

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rio Properties, LLC		06/11/2020	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	IC 3700 Flamingo Road LLC		
Street Address:	888 Seventh Avenue, 27th Floor		
Internal Address:	c/o Dreamscape Companies		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2849732	BEVERTAINERS	
Registration Number:	3077332	BEVERTAINMENT	
Registration Number:	1827883	CARNIVAL WORLD BUFFET	
Registration Number:	2709302	EXOTIC. UNINHIBITED. FUN.	
Registration Number:	3213527	GO WILD	
Registration Number:	1997791	RIO	
Registration Number:	1845968	RIO	
Registration Number:	1984925	RIO	
Registration Number:	1908880	RIO	
Registration Number:	1997790	RIO	
Registration Number:	1845967	RIO	
Registration Number:	1757490	RIO ALL-SUITE HOTEL&CASINO	
Registration Number:	2739407	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS	
Registration Number:	2739406	RIO ALL-SUITE HOTEL & CASINO LAS VEGAS	
Registration Number:	2053740	RIO LAS VEGAS	
Registration Number:	2207791	RIO LAS VEGAS	
Registration Number:	2221028	RIO LAS VEGAS	
Registration Number:	2207792	RIO LAS VEGAS	
TRADEMARK			

CH \$490.00 2849732

Property Type	Number	Word Mark
Registration Number:	1793006	RIO RITA

CORRESPONDENCE DATA

Fax Number: 3124568435

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.

Phone: 312-456-8400

Email: munozg@gtlaw.com

Correspondent Name: Greenberg Traurig, LLP

Address Line 1: 77 W. Wacker Drive

Address Line 2: Suite 3100

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	Caesars
NAME OF SUBMITTER:	JEFFREY P. DUNNING
SIGNATURE:	/Jeffrey P. Dunning/
DATE SIGNED:	06/11/2020

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK ASSIGNMENT AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into effective as of June 11, 2020, by and between **RIO PROPERTIES, LLC**, a Nevada limited liability company (“Assignor”), and **IC 3700 FLAMINGO ROAD LLC**, a Delaware limited liability company (“Assignee”).

WHEREAS, pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions (the “Purchase Agreement”), dated as of September 20, 2019, by and between Assignor and IC 3700 Flamingo Road Venture LLC, and subject to all of the terms, conditions and limitations set forth therein, Assignor and Assignee entered into that certain Trademark Assignment Agreement, dated December 4, 2019 (the “Original Assignment”), pursuant to which Assignor purported to assign, and Assignee purported to acquire, all right, title and interest in certain United States trademark registrations set forth in Exhibit A of the Original Assignment (the “Marks”), together with all goodwill associated with the Marks;

WHEREAS, under Section 5.9 of the Purchase Agreement, certain Marks were intended to be retained by Assignor and be assigned and transferred to Assignee at a later date in accordance with the Purchase Agreement (such trademark registrations, the “Retained Marks”), but, due to a scrivener’s error, were unintentionally included as “Property Marks” under the Original Assignment;

WHEREAS, Assignor and Assignee desire to amend and restate the Original Assignment in its entirety in order to correct such scrivener’s error and clarify the mutual intent of Assignor and Assignee that the right, title and interest in the Retained Marks be retained by Assignor and none of such right, title and interest be transferred to the Assignee pursuant to the Original Assignment, which is superseded by this Assignment;

WHEREAS, in accordance with the Purchase Agreement, Assignor desires to assign and transfer all right, title and interest in the United States trademark registrations set forth in Exhibit A attached hereto and incorporated herein by reference (which, for the avoidance of doubt, do not and shall not include the Retained Marks) (the “Property Marks”) owned by Assignor, together with all goodwill associated with the Property Marks, to Assignee; and

WHEREAS, Assignee desires to acquire all right, title and interest in the Property Marks, together with all goodwill associated with the Property Marks, from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Original Assignment is hereby amended and restated in its entirety as follows:

Assignor does hereby assign and transfer to Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Property Marks, together with all goodwill associated with said Property Marks, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to the Property Marks or the associated goodwill. Assignor

and Assignee agree that none of Assignor's right, title and interest in and to the Retained Marks, and none of the goodwill associated with said Retained Marks, and none of the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to the Retained Marks or the associated goodwill, is assigned or otherwise transferred to Assignee pursuant to this Assignment.

Assignor further agrees that, without further consideration, it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Property Marks in the United States. Assignee shall be responsible for all fees for recordation of this Assignment, and Assignor agrees to cooperate fully with Assignee to accomplish such recordation.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, applicable to contracts executed in and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Assignment and any document or instrument executed pursuant hereto may be executed in any number of counterparts, including facsimile and electronic counterparts (including in .pdf form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement. In the event that any provision of this Assignment is constructed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall be deemed to be controlling.

[Signature pages to follow.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

RIO PROPERTIES, LLC,
a Nevada limited liability company



By: _____

Name: Eric Hession

Its: Treasurer

ASSIGNEE:

IC 3700 FLAMINGO ROAD LLC,
a Delaware limited liability company

By: E. Birnbaum
Name: Eric Birnbaum
Its: Authorized Signatory

**EXHIBIT A TO THE AMENDED AND RESTATED TRADEMARK ASSIGNMENT
AGREEMENT**

PROPERTY MARKS

Country	Trademark Name	Application Number	Filing Date	Registration Number	Reg Date
Australia	Rio (Block)	976316	10/29/2003	976316	3/22/2006
Canada	Club Rio (Logo)	1025328	8/10/1999	TMA562155	5/16/2002
Canada	Rio (Stylized Script)	1025327	8/10/1999	TMA590218	9/18/2003
European Union (Community)	Rio (Block)	12914859	5/27/2014	12914859	10/21/2014
European Union (Community)	Rio (Block)	3446804	10/22/2003	3446804	4/16/2007
European Union (Community)	Rio (Stylized Script)	12914891	5/27/2014	12914891	10/21/2014
European Union (Community)	Rio (Stylized Script)	3446838	10/22/2003	3446838	5/3/2007
Hong Kong	Play Rio (Block)	99 10353 & 99 10354	8/4/1999	2002B04804AA	8/4/1999
Hong Kong	Rio (Stylized Script)	300580789	2/14/2006	300580789	2/14/2006
Hong Kong	Rio (Stylized Script)	99 10355 & 99 10356	8/4/1999	2003B00266AA	8/4/1999
Mexico	Only at the Rio All-Suite Casino Las Vegas Style (Design)	542150	4/8/2002	749911	4/8/2002
Mexico	Only at the Rio All-Suite Casino Resort Las Vegas (Design) (Color)	542148	4/8/2002	749909	4/8/2002
Mexico	Play Rio (Block)	396368	10/25/1999	711426	10/25/1999
Mexico	Rio (Stylized Script)	1820541	11/14/2016	1732319	3/14/2017
Mexico	Rio (Stylized Script)	1934088	8/17/2017	1825570	11/28/2017
Mexico	Rio (Stylized Script)	396371	10/25/1999	637690	10/25/1999
Mexico	Rio All Suite Hotel & Casino (Design)	1820531	11/14/2016	1826347	11/28/2017
Mexico	Rio All Suite Hotel & Casino (Design)	1005988	5/13/2009	1132083	11/26/2009
Mexico	Rio All-Suite Casino Resort Las Vegas (Design) (Color)	542149	4/8/2002	749910	4/8/2002
Nevada	All American Bar & Grille (Design)	SM00240833	11/12/1991	SM00240833	11/12/1991

Exhibit A

**TRADEMARK
REEL: 006969 FRAME: 0064**

Country	Trademark Name	Application Number	Filing Date	Registration Number	Reg Date
Nevada	Buzios Seafood Restaurant (Design)	SM00280648	11/21/1995	SM00280648	11/21/1995
Nevada	Masquerade Village	SM00290285	8/8/1996	SM00290285	8/8/1996
Nevada	Rio Spa & Salon (Block)	E0575002010-0	11/18/2010	E0575002010-0	11/18/2010
Nevada	Rio Suite Hotel & Casino (Block)	TN00220821	7/6/1989	TN00220821	7/6/1989
Nevada	The Wine Cellar Tasting Room (Design)	SM00280937	4/15/1996	SM00280937	4/15/1996
Taiwan	Play Rio (Block)	(88) 38561	8/6/1999	S159466	2/16/2002
United Kingdom	Rio (Block)	3057253	5/27/2014	3057253	5/27/2014
United Kingdom	Rio (Stylized Script)	3057259	5/27/2014	3057259	5/27/2014
United States of America	Beverainers (Block)	78/217653	2/21/2003	2849732	6/1/2004
United States of America	Bevertainment (Block)	78/217642	2/21/2003	3077332	4/4/2006
United States of America	Carnival World Buffet (Block)	74/401180	6/14/1993	1827883	3/22/1994
United States of America	Exotic. Uninhibited. Fun.	76/438775	8/6/2002	2709302	4/22/2003
United States of America	Go Wild	78/911523	6/19/2006	3213527	2/27/2007
United States of America	Rio (Block)	74/442025	9/29/1993	1997791	9/3/1996
United States of America	Rio (Block)	74/442024	9/29/1993	1845968	7/19/1994
United States of America	Rio (Sign Design)	74/442018	9/29/1993	1984925	7/9/1996
United States of America	Rio (Sign Design)	74/442012	9/29/1993	1908880	8/1/1995
United States of America	Rio (Stylized Script)	74/442020	9/29/1993	1997790	9/3/1996
United States of America	Rio (Stylized Script)	74/442021	9/29/1993	1845967	7/19/1994
United States of America	Rio All-Suite Hotel & Casino (Design)	74/021711	1/23/1990	1757490	3/9/1993
United States of America	Rio All-Suite Hotel & Casino Las Vegas	75/732713	6/21/1999	2739407	7/22/2003
United States of America	Rio All-Suite Hotel & Casino Las Vegas	75/732712	6/21/1999	2739406	7/22/2003
United States of America	Rio Las Vegas (Block)	74/442017	9/29/1993	2053740	4/22/1997
United States of America	Rio Las Vegas (Block)	74/442016	9/29/1993	2207791	12/8/1998

Exhibit A

TRADEMARK
REEL: 006969 FRAME: 0065

Country	Trademark Name	Application Number	Filing Date	Registration Number	Reg Date
United States of America	Rio Las Vegas (Stylized Script)	74/442022	9/29/1993	2221028	2/2/1999
United States of America	Rio Las Vegas (Stylized Script)	74/442019	9/29/1993	2207792	12/8/1998
United States of America	Rio Rita (Block)	74/330889	11/13/1992	1793006	9/14/1993

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