

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Rider to Security Agreement - Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comcast Spectacor Ventures, LLC		06/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
Global Spectrum, L.P.		06/22/2015	LIMITED PARTNERSHIP: DELAWARE
Patron Solutions, L.P.		06/22/2015	LIMITED PARTNERSHIP: PENNSYLVANIA
Ovations Food Services, L.P.		06/22/2015	LIMITED PARTNERSHIP: PENNSYLVANIA
Paciolan, LLC		06/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national banking association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	86613199	S	
Serial Number:	86613196	SPECTRA	
Registration Number:	3942167	HOW YOU GROWIN'?	
Registration Number:	3942168	HOW YOU GROWIN'?	
Registration Number:	2479430	GLOBAL SPECTRUM	
Registration Number:	3587169	GLOBAL SPECTRUM A SUBSIDIARY OF COMCAST	
Registration Number:	3208302	FRONT ROW MARKETING SERVICES	
Registration Number:	3208300	FRONT ROW MARKETING SERVICES	
Registration Number:	2407828	NEW ERA TICKETS	
Registration Number:	3126236	NEW ERA TICKETS	
Registration Number:	2782271	OVATIONS FOOD SERVICES	

OP \$540.00 86613199

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2731817	OVATIONS CATERING TO THE HIGHEST ACCLAIM
Registration Number:	4137688	OVATIONS
Registration Number:	4137689	OVATIONS EVERYTHING'S FRESH!
Registration Number:	4137690	OVATIONS GAMING FOOD & BEVERAGE MANAGEME
Registration Number:	4165794	COUNTRYVILLE
Registration Number:	4123116	COUNTRYVILLE
Registration Number:	4165795	COUNTRYVILLE BAR & GRILL
Registration Number:	4304630	OVATIONS GAMING HOSPITALITY MANAGEMENT
Registration Number:	3974551	PACIOLAN
Registration Number:	2948486	PACIOLAN YOUR TICKETS, YOUR WAY.

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-15026

NAME OF SUBMITTER: Timothy D. Pecsenye

SIGNATURE: /Timothy D. Pecsenye/

DATE SIGNED: 06/25/2015

Total Attachments: 12

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Rider to Security Agreement – Trademarks



THIS RIDER TO SECURITY AGREEMENT (“Rider”) is executed as of this 22nd day of June, 2015 by and between COMCAST SPECTACOR VENTURES, LLC, with an address at 3601 S. Broad Street, Philadelphia, PA 19148, GLOBAL SPECTRUM, L.P., with an address at 3601 S. Broad Street, Philadelphia, PA 19148, PATRON SOLUTIONS, L.P., with an address at 5171 California Ave #200, Irvine, CA 92617, OVATIONS FOOD SERVICES, L.P., with an address at 18228 US Highway 41 North, Lutz, FL 33549, PACIOLAN, LLC, with an address at 18228 US Highway 41 North, Lutz, FL 33549 (collectively, the “Grantors” and each individually a “Grantor”) and PNC BANK, NATIONAL ASSOCIATION (the “Bank”), with an address at 1000 Westlakes Drive, Suite 300, Berwyn, Pennsylvania 19312. This Rider is incorporated into and made part of that certain Security Agreement (“Security Agreement”) between the Borrowers (as defined in the Security Agreement) and the Bank dated the date hereof and also into certain other financing documents and security agreements executed by and between the Grantors and the Bank or by and between the Borrowers and the Bank (all such documents including this Rider being collectively referred to as “Loan Documents”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantors have adopted, used and are using, and have registered (or have filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule “A” attached hereto and made part hereof (all such applications and registrations for such marks or names, and the rights therein, hereinafter referred to as the “Trademarks”).

The Bank, pursuant to the Security Agreement, acquired a lien and security interest on the Trademarks, together with all the goodwill of the Grantors associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. Pursuant to the terms of the Loan Documents, to secure payment and performance of the Obligations, the Grantors granted to the Bank a lien and security interest in all their respective present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of such Grantors associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration(s) thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. Each Grantor, with respect to the Trademarks owned by such Grantor, represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by such Grantor, have not been adjudged invalid or unenforceable, and to the best of such Grantor’s knowledge, there is no reason why such Trademarks should be adjudged invalid or unenforceable; (b) each of such Grantor’s Trademarks is valid and enforceable; (c) to the best of such Grantor’s knowledge, such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of such Trademarks, and each of such Grantor’s Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by such Grantor not to sue third persons, other than Permitted Liens; (d) each Grantor has the unqualified right to enter into this Rider and perform its terms; and (e) each Grantor has, with respect to each of such Grantor’s registered

Trademarks, used reasonable efforts, and will continue to use reasonable efforts for the duration of this Rider, to provide notice of the registration of each such Trademark, when each such Trademark is being used in connection with the promotion, advertising, offering for sale and/or sale of the goods and/or services identified in the respective registration for such Trademark, as set forth in 15 U.S.C. § 1111; provided, however, that any Grantor's inadvertent failure to provide such notice on one or more occasions shall not constitute a breach of this warranty or covenant and nothing hereunder shall require any Grantor to continue to use a given Trademark or to provide notice in the event such Trademark is abandoned or such registration cancelled.

3. Covenants. Each Grantor further covenants to the Bank that until all of the Obligations have been satisfied in full: (a) no Grantor will enter into any agreements which are inconsistent with such Grantor's obligations under this Rider; and (b) if any Grantor acquires rights to any new non-intent-to-use trademarks, the provisions of this Rider shall automatically apply thereto and such Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Rider, each Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks. During the continuance of an Event of Default, each Grantor will maintain and not abandon any material Trademarks owned by such Grantor unless such Grantor obtains written consent from the Bank to abandon any such Trademarks.

4. Exclusive Use of Trademarks. Nothing hereunder or in the Loan Documents shall give the Bank any right, title or interest in and to the Trademarks, except for the limited rights set forth therein. All rights in and to the Trademarks not otherwise expressly granted to the Bank pursuant to the Security Agreement are expressly reserved by Grantors. Notwithstanding the generality of the foregoing, unless the Trademarks are assigned to the Bank in an Event of Default, the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge, or otherwise transfer title in the Trademarks.

5. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if an Event of Default exists under the Loan Documents, the Grantors hereby covenant and agree that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, in the event of an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantors hereby authorize and empower the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as each Grantor's true and lawful attorney-in-fact, with the power to endorse each Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantors expressly acknowledge that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C.

6. Negative Pledge. The Grantors agree not to sell, assign (by operation of law or otherwise) or further encumber their rights and interest in the Trademarks without prior written consent of the Bank. Each Grantor shall use commercially reasonable efforts to remove any lien, security interest, claim, right or other encumbrance of any nature in or to the Trademarks other than Permitted Liens.

7. No Additional Trademarks. As of the date hereof, Schedule A annexed hereto and made a part hereof is a complete list of all registered Trademarks of the Grantors.

8. Pledge of Additional Trademarks. In the event any Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which such Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

such Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, provide the Bank with written notice thereof, along with an amended Schedule A, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers necessary to evidence the Bank's interest in such Trademark and the goodwill of the Grantor associated thereto or represented thereby. Each Grantor hereby grants the Bank a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider, with such power of attorney to be in effect solely in the event any such Grantor breaches this Section 8.

9. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and the Loan Documents and may not be modified without the written consent of the party against whom enforcement is being sought.

10. Inconsistent with Security Agreement. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement and/or the Loan Documents, the language of the Security Agreement and/or the Loan Documents shall control. The terms and conditions of the Security Agreement and the Loan Documents are hereby incorporated herein by reference.

11. Re-assignment of and/or Termination of any Interest in Trademarks. Upon payment and performance of all Obligations under the Loan Documents, the Bank shall, at the Bank's sole cost and expense, execute and deliver to the Grantors all documents necessary to re-vest all rights in and to the Trademarks in the Grantors and/or terminate any interest of the Bank therein.

12. Prosecution of Trademark Applications. (a) During the continuance of an Event of Default, with respect to each material Trademark owned by a Grantor, such Grantor shall have the duty (i) to use commercially reasonable efforts to prosecute any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, (ii) to preserve and maintain all material Trademark registration rights, and (iii) to use commercially reasonable efforts to enforce its rights against any known third party infringement of the Trademarks, unless, in each case, such Grantor obtains written consent from the Bank to refrain from taking any of the foregoing actions. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantors.

(b) Subject to the terms of this Rider, each Grantor shall have the sole right to bring suit in its own name to enforce the Trademarks owned by such Grantor or to otherwise defend any third party claim or assertion made against such Trademarks and the sole discretion as to the handling of any such enforcement matters, litigations or proceedings. The Bank may, if such Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to any such suit if the Bank shall have been reasonably satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantors shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

13. Bank's Rights. The Bank may, in its sole discretion, pay any amount or do any act required of the Grantors hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce the any Grantor's obligations contained herein, the Obligations of any Grantor to the Bank, the Trademarks, or the right, title and interest granted the Bank herein, and which any Grantor fails to do or pay, and any such payment shall be deemed an advance by the Bank to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. Protection of the Trademarks. Each Grantor agrees that if it learns of claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, such Grantor shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at such Grantor's expense, in such action as the Bank, in its reasonable discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude such Grantor from bringing an action against a person for the protection of such Grantor's interest in and to such Trademarks.

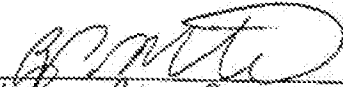
17. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantors hereunder, in the Grantors' name or in the Bank's name, at the Bank's expense.

18. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

19. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Rider by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Rider by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

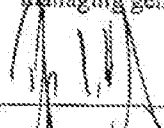

Print Name: Biden Rottenberg
Title: Asst. Sec.
(Include title only if an officer of entity signing to the right)

GRANTORS:

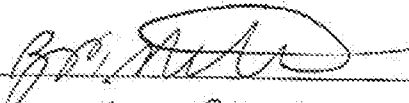
COMCAST SPECTACOR VENTURES, LLC

By: Comcast Spectacor, L.P., its sole member

By: Bryn Mawr Realty Corp., its managing general partner

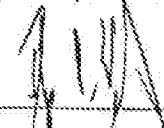
By: 
Print Name: Philip I. Weinberg
Title: President & Secretary
(SEAL)

WITNESS / ATTEST:

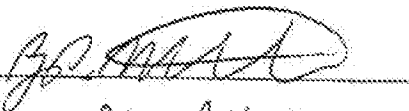

Print Name: Biden Rottenberg
Title: Asst. Sec.
(Include title only if an officer of entity signing to the right)

GLOBAL SPECTRUM, L.P.

By: Global Spectrum Inc., its general partner

By: 
Print Name: Philip I. Weinberg
Title: President & Secretary
(SEAL)

WITNESS / ATTEST:


Print Name: Biden Rottenberg
Title: Asst. Sec.
(Include title only if an officer of entity signing to the right)


PATRON SOLUTIONS, L.P.

By: Patron Solutions, LLC, its general partner

By: Comcast Spectacor Ventures, LLC, its sole member

By: Comcast Spectacor, L.P., its sole member

By: Bryn Mawr Realty Corp., its managing general partner

By: 
Print Name: Philip I. Weinberg
Title: President & Secretary
(SEAL)

WITNESS / ATTEST:

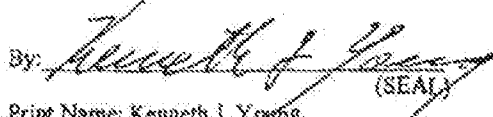


Print Name: JOHN TRAUB
Title: _____

(Include title only if an officer of entity signing to the right)

O VATIONS FOOD SERVICES, L.P.

By: Leisure and Recreation Consultants, Inc., its managing general partner

By:  (SEAL)

Print Name: Kenneth J. Young
Title: President

WITNESS / ATTEST:

PACIOLAN, LLC

By: Patron Solutions, LLC, its sole member
By: Comcast Spectacor Ventures, LLC, its sole member
By: Comcast Spectacor, L.P., its sole member
By: Bryn Mawr Realty Corp., its managing general partner

Print Name: _____
Title: _____

(Include title only if an officer of entity signing to the right)

By: _____ (SEAL)

Print Name: Philip I. Weinberg
Title: President & Secretary

WITNESS / ATTEST:

OVATIONS FOOD SERVICES, L.P.

By: Leisure and Recreation Consultants, Inc., its
managing general partner

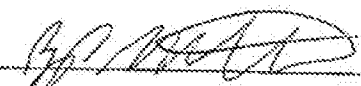
.....
Print Name: _____
Title: _____
(Include title only if an officer of entity signing to
the right)

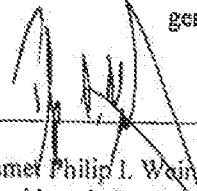
By: _____ (SEAL)
Print Name: Kenneth J. Young
Title: President

WITNESS / ATTEST:

PACIOLAN, LLC

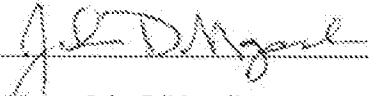
By: Patron Solutions, LLC, its sole member
By: Comcast Spectacor Ventures, LLC,
its sole member
By: Comcast Spectacor, L.P.,
its sole member
By: Bryn Mawr Realty
Corp., its managing
general partner


.....
Print Name: Bryn Mawr Realty
Title: Asst. Sec.
(Include title only if an officer of entity signing to
the right)

By: 
..... (SEAL)
Print Name: Philip L. Weinberg
Title: President & Secretary

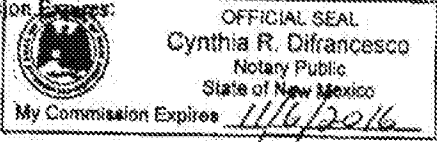
BANK:

PNC BANK, NATIONAL ASSOCIATION

By:  (SEAL)
Print Name: John DiNapoli
Title: Senior Vice President

UNITED STATES OF AMERICA :
STATE OF *New Mexico* : SS
COUNTY OF *Bernalillo* :

On this *19* of June, 2015, before me personally appeared Philip I. Weinberg to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Comcast Spectacor Ventures, LLC, Global Spectrum, L.P., Patron Solutions, L.P., that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Cynthia R. DiFrancesco
Notary Public
My Commission Expires: _____


UNITED STATES OF AMERICA
STATE OF *New Mexico* : SS
COUNTY OF *Bernalillo* :

On this *19* of June, 2015, before me personally appeared Kenneth J. Young to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Ovation Food Services, L.P., that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

Cynthia R. DiFrancesco
Notary Public
My Commission Expires: _____

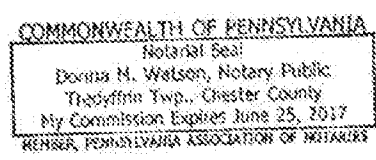

STATE OF Pennsylvania)
COUNTY OF Chester) ss:

On this, the 22nd day of June, 2015, before me, a Notary Public, the undersigned officer, personally appeared John DiNapoli, who acknowledged himself/herself to be the Senior Vice President of PNC BANK, NATIONAL ASSOCIATION and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.







IN WITNESS WHEREOF, I hereunto set my hand and official seal.






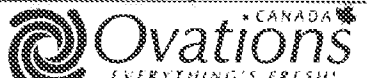

Donna M. Watson
Notary Public

My commission expires:
6/25/17



SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

Trademark	Application/Registration No.	Jurisdiction	Registration or Filing Date
 ("S (Stylized)")	Application No. 86/613199	U.S.	April 28, 2015
SPECTRA	Application No. 86/613196	U.S.	April 28, 2015
HOW YOU GROWIN'	Registration No. 3942167	U.S.	April 5, 2011
 ("HOW YOU GROWIN' & Design")	Registration No. 3942168	U.S.	April 5, 2011
GLOBAL SPECTRUM	Registration No. 2479430	U.S.	February 2, 2000
 ("GLOBAL SPECTRUM & Design")	Registration No. 3587169	U.S.	March 28, 2006
FRONT ROW MARKETING SERVICES*	Registration No. 3208302	U.S.	March 27, 2006
 FRONT ROW MARKETING SERVICES ("FRONT ROW MARKETING SERVICES & Design")*	Registration No. 3208300	U.S.	March 27, 2006
NEW ERA TICKETS	Registration No. 2407828	U.S.	February 5, 1999
 NEW ERA TICKETS ("NEW ERA TICKETS & Design")	Registration No. 3126236	U.S.	July 11, 2005
APACTIX**	Application No. T1415931A	Singapore	March 10, 2014
OVATIONS FOOD SERVICES	Registration No. 2782271	U.S.	April 10, 2000
 Ovations Catering to the Highest Acclaim ("OVATIONS CATERING TO THE HIGHEST ACCLAIM & Design")	Registration No. 2731817	U.S.	August 6, 2002

OVATIONS  ("OVATIONS EVERYTHING'S FRESH! & Design")	Registration No. 4137688 Registration No. 4137689	U.S. U.S.	March 2, 2011 March 2, 2011
 ("OVATIONS GAMING FOOD & BEVERAGE MANAGEMENT & Swirl Design")	Registration No. 4137690	U.S.	March 2, 2011
COUNTRYVILLE	Registration No. 4165794 and 4123116	U.S.	July 6, 2011 May 24, 2011
 ("COUNTRYVILLE BAR & GRILL & Design")	Registration No. 4165795	U.S.	July 6, 2011
 ("OVATIONS GAMING HOSPITALITY MANAGEMENT & Design")	Registration No. 4304630	U. S.	July 5, 2012
 ("OVATIONS CATERING TO THE HIGHEST ACCLAIM & Design")	Registration No. TMA773694	Canada	August 4, 2010
 ("OVATIONS EVERYTHING'S FRESH & Design")	Registration No. TMA836551	Canada	November 16, 2012
PACIOLAN	Registration No. 3974551 Registration No. 2948486	U.S. U.S.	October 25, 2010 February 1, 2001
 ("PACIOLAN YOUR TICKET, YOUR WAY & Design")			