

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMG Boardwalk, LLC		03/01/2013	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	REVEL GROUP, LLC		
Street Address:	375 Park Avenue, Suite 2607		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85571661	HQ NIGHTCLUB	
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:	31153/5		
NAME OF SUBMITTER:	Mark S. Leonardo		
Signature:	/Mark S. Leonardo/		

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TRADEMARK
REEL: 005114 FRAME: 0883

Date:

09/20/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (“Assignment”) effective the 1st day of March, 2013, made by AMG Boardwalk, LLC, a Nevada limited liability company (the “Assignor”), and REVEL GROUP, LLC, a Delaware limited liability company (the “Assignee”).

RECITALS

WHEREAS, Assignor is the operator of a nightclub known as HQ NIGHTCLUB (the “Nightclub”) operating within the Revel casino and resort in Atlantic City, New Jersey;

WHEREAS, Assignor is the owner of certain Trademarks (as defined herein) that relate to Assignor’s business as associated with the Nightclub;

WHEREAS, Assignor intends hereby to assign to Assignee all worldwide rights, title and interests in and to the Trademarks including any application for registration and any common law rights relating thereto used by Assignor in association with the Nightclub together with any and all goodwill symbolized therewith including, but not limited to those listed on **Schedule A** attached hereto (hereinafter the “Trademarks”);

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 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 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 Trademarks shall be preserved and maintained or registered.

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 Trademarks and to defend and compromise any and all actions, suits and proceedings in respect of any of said 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 Jersey, without giving effect to principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

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

AMG Boardwalk, LLC

By:  2/1/13

Name: Neil Moffitt
Title: Chief Executive Officer

Schedule A to Trademark Assignment

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Class</u>
HQ NIGHTCLUB	85/571,661	March 16, 2012	IC 041: Night club

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