OP \$90.00 4343252

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM581734

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REVEL, INC.		06/16/2020	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Bank of the West
Street Address:	2527 Camino Ramon
City:	San Ramon
State/Country:	CALIFORNIA
Postal Code:	94583
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4343252	REVEL
Registration Number:	4615221	ACHIEVE MORE, TOGETHER
Registration Number:	5839514	R

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC. Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1232670 TM
NAME OF SUBMITTER:	D'Arcy Conrique
SIGNATURE:	/D'Arcy Conrique/
DATE SIGNED:	06/17/2020

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 16, 2020 by and between BANK OF THE WEST (the "Lender") and REVEL, INC., a Washington corporation ("Grantor").

RECITALS

- A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to InfoGain Corporation ("Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between the Lender and Borrower dated as of January 31, 2018 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Grantor has agreed to guaranty the Obligations under, and as defined in, the Loan Agreement, pursuant to the terms of that certain Unlimited Guaranty, repayment of which guaranteed Obligations is secured by that certain Security Agreement, each dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Guaranty Documents"). The Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to the Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Guaranty Documents.
- B. Pursuant to the terms of the Guaranty Documents, Grantor has granted to the Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Guaranty Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty Documents, Grantor grants and pledges to the Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Lender under the Guaranty Documents. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Guaranty Documents and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Guaranty Documents or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Guaranty Documents or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lender, of any or all other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

	GRANIUK:
Address of Grantor:	REVEL, INC.
485 Alberto Way Los Gatos, CA	ву. ДДД.
Attn: Sunil Bhatia Email: sunil@infogain.com	Title: <u>Prasidest</u>
	LENDER:
Address of Lender:	BANK OF THE WEST
2527 Camino Ramon	Ву:
San Ramon, CA 94583	Title

[Signature Page to Intellectual Property Security Agreement]

DMS 15341145

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

	GRANTOR:
Address of Grantor:	REVEL, INC.
485 Alberto Way Los Gatos, CA Attn: Sunil Bhatia Email: sunil@infogain.com	By:
	LENDER:
Address of Lender:	BANK OF THE WEST
2527 Camino Ramon San Ramon, CA 94583	By: 1/1/

[Signature Page to Intellectual Property Security Agreement]

DMS 15341145

EXHIBIT A

Copyrights

None.

DMS 15341145.2

EXHIBIT B

Patents

None.

DMS 15341145.2

EXHIBIT C

Trademarks

Description of Mark	Serial Number	File Date	Registration No.	Registration Date
REVEL	85428690	09/21/2011	4343252	05/28/2013
ACHIEVE MORE, TOGETHER	86136999	12/06/2013	4615221	09/30/2014
Stylized capital letter "R"	88297174	02/11/2019	5839514	08/20/2019

DMS 15341145.2

RECORDED: 06/17/2020