

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WH NV III, LLC		06/04/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	CityPlace 1, 185 Asylum Street, 27nd Floor		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4716130	IMPROVE YOUR HAND	
Registration Number:	4064865	XTRAODDS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	064903-0001		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	06/07/2021		
Total Attachments: 6			
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Patent and Trademark Security Agreement

PATENT AND TRADEMARK SECURITY AGREEMENT dated as of June 4, 2021 (this “Agreement”), made by the parties listed on the signature page hereto (the “Pledgors”), in favor of U.S. Bank National Association, as Collateral Agent (as defined below).

WHEREAS, pursuant to that certain Supplement No. 1 dated as of the date hereof (“Supplement No. 1”) to the Collateral Agreement, dated as of July 20, 2020 (as supplemented by Supplement No. 1 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among CAESARS ENTERTAINMENT, INC., a Delaware corporation (f/k/a Eldorado Resorts, Inc., a Nevada corporation) (the “Borrower”), each subsidiary of the Borrower from time to time party thereto and U.S. BANK NATIONAL ASSOCIATION, 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 Patents, including those listed on Schedule I; and
- (ii) all Trademarks, including those listed on Schedule II;

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.

**AMERICAN WAGERING, INC.
WH NV III, LLC**

By:  _____

Name: Bret Yunker

Title: Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____

Name: Laurel Casasanta

Title: Vice President

SCHEDULE I

Patents

Patents

Owner	Country/State	Patent	Status	Application No. / Patent No. (as applicable)	Application Date / Issue Date (as applicable)
American Wagering, Inc.	United States	SPORTS-WAGERING KIOSK AND METHOD OF USING AND OPERATING THE SAME	Granted	9,875,608	1/23/2018
American Wagering, Inc.	United States	SYSTEMS AND METHODS FOR TWO-FACTOR LOCATION-BASED DEVICE VERIFICATION	Granted	10,812,458	10/20/2020
American Wagering, Inc. ¹	United States	SYSTEMS AND METHODS FOR MULTI-FACTOR LOCATION-BASED DEVICE VERIFICATION	Pending	17/073,971	10/19/2020

¹ Record ownership name: "American Wagering, Inc."

**SCHEDULE II
Trademarks**

Registered Trademarks

Company	Jurisdiction	Mark	Registration No.	Registration Date
American Wagering, Inc.	United States	1ST and \$10000	4555594	6/24/2014
American Wagering, Inc.	United States	A (and Design - color)	3471804	7/22/2008
American Wagering, Inc.	United States	A (and Design) (black & white)	3472033	7/22/2008
American Wagering, Inc.	United States	IN THE BONUS	5175461	4/4/2017
American Wagering, Inc.	United States	LEROY'S	3467582	7/15/2008
American Wagering, Inc.	United States	LEROY'S (and Design)	3467583	7/15/2008
American Wagering, Inc.	United States	LEROY'S HORSE & SPORTS PLACE	2148537	4/7/1998
American Wagering, Inc.	United States	LEROY'S HORSE & SPORTS PLACE (and Design)	2143897	3/17/1998
American Wagering, Inc. ²	United States	LEROY'S LINE	4146403	5/22/2012
American Wagering, Inc.	United States	MONEY TALKS INVITATIONAL	3963956	5/24/2011
WH NV III, LLC	United States	IMPROVE YOUR HAND	4716130	4/7/2015
WH NV III, LLC	United States	XTRAODDS	4064865	11/29/2011

Pending Trademarks

Company	Jurisdiction	Mark	Serial No. / Application No. (as applicable)	Filing Date
American Wagering, Inc.	United States	LET'S MAKE IT INTERESTING	90/339806	11/24/2020
American Wagering, Inc.	United States	LET'S MAKE IT INTERESTING	90/339785	11/24/2020

² Record ownership name: "American Wagering Inc."