

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Revel Entertainment Group, LLC		02/17/2011	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Revel Group, LLC		
<b>Street Address:</b>	500 Boardwalk		
<b>City:</b>	Atlantic City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08401		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4184439	REVEL	
<b>Registration Number:</b>	4196051	REVEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4103328785		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	4103328784		
<b>Email:</b>	sflax@saul.com		
<b>Correspondent Name:</b>	Sherry Flax		
<b>Address Line 1:</b>	500 E. Pratt St.		
<b>Address Line 2:</b>	Saul Ewing LLP		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		
<b>NAME OF SUBMITTER:</b>	Sherry Flax		
<b>Signature:</b>	/sherry flax/		

OP \$65.00 4184439

Date:

03/07/2013

**Total Attachments: 8**

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**TRADEMARK ASSIGNMENT**

TRADEMARK ASSIGNMENT ("Assignment") effective the 17<sup>th</sup> day of February, 2011, made by REVEL ENTERTAINMENT GROUP, LLC, a New Jersey limited liability company (the "Assignor"), and REVEL GROUP, LLC, a Delaware limited liability company (the "Assignee").

**RECITALS**

WHEREAS, Assignor is the operator of the beachfront resort casino development project known as Revel that is under construction on approximately 19.5 +/- acres of land in the City of Atlantic City, New Jersey (the "Project") and Assignor is the owner of, among other things, the intellectual property, Domain Names and Trademarks (as defined herein) that relate to Assignor's and its affiliates' business as associated with the Project;

WHEREAS, Assignor intends hereby to assign to Assignee all rights, title and interests in and to the internet addresses and domain names used by Assignor in association with the Project together with any and all goodwill symbolized therewith including, but not limited to those listed on Schedule A attached hereto, as such schedule may be supplemented, modified, and amended from time to time, (collectively the "Domain Names");

WHEREAS, Assignor intends hereby to assign to Assignee all rights, title and interests in and to the trademarks, trade names, trade dress, service marks, logos, names, slogans, characters, symbols and designs (whether registered or unregistered, common-law or otherwise) associated with the Project, registrations and applications for registration of the foregoing as well as, without limitation, foreign counterparts together with any and all goodwill symbolized therewith

including, but not limited to those listed on Schedule B attached hereto, as such schedule may be supplemented, modified, and amended from time to time, (collectively the "Trademarks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights in and to the Domain Names and Trademarks, including, but not limited to, the following:

- (a) 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 or injury to the Domain Names and Trademarks or the registrations thereof or such associated goodwill;
- (b) the right to secure registrations therein in Assignee's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and
- (c) the right to determine, in Assignee's sole discretion whether or not any registrations or applications for registration of the Domain Names and Trademarks shall be preserved and maintained or registered.

Notwithstanding anything to the contrary herein, this Assignment shall not grant, transfer, assign, sell, convey or relinquish to Assignee any trademark applications filed on an intent-to-use basis by Assignor with the United States Patent and Trademark Office, or any common law

rights relating thereto, unless and until a statement of use is filed for such intent-to-use trademark applications, at which time such trademarks shall be deemed to be assigned hereunder.

2. Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in this Assignment, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Domain Names and Trademarks and to defend and compromise any and all actions, suits and proceedings in respect of any of said Domain Names and Trademarks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

3. Further Assurances. Upon the request of Assignee or in case for any reason the Power of Attorney set forth in this Assignment hereof is insufficient to effect the assignment set forth herein or effect any other purpose set forth in this Assignment, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment contained in this Assignment and the purposes set forth herein.

4. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns.

5. Governing Law. This assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of New York, without giving effect to principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument as of the date first stated above by its officer thereunto duly authorized.

Revel Entertainment Group, LLC

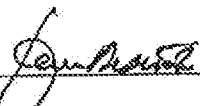
By:  \_\_\_\_\_

Name: Alan Greenstein

Title:

Acknowledged and Agreed:

Revel Group, LLC

By:  \_\_\_\_\_

Name: Kevin G. DeSanctis

Title: manager

Schedule A to Trademark Assignment

The following domain names, excluding any common law rights that correspond with any intent-to-use trademark applications filed or owned by Assignor with the United States Patent and Trademark Office unless and until a statement of use is filed for such intent-to-use trademark applications, in which event such common law rights shall automatically and without the need for further action by any party be included and assigned to Assignee:

REVELENTERTAINMENT.COM  
REVELINAC.COM



Schedule B to Trademark Assignment

The following federal trademarks applications including any common-law rights associated therewith, only if and when a statement of use is filed with the United States Patent and Trademark Office, in which event such federal trademark applications shall automatically and without the need for further action by any party be included as Trademarks and assigned to Assignee:

<u>Mark</u>	<u>Intent to Use Application No.</u>	<u>Filing Date</u>
REVEL ENTERTAINMENT GROUP	85/023,402	April 26, 2010
REVEL	85/023,407	April 26, 2010
REVEL ENTERTAINMENT	85/023,413	April 26, 2010
REVEL ENTERTAINMENT (STYLIZED)	85/023,416	April 26, 2010
DETOX BY DAY/RETOX BY NIGHT	85/023,418	April 26, 2010

Each of the above trademark applications covers the following services in the following international classes, respectively:

<u>International Class</u>	<u>Services</u>
036	Charitable fundraising
039	Travel agency services, namely, making reservations and booking for transportation
041	Casino services, namely, gambling and betting services
043	Resort hotel services; restaurant services; bar services; cocktail lounge services; providing convention facilities; travel agency services, namely, making reservations and booking for temporary lodging
044	Beauty salon services; health spa services, namely, cosmetic body care services; health spa services for health and wellness of the body and spirit offered at a health resort

Schedule B to Trademark Assignment - continued

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Classes</u>
REVEL	85/976,966	April 26, 2010	July 31, 2012	4,184,439	<p>IC 041 - Casino services, namely, gambling and betting services.</p> <p>IC 043 - Resort hotel services; restaurant services; bar services; cocktail lounge services; providing convention facilities; travel agency services, namely, making reservations and booking for temporary lodging.</p> <p>IC 044 - Beauty salon services; health spa services, namely, cosmetic body care services; health spa services for health and wellness of the body and spirit offered at a health resort.</p>
REVEL & Design	85/977,025	May 19, 2011	August 21, 2012	4,196,051	<p>IC 041 - casino services, namely, gambling and betting services.</p> <p>IC 043 - resort hotel services; restaurant services; bar services; cocktail lounge services; providing convention facilities; travel agency services, namely, making reservations and booking for temporary lodging.</p> <p>IC 044 - beauty salon services; health spa services, namely, cosmetic body care services; health spa services for health and wellness of the body and spirit offered at a health resort.</p>