

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	16		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEOC, LLC		01/27/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Showboat Renaissance LLC		
Street Address:	801 Boardwalk		
City:	Atlantic City		
State/Country:	NEW JERSEY		
Postal Code:	08401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1666140	SHOWBOAT	
CORRESPONDENCE DATA			
Fax Number:	2159970266		
<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:	215-997-0248		
Email:	fmazzeo@rmkiplaw.com		
Correspondent Name:	Frank A. Mazzeo		
Address Line 1:	808 Bethlehem Pike		
Address Line 2:	Suite 200		
Address Line 4:	Colmar, PENNSYLVANIA 18915		
NAME OF SUBMITTER:	Frank A. Mazzeo		
SIGNATURE:	/FrankAMazzeo/		
DATE SIGNED:	10/11/2021		
Total Attachments: 3			
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OP \$40.00 1666140

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "*Agreement*") is made and entered into effective as of January ~~27~~²⁷, 2020, by and between CEOC, LLC, a Delaware limited liability company ("*Assignor*"), and Showboat Renaissance LLC, a Delaware limited liability company ("*Assignee*") (referred to individually as a "*Party*" and collectively as the "*Parties*").

WHEREAS, Assignee desires to acquire any and all rights Assignor has or may have in the trademarks or service marks set forth on Schedule A hereto (the "*Marks*"), together with any goodwill of the business associated with the Marks; and

WHEREAS, Assignor has agreed to assign and quitclaim to Assignee any and all rights Assignor has or may have in and to the Marks, together with any goodwill of the business associated with the Marks;

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

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and quitclaims to Assignee, and its successors and assigns, and Assignee hereby accepts, all right, title and interest that Assignor has or may have in and to the Marks, together with any goodwill of the business associated with the Marks. The Parties acknowledge and agree that Assignor is selling, assigning, transferring, and conveying whatever interest Assignor has or may have in the Marks, if any, without any representations or warranties of any kind including as to the validity of the Marks except that Assignor represents and warrants it has not assigned the Marks to any third party and is not aware of any third party claim to same.

2. Restrictions. Assignee agrees, in perpetuity, not to use or seek to register the "Showboat" name or Marks, or any names, trademarks or service marks confusingly similar thereto, in connection with casino or gaming services or the operation of a casino hotel. No subsequent sale, conveyance, assignment or other transfer of the Marks by Assignee or its successors or assigns will be effective (and any such purported transfer shall be void *ab initio*) unless the proposed transferee, in each case, expressly agrees to be bound by the terms of this Paragraph 2.

3. Successors and Assigns. This Agreement shall be binding on, and inure to the benefit of, the Parties and their respective subsidiaries, affiliates, partners and licensees, and any successor or assign of the Marks.


4. Governing law. This Agreement is governed by the laws of the State of New Jersey without giving effect to principles of conflict of laws.

5. Counterparts. This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document will be deemed an original instrument, and all of such counterparts, together, constitute one and the same instrument.

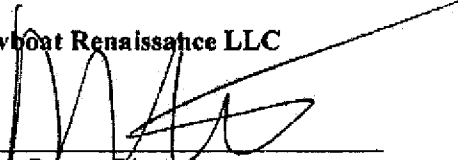
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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date set forth above.

CEOC, LLC

By: 
Name: Eric Hession
Title: CEO

Showboat Renaissance LLC

By: 
Name: Barton Biatstein
Title: Managing Member

SCHEDULE A
TO THE TRADEMARK ASSIGNMENT AGREEMENT

Country	Trademark Name	Status	App. No..	Filing Date	Reg. No.	Registration Date
European Union	Showboat (Block)	Registered	3677457	18-Feb-2004	3677457	08-Jul-2005
Canada	Showboat (Block)	Registered	73308500	16-Jul-1993	TMA519431	16-Nov-1999
United States	Showboat (Script)	Registered	74/104648	10-Oct-1990	1666140	26-Nov-1991
Common Law	Showboat					
Common Law	Surf Bar					