

TRADE

900286996

05/06/2014

SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302268



103667478

**SUBMISSION TYPE:** NEW ASSIGNMENT

**NATURE OF CONVEYANCE:** Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Hard Rock Cafe International (USA), Inc.		03/26/2014	CORPORATION: FLORIDA
Hard Rock Spirits, LLC		03/26/2014	LIMITED LIABILITY COMPANY: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	901 Main St., Mail Code TX1-492-14-06
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202-3714
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Serial Number:	86021438	HARD ROCK CAFE KEEP CALM AND ROCK ON
Serial Number:	86066011	HARD ROCK GAMING
Serial Number:	86065992	HARD ROCK POKER
Serial Number:	86066032	HARD ROCK BINGO
Serial Number:	86065975	HARD ROCK CASINO
Serial Number:	86093833	ROCK HARDER
Serial Number:	86156421	RESIDENCES AT THE HARD ROCK HOTEL
Serial Number:	86156403	RESIDENCES AT THE HARD ROCK HOTEL
Serial Number:	86158554	HARD ROCK ROXITY KIDS CLUB
Serial Number:	86158507	HARD ROCK ROXTARS
Serial Number:	86158534	HARD ROCK ROXITY
Serial Number:	86160439	HARD ROCK STYLER
Serial Number:	86160373	HARD ROCK SKIDDLEY
Serial Number:	86160362	HARD ROCK HARD ROCK RAZZI
Serial Number:	86160426	HARD ROCK SIR KINGSTON
Serial Number:	86160065	SKIDDLEY
Serial Number:	86160072	BUDDY JR
Serial Number:	86160060	RAZZI

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Property Type	Number	Word Mark
Serial Number:	86160317	STYLER
Serial Number:	86160301	SIR KINGSTON
Serial Number:	86160383	HARD ROCK HARD ROCK BUDDY JR
Serial Number:	86162686	HARD ROCK
Serial Number:	86162729	WINE RIFFS
Serial Number:	86162673	HARD ROCK
Serial Number:	86162639	HARD ROCK HARD ROCK
Serial Number:	86162656	HARD ROCK HARD ROCK
Serial Number:	86162698	HARD ROCK
Serial Number:	86183634	HIVE
Serial Number:	86195745	CLUB VELVET
Serial Number:	<del>89217966</del>	86217966
Serial Number:	86131137	HARD ROCK
Serial Number:	86131019	SPLASHED WITH ROCK 'N ROLL

#### CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant,
SIGNATURE:	/Marina Kelly Thomson Reuters/
DATE SIGNED:	04/22/2014

#### Total Attachments: 7

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of March 26, 2014, by SEMINOLE HARD ROCK ENTERTAINMENT, INC., SEMINOLE HARD ROCK INTERNATIONAL, LLC, HARD ROCK CAFE INTERNATIONAL (USA), INC. AND HARD ROCK SPIRITS, LLC (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements as to which arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made) and termination of the Security Agreement, this Trademark Security Agreement shall terminate, the Lien created hereunder shall be released and the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]


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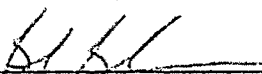
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

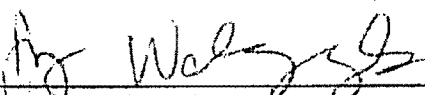
SEMINOLE HARD ROCK ENTERTAINMENT, INC.

By:   
Name: Brad Buchanan  
Title: Executive Vice President, Chief Financial Officer & Secretary

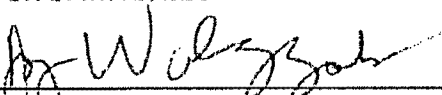
SEMINOLE HARD ROCK INTERNATIONAL, LLC

By:   
Name: Brad Buchanan  
Title: Executive Vice President, Chief Financial Officer & Secretary

HARD ROCK CAFE INTERNATIONAL (USA), INC.

By:   
Name: Jay Wolszczak  
Title: Vice President of Business Affairs & Secretary

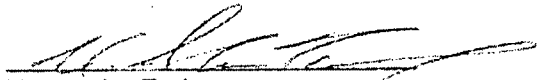
HARD ROCK SPIRITS, LLC

By:   
Name: Jay Wolszczak  
Title: Vice President & Secretary

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Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Alan Tapley  
Title: Assistant Vice President

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**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Additional Trademark Applications – Hard Rock Cafe International (USA), Inc.

<u>Mark</u>	<u>Classes</u>	<u>Serial No.</u>	<u>Filing Date</u>
HARD ROCK CAFE KEEP CALM AND ROCK ON (Design)	14, 25	86/021,438	7/26/2013
HARD ROCK GAMING	9, 41	86/066,011	9/16/2013
HARD ROCK POKER	9, 41	86/065,992	9/16/2013
HARD ROCK BINGO	9, 41	86/066,032	9/16/2013
HARD ROCK CASINO	9, 41	86/065,975	9/16/2013
ROCK HARDER	32	86/093,833	10/17/2013
RESIDENCES AT THE HARD ROCK HOTEL (Design)	35, 36	86/156,421	1/2/2014
RESIDENCES AT THE HARD ROCK HOTEL	35, 36	86/156,403	1/2/2014
HARD ROCK ROXITY KIDS CLUB & Design	43	86/158,554	1/6/2014
HARD ROCK ROXTARS & Design (color)	14, 16, 25, 28, 41, 43	86/158,507	1/6/2014
HARD ROCK ROXITY & Design (color)	43	86/158,534	1/6/2014
HARD ROCK STYLER (Character & Name) (color)	43	86/160,439	1/8/2014
HARD ROCK SKIDDLEY (Character & Name) (color)	43	86/160,373	1/8/2014
HARD ROCK RAZZI (Character & Name) (color)	43	86/160,362	1/8/2014
HARD ROCK SIR KINGSTON (Character & Name) (color)	43	86/160,426	1/8/2014
SKIDDLEY	14, 16, 25, 28	86/160,065	1/8/2014
BUDDY JR.	14, 16, 25, 28	86/160,072	1/8/2014
RAZZI	14, 16, 25, 28	86/160,060	1/8/2014
STYLER	14, 16, 25, 28	86/160,317	1/8/2014
SIR KINGSTON	14, 16, 25, 28	86/160,301	1/8/2014
HARD ROCK BUDDY JR. (Character & Name) (color)	43	86/160,383	1/8/2014
HARD ROCK	14, 16, 25, 28	86/162,686	1/10/2014
WINE RIFFS & Design	41	86/162,729	1/10/2014
HARD ROCK SKIDDLEY (Character, color)	14, 16, 25, 28	86/162,673	1/10/2014
HARD ROCK HARD ROCK	14, 16, 25, 28	86/162,639	1/10/2014

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