

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REVEL, INC.		12/18/2020	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	BANK OF THE WEST		
Street Address:	300 South Grand Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
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:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1305292		
NAME OF SUBMITTER:	D'Arcy Conrique		
SIGNATURE:	/D'Arcy Conrique/		
DATE SIGNED:	12/18/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 18, 2020 by and between BANK OF THE WEST (the "Administrative Agent") and REVEL, INC., a Washington corporation ("Grantor").

RECITALS

A. Lenders (as defined below) have agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Infogain Corporation ("Borrower") in the amounts and manner set forth in that certain Credit Agreement by and among Borrower, Grantor, as a guarantor, the other guarantors party thereto, the lenders party thereto ("Lenders"), and Administrative Agent in its capacity as administrative agent to the Lenders, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement").

B. Pursuant to the terms of that certain Pledge and Security Agreement by and among Grantor, the other grantors party thereto, and Administrative Agent in its capacity as administrative agent to the Lenders, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"), Grantor has granted to the Administrative Agent 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. Capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the Security Agreement.

C. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Administrative Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under each of the Credit Agreement and the Security Agreement.

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 each of the Credit Agreement and Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under each of the Credit Agreement and the Security Agreement, Grantor grants and pledges to the Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (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 Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Administrative Agent as a matter of law or equity. Each right, power and remedy of the Administrative Agent provided for herein or in the Credit Agreement, Security Agreement 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement, the Security Agreement 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 Administrative Agent, of any or all other rights, powers or remedies.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signatures on following page]

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:

c/o INFOGAIN CORPORATION
485 Alberto Way, Suite 100
Los Gatos, California 95032
Attn: Sunil Bhatia
Email: sunil@infogain.com

REVEL, INC.



By: _____

Title: President & Treasurer

ADMINISTRATIVE AGENT:

Address of Administrative Agent:

BANK OF THE WEST
300 South Grand Ave
Los Angeles, CA 90071
Attention: Daryl R. Krause,
Managing Director - Syndications

BANK OF THE WEST

By: _____

Title: _____

with a copy to:

BANK OF THE WEST
180 Montgomery Street, 9th Floor
San Francisco, CA 94104
Attention: John Dauphin

[Signature Page to Revel, Inc. Intellectual Property Security Agreement]

DMS 18390448

TRADEMARK
REEL: 007139 FRAME: 0416

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:

c/o INFOGAIN CORPORATION
485 Alberto Way, Suite 100
Los Gatos, California 95032
Attn: Sunil Bhatia
Email: sunil@infogain.com

REVEL, INC.

By: _____

Title: _____

Address of Administrative Agent:

BANK OF THE WEST
300 South Grand Ave
Los Angeles, CA 90071
Attention: Daryl R. Krause,
Managing Director - Syndications

ADMINISTRATIVE AGENT:

BANK OF THE WEST

Eric Andersen
By: Eric Andersen

Title: Vice President

with a copy to:

BANK OF THE WEST
180 Montgomery Street, 9th Floor
San Francisco, CA 94104
Attention: John Dauphin

[Signature Page to Revel, Inc. Intellectual Property Security Agreement]

DMS 18390448

TRADEMARK
REEL: 007139 FRAME: 0417

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Description or Word Mark</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
REVEL	4343252	May 28, 2013
ACHIEVE MORE, TOGETHER	4615221	September 30, 2014
A stylized capital letter "R".	5839514	August 20, 2019