

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paragon Gaming Corporation		07/20/2018	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Westgate Las Vegas Resort, LLC		
Street Address:	5601 Windhover Drive		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32819		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5498004	THE INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6159941609		
Email:	justin.mcnaughton@gmlaw.com		
Correspondent Name:	Justin McNaughton		
Address Line 1:	401 West A Street, Suite 1150		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Justin McNaughton		
SIGNATURE:	/Justin McNaughton/		
DATE SIGNED:	12/18/2018		
Total Attachments: 3			
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OP \$40.00 5498004

Trademark Assignment

This Trademark Assignment (this "Assignment"), effective as of July 20, 2018 ("Effective Date"), is between **Paragon Gaming Corporation**, a Nevada corporation with an address at 6650 Via Austi Way, Las Vegas, NV 89119 ("Assignor") and **Westgate Las Vegas Resort, LLC**, a Delaware limited liability company with offices at 5601 Windhover Drive, Orlando, FL 32819 ("Assignee").

WHEREAS, Assignor is the registered owner of all of the right, title and interest in and to the registered trademark for THE INTERNATIONAL, Reg. No. 5498004 (the "Mark"); and

WHEREAS, Assignor has agreed to assign, transfer and sell to Assignee, Assignor's entire right, title and interest in the Mark, and the goodwill associated therewith, and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Mark, and the goodwill associated therewith.

NOW, THEREFORE, for One Dollar (\$1.00) and other fair good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, as of the Effective Date, hereby sells, grants, conveys, transfers, assigns, and delivers to Assignee, its successors, and assigns, Assignor's entire right, title and interest in and to the Mark, including all trademark applications and registrations therefor, the goodwill of the business appurtenant to and associated with the Mark and which is symbolized thereby, as well as any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Mark, all claims and causes of action (in law and/or equity) and the right to sue, counterclaim, recover and collect and retain any proceeds for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Mark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be held, used and enjoyed as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

1. Assignor, as of the Effective Date, agrees to immediately cease using the Marks, except as permitted by that that certain Resort Management Agreement by and between Assignee, NAV-LVH, LLC and Paragon Paradise Management, LLC and/or that certain Casino Lease by and between Assignee, NAV-LVH, LLC and Paragon Paradise Tenant, Inc. and Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

2. Assignor covenants and agrees that, from time to time after the delivery of this Assignment, Assignor shall, promptly upon request and for no additional consideration, make, sign, execute, acknowledge, deliver, undertake and cause to be done such further instruments, actions, conveyances, transfers, assignments, powers of attorney and assurances, and take such other actions as, as may reasonably be requested by the Assignee or its counsel in order more effectively to convey, transfer, assign and vest the Mark to and in the Assignee.

3. Assignor hereby constitutes and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney and attorneys, with full power of substitution, in Assignor's name and stead, but on behalf of and for the benefit of Assignee, its successors and assigns, from time to time, to institute and prosecute in Assignor's name, or otherwise, at the expense and for the benefit of Assignor, its successor and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successor or assigns, may deem proper for the collection and enforcement of any claim or right of any kind hereby contributed, conveyed, transferred, assigned and delivered, or intended so to be, and to do all reasonable acts and things in relation to the Mark. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason whatsoever.

4. The provisions of this Assignment shall be binding upon Assignor and its successors, assigns and legal representatives and shall inure to the benefit of Assignee and its successors, assigns and legal representatives.

5. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Nevada, without giving effect to the principles of conflicts of laws of the State of Nevada and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

6. All notices and other communications hereunder shall be in writing.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a copy via email of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

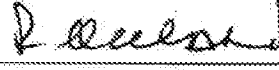
8. Assignor hereby requests and authorizes the Commissioner of Patents and Trademarks, in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Trademarks.

[Signature page follows]

WHEREFORE, the Parties have duly executed this Trademark Assignment effective on the Effective Date above.

Assignor:


Paragon Gaming Corporation

By: 

Its: a-o-o

Assignee:

Westgate Las Vegas Resort, LLC

By: 

Its: C O O

(Trademark Assignment Signature Page)

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RECORDED: 12/18/2018

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