

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615738

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF THE WEST		12/18/2020	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	REVEL, INC.		
<b>Street Address:</b>	c/o Infogain, 485 Alberto Way, Suite 100		
<b>City:</b>	Los Gatos		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95032		
<b>Entity Type:</b>	Corporation: WASHINGTON		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4343252	REVEL	
<b>Registration Number:</b>	4615221	ACHIEVE MORE, TOGETHER	
<b>Registration Number:</b>	5839514	R	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1305826 TM Revel		
<b>NAME OF SUBMITTER:</b>	D'Arcy Conrique		
<b>SIGNATURE:</b>	/D'Arcy Conrique/		
<b>DATE SIGNED:</b>	12/21/2020		
<b>Total Attachments: 4</b>			

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TERMINATION AND RELEASE OF  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of December 18 2020, is executed by **BANK OF THE WEST** (the "Lender"), and in favor of **REVEL, INC.**, a Washington corporation ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the IP Security Agreement (defined below) and if not defined therein, shall have the respective meanings given thereto in the Loan Agreement (defined below).

RECITALS

A. WHEREAS, Infogain Corporation and the Lender entered into that certain Loan and Security Agreement dated as of January 31, 2018 (as amended by that certain Waiver and First Amendment to Loan and Security Agreement dated as of September 26, 2019 and further amended by that certain Second Amendment to Loan and Security Agreement dated as of June 16, 2020 and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and the Grantor agreed to guaranty the Obligations under, and as defined in, the Loan Agreement, pursuant to the terms of that certain Unlimited Guaranty dated as of June 16, 2020 by the Grantor, among others, in favor of the Lender, repayment of which guaranteed Obligations is secured by that certain Security Agreement dated as of June 16, 2020 by the Grantor, among others, in favor of the Lender (as the same may be amended, modified or supplemented from time to time, the "Guaranty Documents").

B. WHEREAS, pursuant to the terms of the Guaranty Documents, Grantor executed and delivered to the Lender that certain Intellectual Property Security Agreement, dated as of June 16, 2020 (the "IP Security Agreement"), pursuant to which Grantor granted to Lender a security interest in all of its right, title and interest in, to and under its Intellectual Property Collateral.

C. WHEREAS, the IP Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on June 17, 2020, at Reel/Frame 6973/0071, to evidence the security interest granted under the IP Security Agreement.

D. WHEREAS, as of the date hereof, all of the obligations secured by the security interest granted under the IP Security Agreement have been paid, performed, satisfied and discharged in full and, in connection therewith, Lender agrees to terminate and release its security interest in all of its right, title and interest in and to the Intellectual Property Collateral.

AGREEMENT

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

1. The IP Security Agreement is hereby terminated and of no further force and effect.
2. Lender hereby expressly discharges, terminates and releases its security interest in all right, title and interest of Grantor in, to and under the Intellectual Property Collateral granted pursuant to the IP Security Agreement, including without limitation those trademarks set forth in Exhibit A attached hereto. The undersigned hereby transfers and assigns to the Grantor any and all right, title and interest that the Lender may have obtained in, to and under the Intellectual Property Collateral under the Guaranty Documents and the IP Security Agreement.
3. Lender represents and warrants that it has the full power and authority to execute this Termination.
4. Lender hereby authorizes the Grantor or its authorized representative to record or file this Termination with the Trademark Division of the United States Patent and Trademark Office and/or any other applicable governmental office or agency at the Grantor's sole cost and expense.


5. Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary or desirable to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

*[signature on following page]*

IN WITNESS WHEREOF, Lender has executed and delivered this Termination as of the day and year first above written.

**SECURED PARTY**

**BANK OF THE WEST**

By: 

Name: Eric Andersen

Title: Vice President

*[Signature Page to IP Termination – Revel, Inc.]*

**EXHIBIT A**  
**TRADEMARKS**

<u>DESCRIPTION OF MARK</u>	<u>SERIAL NUMBER</u>	<u>FILE DATE</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
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