

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM19259

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AC Ocean Walk LLC		02/14/2024	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Company Name:	Comerica Bank, as Administrative Agent		
Street Address:	411 W. Lafayette Blvd.		
Internal Address:	Corp Finance, MC 3289		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	Chartered Bank: TEXAS		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	98115580	OCEAN CASINO · RESORT ATLANTIC CITY	
Serial Number:	90287205	OVATION HALL	
Registration Number:	6419194	SKY GARDEN	
Registration Number:	7213404	LINGUINI BY THE SEA	
Registration Number:	7281044	THE SOUP SPOT	
Registration Number:	6416788	OCEAN CASINO RESORT	
Registration Number:	6993138	JINGLE BELL BAR	
Registration Number:	6964457	ZHEN BANG	
Registration Number:	6959093	THE GALLERY BAR, BOOK & GAMES	
Registration Number:	6959950	GO FOR THE WIN!	
Registration Number:	6896375	LUNA'S	
Registration Number:	6419426	OCEAN CASINO RESORT CARES	
Registration Number:	6419248	OCEAN CASINO RESORT	
Registration Number:	6419152	HQ2 NIGHTCLUB	
Registration Number:	6419150	CAFE 500	
Registration Number:	5637661	VILLAIN & SAINT	
CORRESPONDENCE DATA			

CH \$415.00.00 98115580

Fax Number: 2134432926

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.

Phone: 2136175493

Email: jcravitz@sheppardmullin.com

Correspondent Name: Julie Cravitz

Address Line 1: Sheppard, Mullin

Address Line 2: 333 S. Hope St., 43rd Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	032A-343916
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NAME OF SUBMITTER:	Julie Cravitz
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SIGNATURE:	Julie Cravitz
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DATE SIGNED:	02/14/2024
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 14, 2024 (this “**Agreement**”), is made by each of the entities listed on the signature pages hereof (each a “**Debtor**” and, collectively, the “**Debtors**”), in favor of Comerica Bank (“**Comerica**”), as administrative agent for and on behalf of the Lenders (as defined below) (in such capacity, the “**Agent**”).

WITNESSETH:

WHEREAS, AC Beachfront LLC, a Delaware limited liability company, ACOWRE, LLC, a Delaware limited liability company, ACOWMGR, LLC, a Delaware limited liability company, and AC Ocean Walk LLC, a New Jersey limited liability company (each, individually, a “**Borrower**” and, collectively, the “**Borrowers**”) entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with each of the financial institutions from time to time party thereto (collectively, including their respective successors and assigns (and, for the avoidance of doubt, including the Swing Line Lender and the Issuing Lender), the “**Lenders**”) and the Agent;

WHEREAS, each Debtor is a party to that certain Security Agreement dated as of the date hereof, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrowers, Ocean Casino Resort Holdings LLC, a Delaware limited liability company, Agent and other parties thereto pursuant to which each Debtor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Debtor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement, and if such capitalized terms are not defined in the Security Agreement or herein, such capitalized terms shall have the meanings therefor provided in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Debtor, as collateral security for the prompt payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Indebtedness, hereby pledges, assigns, transfers and conveys to the Agent as collateral, and grants the Agent a continuing Lien on and security interest in, all of such Debtor’s right, title and interest in and to the following, whether now owned or hereafter arising or acquired and wherever located (collectively, but excluding any Excluded Assets, the “**Trademark Collateral**”):

- (a) all Trademarks owned by such Debtor, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Debtor Remains Liable. Each Debtor hereby agrees that, anything herein to the contrary notwithstanding, such Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signature delivered by a party via facsimile or other electronic transmission shall be deemed to be an original signature hereto; provided, however, that the facsimile or other electronic transmission shall be promptly followed by an original if required by the Agent. The words "execution", "signed", "signature" and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act.

Section 6. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS). In addition, the provisions of Section 7.5(b), 7.5(c), 7.10, 7.11 and 7.14 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.**

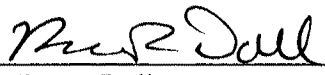
IN WITNESS WHEREOF, each Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AC OCEAN WALK LLC,
a New Jersey limited liability company

By: ACOWMGR, LLC,
its managing member


By: AC Beachfront LLC,
its sole member

By: Ocean Casino Resort Holdings LLC,
its sole member

By: 
Name: Bruce Dall
Title: Manager

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks & Trademark Applications:

<u>Credit Party/Owner</u>	<u>Trademarks</u>	<u>(Application Number)/ Registration Number</u>	<u>(Application Date)/ Registration Date</u>
AC Ocean Walk LLC	SKY GARDEN	6419194	7/13/2021
AC Ocean Walk LLC	LINGUINI BY THE SEA	7213404	11/07/2023
AC Ocean Walk LLC		(98115580)	(08/03/2023)
AC Ocean Walk LLC	THE SOUP SPOT	7281044	01/16/2024
AC Ocean Walk, LLC	OCEAN CASINO RESORT	6416788	7/13/2021
AC Ocean Walk LLC	JINGLE BELL BAR	6993138	02/28/2023
AC Ocean Walk, LLC	ZHEN BANG	6964457	01/24/2023
AC Ocean Walk LLC	THE GALLERY BAR, BOOK & GAMES	6959093	01/17/2023
AC Ocean Walk, LLC	GO FOR THE WIN!	6959950	01/24/2023
AC Ocean Walk, LLC	LUNA'S	6896375	11/08/2022
AC Ocean Walk LLC	OCEAN CASINO RESORT CARES	6419426	07/11/2022
AC Ocean Walk, LLC	OCEAN CASINO RESORT	6419248	07/13/2021
AC Ocean Walk, LLC	HQ2 NIGHTCLUB	6419152	07/13/2021
AC Ocean Walk, LLC	CAFE 500	6419150	07/13/2021
AC Ocean Walk, LLC	VILLAIN & SAINT	5637661	12/25/2018
AC Ocean Walk LLC	OVATION HALL*	(90287205)	(10/29/2020)

* These marks cannot be protected and/or these marks are no longer utilized.

** (Numbers) and (Dates) in parenthesis are application numbers and application dates respectively