01145 (Bankr. N.D. Ill.), which was confirmed by the Bankruptcy Court and on the date hereof, in connection with, among other things, the transactions contemplated hereby, is becoming effective.

WHEREAS, in connection therewith, Assignors and Assignee have entered into that certain Bill of Sale, dated October 6, 2017 (the "Agreement"), pursuant to each Assignor has agreed to assign, transfer, set over and deliver to Assignee all of such Assignor's rights in and to the trademark registrations and applications identified on Schedule A (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. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. This Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

3. 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.

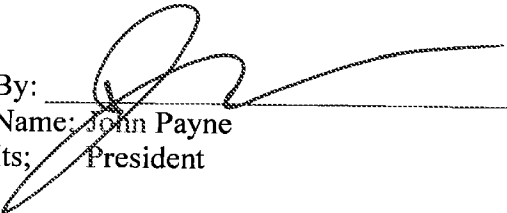
4. This Assignment shall be governed by the law of the State of Delaware without reference to the choice of law doctrine of such state.

*[Remainder of page intentionally blank; signatures on following page]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed  
by its duly authorized officer as of the date first written above.

**ASSIGNOR**

CAESARS WORLD LLC


By:   
Name: John Payne  
Its: President

*Signature Page to Trademark Assignment  
Chariot Run LLC*

**TRADEMARK**  
**REEL: 006806 FRAME: 0468**

**SCHEDULE A**

**Trademark Registrations and Applications**

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
Chariot Run	76/535651	8/8/2003	2868896	8/3/2004	Caesars World, LLC
Chariot Run (Design) 	76/535650	8/8/2003	2855799	6/22/2004	Caesars World, Inc.