

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIT Lending Services Corporation, as Administrative and Collateral Agent		10/19/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Marshall Retail Group, LLC		
<b>Street Address:</b>	5385 Wynn Road		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89118		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2064742	WELCOME TO LAS VEGAS	
Registration Number:	3013209	MARSHALL ROUSSO	
Registration Number:	3010993	MARSHALL · ROUSSO	
Registration Number:	3356061	CARINA	
Registration Number:	3040540	MISURA PER ME	
Registration Number:	3206155	ALONG CAME A SPIDER	
Serial Number:	78858715	BRATS	
Registration Number:	3509775	SATISFY MY SOLE	
Registration Number:	3605268	BRATS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)902-1061		
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@kattenlaw.com		

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**TRADEMARK  
 REEL: 004645 FRAME: 0737**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-50
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	10/21/2011

**Total Attachments: 4**

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## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 19, 2011, by CIT LENDING SERVICES CORPORATION, as Administrative and Collateral Agent (“Agent”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreements (as defined below).

### WITNESSETH:

WHEREAS, The Marshall Retail Group, LLC, a Delaware limited liability company, (“Grantor”) and Agent are parties to (i) that certain Security Agreement (Trademarks) dated as of April 16, 2007 and (ii) that certain Security Agreement (Trademarks) dated as of September 12, 2008 (the “Security Agreements”), pursuant to which Grantor granted a security interest to Agent in certain registered trademarks and trademark applications (“Trademarks”) and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Security Agreements were recorded by the Trademark Division of the United States Patent and Trademark Office on (i) April 17, 2007, at Reel 3523, Frame 0881 and on (ii) December 5, 2008 at Reel 3898, Frame 0173; and

WHEREAS, Grantor has requested that Agent release its security interest in the Trademarks and Trademark Rights and reassign any and all rights in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

(i) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(ii) the applications and registrations thereof;

(iii) all goodwill of the business symbolized by each such Trademark;  
and

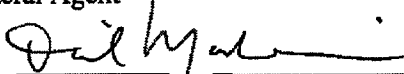
(iv) all proceeds of the foregoing, including, without limitation, any and all causes of action which may exist by reason of infringement thereof.

2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**CIT LENDING SERVICES  
CORPORATION**, as Administrative and  
Collateral Agent

By:   
Name: David Manheim  
Title: Vice President

Trademark Release and Reassignment

**TRADEMARK**  
**REEL: 004645 FRAME: 0741**

**SCHEDULE 1**

**U.S. Registered Trademarks**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
WELCOME TO LAS VEGAS	75058395	2/15/96	2064742	5/27/97
MARSHALL ROUSSO	78440002	6/23/04	3013209	11/8/05
MARSHALL ROUSSO	78440011	6/23/04	3010993	11/1/05
CARINA	78440027	6/23/04	3356061	12/18/07
MISURA PER ME	78440040	6/23/04	3040540	1/10/06
ALONGCAME A SPIDER	78858693	4/11/06	3206155	2/6/07
BRATS	78858715	4/11/06	N/A	N/A
SATISFY MY SOLE	77302785	10/12/07	3509775	9/30/08
BRATS	77457561	4/24/08	3605268	4/14/09