

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478812

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACOWRE, LLC		06/04/2018	Limited Liability Company: DELAWARE
AC OCEAN WALK LLC		06/04/2018	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87750795	OCEAN RESORT CASINO	
Serial Number:	87762883	OCEAN RESORT CASINO	
Serial Number:	87777067	OCEAN AC	
Serial Number:	87777060	OCEAN RESORT CASINO ATLANTIC CITY	
CORRESPONDENCE DATA			
Fax Number:	2125046666		
<i>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.</i>			
Phone:	2125046000		
Email:	jennifer.chick@cwt.com		
Correspondent Name:	Cadwalader, Wickersham & Taft LLP		
Address Line 1:	200 Liberty Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	94987.307		
NAME OF SUBMITTER:	Jennifer A. Chick		
SIGNATURE:	/Jennifer A. Chick/		
DATE SIGNED:	06/21/2018		

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Total Attachments: 8

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EXHIBIT A

FORM OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated June 4, 2018, is made by **ACOWRE, LLC**, a Delaware limited liability company, having its principal place of business at 500 Boardwalk, Atlantic City, New Jersey 08401, and **AC OCEAN WALK LLC**, a New Jersey limited liability company, having its principal place of business at 500 Boardwalk, Atlantic City, New Jersey 08401 (collectively, “**Pledgor**”), in favor of **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a banking association chartered under the laws of the United States of America, having an address at 383 Madison Avenue, New York, New York 10179 (together with its successors and assigns, “**Lender**”).

WHEREAS, the Lender has entered into certain loan documents, each dated as of June 4, 2018 (collectively, as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Documents**”), pursuant to which the Lender has agreed to make a loan to certain Pledgor, secured by the liens and security interests of certain security agreements.

WHEREAS, in connection with the Loan Documents, the Pledgor and the Lender have entered into the Intellectual Property Security Agreement, dated June 4, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce the Lender to make the loan specified in the Loan Documents.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Pledgor has granted to Lender a security interest in, among other property, certain intellectual property of the Pledgor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

SECTION 1. Grant of Security. The Pledgor hereby grants to the Lender a security interest in all of such Pledgor’s right, title and interest in and to the following (the “**Collateral**”):

(a) the United States Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;

(b) the United States registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending, which are set forth in Schedule B hereto; and

(c) the United States registrations of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Pledgor under this IP Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to Pledgor, the payment of all amounts that constitute part of the Debt and that would be owed by such Pledgor to Lender under the Loan Documents but for the fact that such Debt is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Pledgor.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The Pledgor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. 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 taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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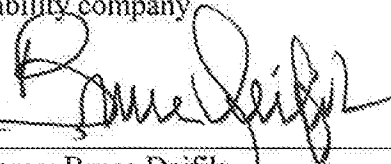
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PLEDGOR:

ACOWRE, LLC, a Delaware limited liability company

By: 
Name: Bruce Deifik
Title: Authorized Signatory

AC OCEAN WALK LLC, a New Jersey limited
liability company

By: 
Name: Bruce Deifik
Title: Authorized Signatory

LENDER:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a banking association
chartered under the laws of the United States
of America


By: 

Name: Simon B. Burce
Title: Vice President

SCHEDULE A – PATENTS

None.

SCHEDULE B – TRADEMARKS

Trademark	Owner	Class(es)	Reg. No./ Appl. No.	Reg. Date/ Filing Date	Status
OCEAN RESORT CASINO	AC Ocean Walk, LLC	9, 25, 28, 35, 41, 43, 44, 45	87/750,795	Jan. 10, 2018	Pending, 1(b)
	AC Ocean Walk, LLC	9, 25, 28, 35, 41, 43, 44, 45	87/762,883	Jan. 19, 2018	Pending, 1(b)
OCEAN AC	AC Ocean Walk, LLC	28, 41, 43	87/777,067	Jan. 30, 2018	Pending, 1(b)
OCEAN RESORT CASINO ATLANTIC CITY	AC Ocean Walk, LLC	28, 41, 43	87/777,060	Jan. 30, 2018	Pending, 1(b)

SCHEDULE C – COPYRIGHTS

None.