TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365533

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Margaritaville Enterprises, LLC		12/11/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Administrative Agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	86729895	LANDSHARK
Serial Number:	86716670	LICENSE TO CHILL L2C PRODUCTIONS
Serial Number:	86658893	LIVE LIFE LIKE A SONG
Serial Number:	86745198	MARGARITAVILLE ESCAPE TO PARADISE
Serial Number:	86745186	MARGARITAVILLE EST. 1977 THE ORIGINAL IS
Serial Number:	86745172	MARGARITAVILLE EST. 1977 THE ORIGINAL IS
Serial Number:	86745165	MARGARITAVILLE EST. 1977 THE ORIGINAL IS
Serial Number:	86745290	MARGARITAVILLE EST. 1977 THE ORIGINAL IS
Serial Number:	86745311	MARGARITAVILLE EST. 1977 THE ORIGINAL IS
Serial Number:	86745223	MARGARITAVILLE EST. 1977 THE ORIGINAL IS
Serial Number:	86745322	MARGARITAVILLE EST. 1977 THE ORIGINAL IS
Serial Number:	86745304	MARGARITAVILLE EST. 1977 THE ORIGINAL IS
Serial Number:	86745137	MARGARITAVILLE THE ORIGINAL EST. 1977 IS
Serial Number:	86745146	MARGARITAVILLE THE ORIGINAL EST. 1977 IS
Serial Number:	86745120	MARGARITAVILLE THE ORIGINAL EST. 1977 IS
Serial Number:	86748118	MARGARITAVILLE THE ORIGINAL EST. 1977 IS
Serial Number:	86745269	MARGARITAVILLE THE ORIGINAL EST. 1977 IS
Serial Number:	86745284	MARGARITAVILLE THE ORIGINAL EST. 1977 IS

CH $590.00 86729895

Property Type	Number	Word Mark
Serial Number:	86745109	MARGARITAVILLE THE ORIGINAL EST. 1977 IS
Serial Number:	86568655	MARGARITAVILLE TV
Serial Number:	86568666	MARGARITAVILLE TV
Serial Number:	86568580	M MARGARITAVILLE.TV
Serial Number:	86568634	M MARGARITAVILLE.TV

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	047467-0037
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	12/11/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 11, 2015 (this "Agreement"), by Margaritaville Enterprises, LLC, a Delaware limited liability company (the "Grantor"), in favor of Wilmington Trust, National Association, as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of March 12, 2015 (as the amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Margaritaville Holdings LLC, as Holdings, Margaritaville Holdings II, LLC, as New Holdings, Margaritaville Enterprises, LLC, as the Borrower, the banks and other financial institutions party thereto, as the Lenders, and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of March 12, 2015, in favor of the Administrative Agent (the "Guarantee and Collateral Agreement"), pursuant to which it has guaranteed the Obligations and to which it is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and the premises and to induce the Lenders, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor, whether now owned or existing or hereafter acquired or arising (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other source or business identifiers, and all goodwill associated therewith and symbolized by any of the foregoing, (ii) all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I attached hereto, and (iii) all renewals and extensions thereof and all rights to obtain such renewals and extensions;

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

(c) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. GOVERNING LAW. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).**

Section 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[*Signature pages follow*]

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

MARGARITAVILLE ENTERPRISES, LLC,
as Grantor

By: _____
Name: John Cohlan
Title: Chief Executive Officer, President and Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: Meghan H. McCauley
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

Schedule I
To
Trademark Security Agreement

TRADEMARK APPLICATIONS

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Status	Owner	Country
1	LANDSHARK	86729895 08/19/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
2	LICENSE TO CHILL L2C PRODUCTIONS (and design)	86716670 08/06/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
3	LIVE LIFE LIKE A SONG	86658893 06/11/2015		Pending Published	Margaritaville Enterprises, LLC	United States of America
4	MARGARITAVILLE ESCAPE TO PARADISE (and design)	86745198 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
5	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745186 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner	Country
6	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745172 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
7	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745165 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
8	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745290 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
9	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745311 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
10	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745223 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner	Country
11	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745322 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
12	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745304 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
13	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745137 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
14	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745146 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
15	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745120 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner	Country
16	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86748118 09/04/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
17	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745269 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
18	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745284 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
19	MARGARITAVILLE EST. 1977 THE ORIGINAL ISLAND LIFESTYLE (and design)	86745109 09/02/2015		Pending Use-based	Margaritaville Enterprises, LLC	United States of America
20	MARGARITAVILLE TV	86568655 03/18/2015	4844936 11/03/2015	Registered	Margaritaville Enterprises, LLC	United States of America
20	MARGARITAVILLE TV	86568666 03/18/2015	4841130 10/27/2015	Registered	Margaritaville Enterprises,	United States of

Trademark/Image if any		Application Number Application Date	Registration Number Registration Date	Status	Owner	Country
21	MARGARITAVILLE TV (and design)	86568580 03/18/2015		Pending Published	Margaritaville Enterprises, LLC	United States of America
22	MARGARITAVILLE TV (and design)	86568634 03/18/2015	4844933 11/3/2015	Registered	Margaritaville Enterprises, LLC	United States of America