

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NJC Holdings, LLC		08/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Revel Acquisition Group, LLC		
Street Address:	4 Equestrian Drive		
City:	Smithville		
State/Country:	NEW JERSEY		
Postal Code:	08205		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85876957	DENIM HABIT	
Serial Number:	85931630	HIP STITCH	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	31153/1		
NAME OF SUBMITTER:	Mark S. Leonardo		

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Signature:	/Mark S. Leonardo/
Date:	08/23/2013
<b>Total Attachments: 11</b> source=Trademark Assignment_1#page1.tif source=Trademark Assignment_1#page2.tif source=Trademark Assignment_1#page3.tif source=Trademark Assignment_1#page4.tif source=Trademark Assignment_1#page5.tif source=Trademark Assignment_1#page6.tif source=Trademark Assignment_1#page7.tif source=Trademark Assignment_1#page8.tif source=Trademark Assignment_1#page9.tif source=Trademark Assignment_1#page10.tif source=Trademark Assignment_1#page11.tif	

**EXHIBIT A**

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") effective the 19th day of August, 2013, is by and between NJC Operating Company, LLC, a Delaware limited liability company ("NJC Operating"), NJC Holdings, LLC, a Delaware limited liability company ("NJC Holdings"), J.S.K. Sales Inc., a New York corporation ("J.S.K. Sales"), National Jeans Franchise Corp., a New York corporation ("National Jeans Franchise"), L, M, & N Jericho Turnpike, Inc., a New York corporation ("L, M, & N Jericho"), RCW Holdings, LLC, a Pennsylvania limited liability company ("RCW Holdings"), Rycolb Inc., a New Jersey corporation ("Rycolb"), NJC Online, LLC, a Delaware limited liability company ("NJC Online" and together with NJC Operating, NJC Holdings, J.S.K. Sales, National Jeans Franchise, L, M, & N Jericho, and Rycolb, the "Assignors" and each, an "Assignor"), and Revel Acquisition Group, LLC, a Delaware limited liability company ("Assignee").

**RECITALS**

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 19, 2013 (the "Purchase Agreement"), by and between the Assignors and Assignee and certain additional parties named therein, each Assignor has agreed to assign all of its right, title and interest in the Intellectual Property Assets, Intellectual Property Licenses, and Intellectual Property Registrations (each as defined in the Purchase Agreement, and collectively the "Intellectual Property") to Assignee, and Assignee has agreed to purchase and acquire such Intellectual Property;

WHEREAS, among the Intellectual Property, Assignors are the owners of certain Trademarks (as defined herein) that relate to Assignors' business;

WHEREAS, Assignors intend to hereby assign to Assignee all worldwide rights, title and interests in and to the Trademarks including any registration, application for registration and any and all common law rights relating thereto used by Assignors in association with the business together with any and all goodwill symbolized therewith including, but not limited to those listed on Schedule A attached hereto (hereinafter the "Trademarks");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignors, Assignors hereby agree as follows:

1. Assignment. Assignors hereby grant, transfer, assign, sell, convey and relinquish exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights in and to the Trademarks, including, but not limited to, the following:

- (a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks or the registrations thereof or such associated goodwill;
- (b) the right to secure registrations therein in Assignee's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and
- (c) the right to determine, in Assignee's sole discretion whether or not any registrations or applications for registration of the Trademarks shall be preserved and maintained or registered.

2. Power of Attorney. Assignors do hereby constitute and appoint Assignee, its successors and assigns, Assignors' true and lawful attorney, with full power of substitution for

Assignors, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignors necessary to effect the assignment set forth in this Assignment, and from time to time to institute and prosecute in Assignors' name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Trademarks and to defend and compromise any and all actions, suits and proceedings in respect of any of said Trademarks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignors hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignors in any manner or for any reason.

3. Further Assurances. Upon the request of Assignee or in case for any reason the Power of Attorney set forth in this Assignment hereof is insufficient to effect the assignment set forth herein or effect any other purpose set forth in this Assignment, Assignors agree for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment contained in this Assignment and the purposes set forth herein.

4. Binding Effect; Benefits. This Assignment shall be binding upon the Assignors and its successors and assigns, and shall inure solely to the benefit of the Assignee and its successors and assigns.

5. Governing Law. This assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

**ASSIGNORS:**

**NJC HOLDINGS, LLC**

**NJC OPERATING COMPANY, LLC**

**J.S.K. SALES INC.**

**NATIONAL JEANS FRANCHISE  
CORP,**

**L, M, & N JERICO TURNPIKE,  
INC.**

**RCW HOLDINGS, LLC**

**RYCOLB, INC.**

~~**DEBIT**~~

**NJC ONLINE, LLC**

By Samuel Greenblatt  
Samuel Greenblatt, Co-Chairman

By Wayne Shulick  
Wayne Shulick, President

**ASSIGNEE:**

**Revel Acquisition Group, LLC**

By: Revel Group, LLC, a Delaware  
limited liability company, its Manager

\_\_\_\_\_  
Name: Michael C. Garrity  
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

**ASSIGNORS:**

**NJC HOLDINGS, LLC**

**NJC OPERATING COMPANY, LLC**

**J.S.K. SALES INC.**

**NATIONAL JEANS FRANCHISE  
CORP.**

**L, M, & N JERICHO TURNPIKE,  
INC.**

**RCW HOLDINGS, LLC**

**RYCOLB, INC.**

~~**DENIM HABIT NYC, LLC**~~

**NJC ONLINE, LLC**

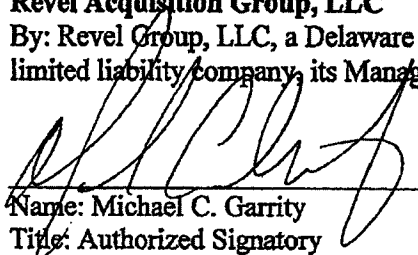
By \_\_\_\_\_  
Samuel Greenblatt, Co-Chairman

By \_\_\_\_\_  
Wayne Shulick, President

**ASSIGNEE:**

**Revel Acquisition Group, LLC**


By: Revel Group, LLC, a Delaware  
limited liability company, its Manager

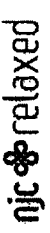
  
\_\_\_\_\_  
Name: Michael C. Garrity  
Title: Authorized Signatory






SCHEDULE A

Owner	Serial Number	Reg. Number	Trademark	Goods/Services	Status at USPTO
NJC Holdings, LLC	85876957	N/A	DENIM HABIT	IC 035: ON-LINE RETAIL STORE SERVICES FEATURING CLOTHING, APPAREL, AND ACCESSORIES INCLUDING DENIM CLOTHING, APPAREL AND ACCESSORIES; RETAIL STORE SERVICES FEATURING CLOTHING, APPAREL, AND ACCESSORIES INCLUDING DENIM CLOTHING, APPAREL AND ACCESSORIES.	PUBLISHED ON 8-7-2013
NJC Holdings, LLC	85931630	N/A	HIP STITCH	IC 025: BELTS; BLOUSES; DRESSES; FOOTWEAR; HATS; JACKETS; JEANS; PANTS; SHIRTS; SHOES; SHORTS; SKIRTS; SLEEPWEAR; SOCKS; SUITS; T-SHIRTS; UNDERGARMENTS	PUBLISHED ON 8-13-2013
National Jean Franchise Corporation	76317028	2588379	NATIONAL JEAN COMPANY	IC 035: RETAIL CLOTHING STORE SERVICES	REGISTERED

NJC Holdings, LLC	N/A	N/A	NATIONAL JEAN COMPANY LOGO	N/A	N/A	COMMON LAW
NJC Holdings, LLC	N/A	N/A	NATIONALJEANCOMPANY	N/A	N/A	COMMON LAW
			DENIM HABIT LOGO 			
NJC Holding, LLC	85238179	N/A	DYLAN ALEXA	N/A	IC 025: WOMEN'S CLOTHING, NAMELY, SHIRTS, DRESSES, SKIRTS, BLOUSES	DEAD
NJC Holdings, LLC	85228127	N/A	DENIM HABIT	N/A	IC 035: RETAIL CLOTHING BOUTIQUES; RETAIL CLOTHING STORES	DEAD

National Jean Company Corp.	78929490	N/A	AMERICAN JEAN COMPANY	IC 035: RETAIL CLOTHING STORE SERVICES	DEAD
National Jean Company Corp.	78779043	N/A	NATIONAL JEAN KIDS	IC 035: RETAIL CLOTHING STORE SERVICES	DEAD
National Jean Franchise Corporation	77876495	N/A	NATIONAL JEAN COMPANY KIDS	IC 035: RETAIL CLOTHING STORE SERVICES; ONLINE RETAIL CLOTHING STORE SERVICES	DEAD
National Jean Franchise Corporation	77852561	N/A	NJC RELAXED 	IC 025: CLOTHING, NAMELY, CASUAL T- SHIRTS, TANK TOPS, DRESSES, SKIRTS, SHORTS, PANTS AND BLOUSES	DEAD

National Jean Franchise Corporation	77852495	N/A	NJC BOUTIQUE  njc  boutique	IC 025: CLOTHING, NAMELY, CONTEMPORARY DRESSES, BLOUSES, SKIRTS, PANTS, SWEATERS AND JACKETS	DEAD
National Jean Franchise Corporation	77852481	N/A	NJC VINTAGE  njc  vintage	IC 025: CLOTHING, NAMELY, SWEATSHIRTS, SWEATPANTS, SHORTS, SKIRTS, JACKETS, T-SHIRTS, AND TANK TOPS	DEAD
National Jean Franchise Corporation	77852468	N/A	NJC BASIC  njc  basic	IC 025: CLOTHING, NAMELY, T-SHIRTS, TANK TOPS, LEGGINGS AND CARDIGANS	DEAD
National Jean Franchise Corporation	77765797	N/A	50/50	IC 025: CLOTHING	DEAD
National Jean Franchise Corporation	77722673	N/A	FLORI	IC 025: CLOTHING, NAMELY, SWEATERS AND TOPS	DEAD

National Jean Franchise Corporation	77030134	N/A	LIVE NATTY	IC 035: RETAIL CLOTHING STORE SERVICES FOR MEN'S AND WOMEN'S APPAREL	DEAD
National Jean Franchise Corporation	77015420	N/A	NATIONAL JEAN COMPANY	IC 035: RETAIL CLOTHING STORE SERVICES	DEAD