

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REVEL ACQUISITION GROUP, LLC		08/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	REVEL GROUP, LLC		
Street Address:	4 Equestrian Drive		
City:	Smithville		
State/Country:	NEW JERSEY		
Postal Code:	08205		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85931630	HIP STITCH	
Serial Number:	85876957	DENIM HABIT	
Registration Number:	2588379	NATIONAL JEAN COMPANY	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	31153/1		

NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/Mark S. Leonardo/
Date:	08/28/2013
Total Attachments: 11 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif source=IP Security Agreement#page10.tif source=IP Security Agreement#page11.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated as of August 19, 2013, is made and entered into by and among Revel Acquisition Group, LLC, a Delaware limited liability company (together with any other entity that may become a party hereto as provided herein, each a “**Grantor**” and collectively, the “**Grantors**”) and Revel Group, LLC (“**Secured Party**”).

WITNESSETH:

WHEREAS, the Grantors and the Secured Party are entering into a Secured Promissory Note dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note**”).

WHEREAS, the Grantors and the Secured Party are party to that certain Security Agreement dated as of the date hereof by and among Grantor and Secured Party (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, consideration of the foregoing premises, the Grantors hereby agree with the Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Security Agreement.

Section 2. Grant of Security. Each Grantor hereby grants to the Secured Party for the ratable benefit of the Secured Party a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

(a) All now owned or existing or hereafter arising United States and foreign trademark and service mark registrations, applications, and licenses, including without limitation, those set forth on Exhibit A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks and service mark applications but excluding any United States intent-to-use trademark application prior to the filing of a “Statement of Use” (pursuant to Section 1(d) of the Lanham Act) or “Amendment to Allege Use” (pursuant to Section 1(c) of the Lanham Act) in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the “**Trademarks**”);

(b) All now owned or existing or hereafter arising United States, international and foreign patents, patent applications, utility models, and statutory invention registrations, including, without limitation, those set forth on Exhibit B annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such patents, patent applications, utility models and statutory invention registrations (the “**Patents**”);

(c) any and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of the Patents, all inventions in the Patents, and all rights provided in the Patents by international treaties or conventions and all improvements thereto;

(d) any license agreement, permit, authorization or franchise, whether with respect to the Patents or the Trademarks or with respect to the patents, trademarks, trade secrets, computer software or other proprietary right of any other Person, and all income, royalties and other payments now or hereafter due and/or payable to such Grantor with respect thereto, subject, in each case, to the terms of such license agreements, permits, authorizations and franchises (collectively, the “**Licenses**”); provided, however, that to the extent that the consent of any other party to any of the Licenses is required, under the terms thereof, for the collateral assignment thereof, then this IP Security Agreement shall not affect any collateral assignment of (or otherwise be applied so as to cause a default under) such Licenses;

(e) any and all causes of action for past, present and future infringement or breach of the Trademarks, Patents and any other Collateral, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(f) any and all proceeds and products of the foregoing.

Section 3. Representations and Covenants of the Grantors. The representations and warranties set forth in Section 3 of the Security Agreement as they relate to each Grantor or in the Loan Documents to which such Grantor is a party, each of which is hereby incorporated herein by reference, are true and correct, and the Secured Party shall be entitled to rely on each of them as if they were fully set forth herein. Each Grantor shall observe and comply with all covenants provided in Section 4 of the Security Agreement or in any other Loan Documents to which such Grantor is a party, as they relate to such Grantor and/or the Collateral, and shall take, or shall refrain from taking, as the case may be, each action that is necessary to be taken or not taken, as the case may be, so that no Default or Event of Default is caused by the failure to take such action or to refrain from taking such action by such Grantor or any of its Subsidiaries.

Section 4. Submission to Jurisdiction. Each of the Grantors and Secured Party hereby agrees that this IP Security Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to its conflict of law principles.

Section 5. Waiver of Jury Trial. Each of the Grantors and Secured Party hereby waives any right to a trial by jury in any action to enforce or defend any right under this IP Security Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this IP Security Agreement and agrees that any action will be tried before a court and not before a jury.

Section 6. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 7. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall be deemed to be an original and all of which taken

together shall constitute one and the same agreement. Delivery of an executed counterpart of this IP Security Agreement by facsimile or other electronic transmission shall be equally effective as delivery of an original executed counterpart of this Guaranty.

Section 8. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Note. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Note, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Note, the provisions of the Security Agreement or the Note, as applicable, shall govern.

Section 9. Future Rights. In the event that any Grantor (a) subsequently registers any Trademark and/or Patent with the United States Patent and Trademark Office or with any state authority, or an application is filed therefor, or (b) shall obtain rights to any new Intellectual Property, such Grantor undertakes to promptly provide the Secured Party with written notice thereof and evidence of such application and/or registration to the Secured Party and its counsel. The Collateral so registered by any Grantor in the future is deemed to be described in Exhibit A and B annexed hereto, and the Secured Party may record this IP Security Agreement against each such item and in connection with any such changes. Each Grantor shall promptly cooperate with the Secured Party in modifying Exhibits A and B. Each Grantor agrees that it will join with the Secured Party in executing and, at its own expense, will file and refile, or permit the Secured Party to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this IP Security Agreement), in such offices (including, without limitation, the United States Patent and Trademark Office and appropriate state trademark offices), as the Secured Party may reasonably deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Secured Party for its benefit hereunder. Each Grantor hereby authorizes the Secured Party to file financing statements and amendments, relative to all or any part thereof, without the signature of such Grantor where permitted by law and agrees to do such further acts and things, and to execute and deliver to the Secured Party such additional assignments, agreements, powers and instruments, as the Secured Party may require to carry into effect the purposes of this Agreement or better to assure and confirm unto the Secured Party its respective rights, powers and remedies hereunder. Each Grantor shall, upon the request of the Secured Party, and hereby authorizes the Secured Party to, take any and all such actions as may be deemed necessary by the Secured Party to perfect and preserve the rights and interests granted to the Secured Party for the benefit of itself with respect to the Intellectual Property wherever located. All of the foregoing shall be at the sole cost and expense of such Grantor. This Section is not intended to cover any Intent to Use trademark applications filed by any Grantor.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its representative thereunto duly authorized as of the date first above written.

GRANTOR:

REVEL ACQUISITION GROUP, LLC

By: Revel Group, LLC, a Delaware limited liability company, its Manager

By: 

Name: Michael C. Garrity
Title: Authorized Signatory

SECURED PARTY:

SECURED PARTY:

REVEL GROUP, LLC, a Delaware limited liability company

By: 

Name: Michael C. Garrity
Title:

EXHIBIT A

Service Marks

National Jean Company

Trademarks

Denim Habit – pending

Hip Stitch, Serial No. 85-931,630 – Notice of Publication issued July 24, 2013, for publication August 13, 2013

National Jean Company – per United States Patent and Trademark Office website, abandoned

National Jean Kids – per United States Patent and Trademark Office website, abandoned

Trade Names

National Jean Company

National Jean Kids

Logo

Non-registered National Jean Company logo.


Non-registered Denim Habit logo.


Websites

www.nationaljeancompany.com



www.denimhabit.com

Owner	Serial Number	Reg. Number	Trademark	Goods/Services	Status at USPTO
NJC Holdings, LLC	85876957	N/A	DENIM HABIT	IC 035: ON-LINE RETAIL STORE SERVICES FEATURING CLOTHING, APPAREL, AND ACCESSORIES INCLUDING DENIM CLOTHING, APPAREL AND ACCESSORIES; RETAIL STORE SERVICES FEATURING CLOTHING, APPAREL, AND ACCESSORIES INCLUDING DENIM CLOTHING, APPAREL AND ACCESSORIES.	PUBLISHED ON 8-7-2013
NJC Holdings, LLC	85931630	N/A	HIP STITCH	IC 025: BELTS; BLOUSES; DRESSES; FOOTWEAR; HATS; JACKETS; JEANS; PANTS; SHIRTS; SHOES; SHORTS; SKIRTS; SLEEPWEAR; SOCKS; SUITS; T-SHIRTS; UNDERGARMENTS	PUBLISHED ON 8-13-2013
National Jean Franchise Corporation	76317028	2588379	NATIONAL JEAN COMPANY	IC 035: RETAIL CLOTHING STORE SERVICES	REGISTERED
NJC Holdings, LLC	N/A	N/A	NATIONAL JEAN COMPANY LOGO NATIONALJEANCOMPANY	N/A	COMMON LAW

NJC Holdings, LLC	N/A	N/A	DENIM HABIT LOGO 	NJC Holdings, LLC	N/A
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NJC Holding, LLC	85238179	N/A	DYLAN ALEXA	IC 025: WOMEN'S CLOTHING, NAMELY, SHIRTS, DRESSES, SKIRTS, BLOUSES	DEAD
NJC Holdings, LLC	85228127	N/A	DENIM HABIT	IC 035: RETAIL CLOTHING BOUTIQUES; RETAIL CLOTHING STORES	DEAD
National Jean Company Corp.	78929490	N/A	AMERICAN JEAN COMPANY	IC 035: RETAIL CLOTHING STORE SERVICES	DEAD
National Jean Company Corp.	78779043	N/A	NATIONAL JEAN KIDS	IC 035: RETAIL CLOTHING STORE SERVICES	DEAD
National Jean Franchise Corporation	77876495	N/A	NATIONAL JEAN COMPANY KIDS	IC 035: RETAIL CLOTHING STORE SERVICES; ONLINE RETAIL CLOTHING STORE SERVICES	DEAD
National Jean Franchise Corporation	77852561	N/A	NJC RELAXED njc  relaxed	IC 025: CLOTHING, NAMELY, CASUAL T-SHIRTS, TANK TOPS, DRESSES, SKIRTS, SHORTS, PANTS AND BLOUSES	DEAD

National Jean Franchise Corporation	77852495	N/A	NJC BOUTIQUE njc  boutique	IC 025: CLOTHING, NAMELY, CONTEMPORARY DRESSES, BLOUSES, SKIRTS,	DEAD
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				PANTS, SWEATERS AND JACKETS	
National Jean Franchise Corporation	77852481	N/A	NJC VINTAGE njc  vintage	IC 025: CLOTHING, NAMELY, SWEATSHIRTS, SWEATPANTS, SHORTS, SKIRTS, JACKETS, T- SHIRTS, AND TANK TOPS	DEAD
National Jean Franchise Corporation	77852468	N/A	NJC BASIC njc  basic	IC 025: CLOTHING, NAMELY, T- SHIRTS, TANK TOPS, LEGGINGS AND CARDIGANS	DEAD
National Jean Franchise Corporation	77765797	N/A	50/50	IC 025: CLOTHING	DEAD
National Jean Franchise Corporation	77722673	N/A	FLORI	IC 025: CLOTHING, NAMELY, SWEATERS AND TOPS	DEAD

National Jean Franchise Corporation	77030134	N/A	LIVE NATTY	IC 035: RETAIL CLOTHING STORE SERVICES FOR MEN'S AND WOMEN'S APPAREL	DEAD
National Jean Franchise Corporation	77015420	N/A	NATIONAL JEAN COMPANY	IC 035: RETAIL CLOTHING STORE SERVICES	DEAD

Intellectual Property Licenses and Sublicenses

NJC Holdings, LLC has licensed the right to use the National Jean Company and National Jean Kids marks to NJC Boston, LLC and NJC Newbury Street, LLC.

NJC Holdings, LLC has licensed the right to use the Denim Habit trade name and point of sale software to Denim Habit AC, LLC.

EXHIBIT B

None.