

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM305658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atlantic City Country Club 1, LLC		04/15/2014	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	ACCC Properties, LLC
Street Address:	727 Landis Avenue
City:	Vineland
State/Country:	NEW JERSEY
Postal Code:	08360
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3586996	ATLANTIC CITY COUNTRY CLUB

CORRESPONDENCE DATA

Fax Number: 8566927714
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
 Phone: 856-696-1500
 Email: dromanini@tgrlaw.com
 Correspondent Name: Dante J. Romanini
 Address Line 1: 727 Landis Avenue
 Address Line 4: Vineland, NEW JERSEY 08360

NAME OF SUBMITTER:	Dante J. Romanini
SIGNATURE:	/Dante J. Romanini/
DATE SIGNED:	05/27/2014

Total Attachments: 3

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OP \$40.00 3586996

April 15, 2014

TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between **Atlantic City Country Club 1, LLC**, ("Assignor") and **ACCC Properties, LLC** ("Assignee").

WHEREAS, Assignor is the owner, by assignment, of the actual trademark identified as follows: "Atlantic City Country Club", USPTO registration number 3586996, registration date March 10, 2009, and as more fully set forth on Exhibit A attached hereto (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW therefore, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor the sum of One Dollar (\$1.00) the receipt of which is hereby acknowledged by Assignor.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

(a) Assignor has the right, power and authority to enter into this Agreement and this Agreement is valid, binding and enforceable in accordance with its terms; and

(b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark, the Trademark is free of any liens, security interests, encumbrances or licenses and does not infringe the rights of any person or entity and there are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;

(b) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof and may be amended only by a written agreement signed by both parties.

6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term,

provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of State of New Jersey.

Atlantic City Country Club 1, LLC (Assignor)



Eric Hession, Treasurer

Title: _____

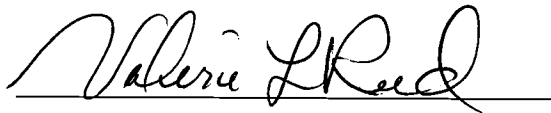
Dated: 04/09/2014

STATE OF NEVADA :

: ss.

COUNTY OF CLARK :

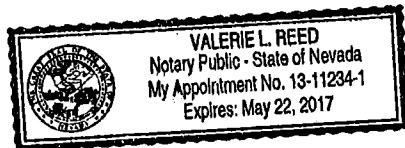
I CERTIFY that on this 9th day of April, 2014, Eric Hession personally came before me and stated to my satisfaction, that he is the Treasurer of Atlantic City Country Club 1, LLC, a New Jersey limited liability company (the "Company"), the Grantor named herein, and he signed and delivered this Deed as such officer as the Company's valid and voluntary act and deed.




Notary Public

My Commission Expires: 05/22/2017

(AFFIX NOTARY STAMP/SEAL)



ACCC PROPERTIES, LLC (Assignee)



By: Chester J. Ottinger, Jr.

Title: Manager

Dated 4/15/2014