

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association (as successor in interest to Credit Suisse AG, Cayman Islands Branch), as Collateral Agent		06/03/2022	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Flamingo Las Vegas Operating 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: 3			
Property Type	Number	Word Mark	
Registration Number:	4202307	CENTER CUT	
Registration Number:	3631248	O'SHEAS	
Registration Number:	1692034	O'SHEAS CASINO	
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:	06/07/2022		
Total Attachments: 4			

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**RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”), dated as of June 3, 2022, is made by U.S. BANK NATIONAL ASSOCIATION, as collateral agent (as successor in interest to Credit Suisse AG, Cayman Islands Branch and together with its successors and assigns in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties (as defined in the Collateral Agreement (as defined below)), in favor of FLAMINGO LAS VEGAS OPERATING COMPANY, LLC, a Nevada limited liability company (the “Pledgor”).

WITNESSETH

WHEREAS, the Pledgor, each other pledgor identified in the Collateral Agreement and the Collateral Agent entered into that certain Collateral Agreement, dated as of December 22, 2017 (as supplemented by that certain Supplement No. 1, dated as of July 16, 2018 and that certain Supplement No. 2, dated as of July 20, 2020 and as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”);

WHEREAS, pursuant to the Collateral Agreement, the Pledgor and the other pledgors party thereto executed and delivered to the Collateral Agent that certain Trademark Security Agreement, dated as of December 22, 2017 (the “Trademark Security Agreement”) and recorded with the United States Patent and Trademark Office (“USPTO”) on January 3, 2018 at Reel/Frame No. 6246/0678 pursuant to which the Pledgor granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Pledgor’s right, title and interest in or to any and all of the IP Collateral (as defined in the Trademark Security Agreement), including the Pledgor’s right, title and interest in and to the trademarks listed on Schedule I hereto (the “Specified Trademarks”);

WHEREAS, the Pledgor transferred all of its right, title and interest in and to the Specified Trademarks to Caesars License Company, LLC, a Nevada limited liability company, pursuant to that certain Assignment of Trademark, dated as of March 16, 2022 and recorded with the USPTO on April 8, 2022 at Reel/Frame No. 7686/0182; and

WHEREAS, the Pledgor has requested that the Collateral Agent, and the Collateral Agent has agreed to, release its security interest in all right, title and interest in or to the Specified Trademarks in connection with the disposition of the Specified Trademarks.

NOW, THEREFORE, in consideration of the foregoing, the Collateral Agent hereby DISCHARGES, TERMINATES and RELEASES, without recourse, representation or warranty, its security interest in all right, title and interest in or to the Specified Trademarks, and agrees that all the security interest in the Specified Trademarks is hereby discharged, terminated and released. The undersigned hereby transfers and assigns to the Pledgor, without recourse, representation or warranty, any and all right, title and interest that the Collateral Agent may have obtained in, to and under the Specified Trademarks under the Collateral Agreement and the Trademark Security Agreement, and authorizes and requests that this Release be recorded with the USPTO at the Pledgor’s sole cost and expense.

This Release may be executed and delivered by facsimile or other means of electronic transmission and such transmission shall constitute an original for all purposes.

This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated


hereby shall be construed in accordance with and governed by the law of the state of New York, without reference to its conflict of laws principles.

U.S. BANK NATIONAL ASSOCIATION is executing this Release solely in its capacity as successor Collateral Agent under the Collateral Agreement, and in acting hereunder, shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Collateral Agent in the Collateral Agreement as if such rights, privileges, immunities and indemnities were set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Laurel Casasanta
Title: Vice President

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Country	Trademark	Status	Registration No.	Registration Date
United States of America	Center Cut (Block)	Registered	4202307	9/4/2012
United States of America	O'Sheas (Block)	Registered	3631248	6/2/2009
United States of America	O'Sheas Casino (Design)	Registered	1692034	6/9/1992