

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greate Bay Hotel and Casino, Inc.		07/22/2004	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	ACE Gaming, LLC		
Composed Of:	COMPOSED OF Not Applicable		
Street Address:	Indiana Avenue and Brighton Park		
City:	Atlantic City		
State/Country:	NEW JERSEY		
Postal Code:	08401		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2856962	FASTPAY	
CORRESPONDENCE DATA			
Fax Number:	(215)299-2150		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-299-2016		
Email:	tfall@foxrothschild.com		
Correspondent Name:	Tristram R. Fall, III, Esquire		
Address Line 1:	2000 Market Street		
Address Line 2:	10th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	FASTPAY [ACE GAMING]		
NAME OF SUBMITTER:	Tristram R. Fall, III		
Signature:	/Tristram R. Fall, III/		

CH \$40.00 2856962

Date:

08/21/2006

Total Attachments: 5

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OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Greate Bay Hotel and Casino, Inc., a corporation organized and existing under the laws of the State of New Jersey, having a place of business at c/o Sands Hotel & Casino, Indiana Avenue & Brighton Park, Atlantic City, New Jersey 08401 (“Assignor”), is the owner of all right, title and interest to the trademarks annexed hereto as Schedule A and all related intellectual property rights (collectively, the “Intellectual Property”); and

WHEREAS, ACE Gaming, LLC, a New Jersey limited liability company, having offices at c/o Sands Hotel & Casino, Indiana Avenue & Brighton Park, Atlantic City, New Jersey 08401 (“Assignee”), is desirous of acquiring the Intellectual Property and the goodwill associated therewith;

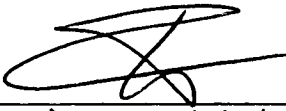
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, conveys, transfers, delivers, sets over and vests to and in Assignee, its successors and assigns, absolutely and forever, all right, title and interest, in and to the Intellectual Property owned by Assignor, including U.S. and Foreign trademark registrations, applications and renewals; trade names; trade secrets; copyrights; domain names; letters patent and applications for letters patent; design patents; source code; software; and all other means necessary to use such property in connection with the business of Assignor and the Intellectual Property. Assignor hereby hereby sells, assigns, conveys, transfers, delivers, sets over and vests all the Intellectual Property, together with the goodwill of the business; all income, royalties, damages and payments now or hereafter due or payable in respect to the Intellectual Property, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the Intellectual Property and the rights thereto.

Following the execution of this Omnibus Assignment of Intellectual Property and at Assignee's reasonable request, Assignor shall provide Assignee with whatever reasonable assistance is required in the preparation of all other assignment documents, if any, necessary to confirm and effect the assignment and transfer to Assignee of all of Assignor's right, title, and interest in all of Assignor's applications and registrations as set forth in Schedule A, and all related goodwill. At the request of Assignee, Assignor shall execute, and shall designate a responsible person (as applicable) who shall in the future, timely execute and deliver (following receipt of the Payment for the costs thereof) all such assignment documents to Assignee. Until such time as all of the Assignments of Assignor's Intellectual Property as set forth in the annexed Schedule A are duly recorded with the United States Patent and Trademark Office (the "Interim Period"), Assignor acknowledges and confirms that Assignee shall, in any event, be deemed hereunder and in accordance with the terms and conditions of the Omnibus Assignment of Intellectual Property, to be the owner of Assignor's Intellectual Property.

If it shall be necessary to record this Omnibus Assignment of Intellectual Property, or other confirmatory documentation during the Interim Period, or in the event that any of Assignor's Intellectual Property shall become due for any maintenance filings or other recordations during the Interim Period, Assignor shall likewise cooperate with Assignee's requests and hereby consent and grant to Assignee the right to take whatever action is necessary, in Assignee's judgment, and at Assignee's expense, to maintain and enforce all registrations and other filings. All recordations and filings of Assignments of Assignor's Intellectual Property and other materials confirming ownership by Assignee shall be made at Assignee's expense.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed in its corporate name by its duly authorized officer this 22nd day of July, 2004.

GREATE BAY HOTEL AND CASINO, INC.

By: 
Name: Douglas Niethold
Title: Vice President Finance,
Chief Financial Officer, and
Principal Accounting officer

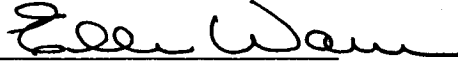
STATE OF NEW YORK)

)ss.:

COUNTY OF NEW YORK)

ACKNOWLEDGMENT

On this 22nd day of July, 2004, before me came Douglas S. Niethold, who stated that he is the Vice President Financing, Chief Financial Officer and Principal Accounting Officer of Greate Bay Hotel and Casino, Inc. and acknowledged that he executed the above instrument as the act and deed of Greate Bay Hotel and Casino, Inc. with full authority to do so.



Notary Public

ELLEN WARREN
NOTARY PUBLIC, State of New York
No. 31-4847374
Qualified in New York County
Commission Expires July 31, 2005

SCHEDULE A

Federally Registered/Pending Trademarks

<u>Mark</u>	<u>Appl./Reg. No.</u>
Sands (stylized)	A 78/229,774
Fastpay	R 2,856,962

Common Law Trademarks

Mark

Swingers