

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CBAM Agency Services, LLC, as collateral agent		07/08/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TCG Senior Funding L.L.C., as collateral agent		
Street Address:	1001 Pennsylvania Avenue NW, Suite 220 South		
Internal Address:	c/o The Carlyle Group		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2186502	INFOGAIN	
Registration Number:	4343252	REVEL	
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:	212.318.6000		
Email:	JeffreyNegron@PaulHastings.com		
Correspondent Name:	Jeffrey Negron		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Jeffrey M. Negron		
SIGNATURE:	/s/ Jeffrey M. Negron		
DATE SIGNED:	07/08/2022		
Total Attachments: 5			
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TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

This **TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") is entered into as of July 8, 2022, by and between **CBAM AGENCY SERVICES, LLC**, in its capacity as the resigning administrative agent (the "Resigning Agent") and **TCG SENIOR FUNDING L.L.C.**, in its capacity as the successor administrative agent ("Successor Agent").

WHEREAS, Resigning Agent is a party to that certain Trademark Security Agreement; terms capitalized but not defined herein shall have the meaning assigned to such term therein) entered into as of July 30, 2021 with INFOGAIN CORPORATION and REVEL INC. (collectively, the "Grantors"), and such Trademark Security Agreement is recorded at Reel/Frame: 007372/0929;

WHEREAS, pursuant to the Trademark Security Agreement, Resigning Agent was granted, for the benefit of the Lenders, a security interest in the Grantors' Trademarks (as defined in the Security Agreement), including the trademarks listed on Schedule A attached hereto;

WHEREAS, pursuant to that certain Successor Agent Agreement dated of even date herewith, Resigning Agent is resigning as Agent and Successor Agent is being appointed as Agent; and

WHEREAS, Resigning Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

Assignment

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreement, including Resigning Agent's security interest in the Grantors' Trademarks.

(b) Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement as if it were the original administrative agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent under the Trademark Security Agreement shall be terminated.

(c) The Resigning Agent further agrees, at the Grantors' request, to (i) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Resigning Agent under the Trademark Security Agreement to the Successor Agent; and (ii) execute and deliver to Successor Agent or Grantors such additional documents and shall provide such additional information as Successor Agent or Borrowers may reasonably request to carry out the terms of this Agreement.

Miscellaneous

(a) Each of the parties hereto hereby agrees from time to time, promptly upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

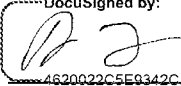
(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

CBAM AGENCY SERVICES, LLC,
in its capacity as the Resigning Agent

By:  _____
Name: **Don Young**
Title: **Partner**

[Signature Page to Trademark Security Interest Agent Agreement]

TRADEMARK
REEL: 007774 FRAME: 0229

TCG SENIOR FUNDING L.L.C.,
in its capacity as the Successor Agent

By: 

Name: Joshua Lefkowitz
Title: Authorized Person

SCHEDULE A

Trademark Registrations

Registered Owner/ Grantor	Trademark	Registration No. or Application No.	Application Date or Registration Date	Status
Infogain Corporation	INFOGAIN	2186502	September 4, 1996	Registered
Revel, Inc.	REVEL	4343252	May 28, 2013	Registered
Revel, Inc.	R in stylized letter	5839514	August 20, 2019	Registered