

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM367030

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Legends Hospitality, LLC		12/15/2015	LTD LIAB JT ST CO:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	100 S. Ashley Drive		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33602		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4513530	CSL	
<b>Registration Number:</b>	4513529	CSL INTERNATIONAL	
<b>Registration Number:</b>	4428787	L LEGENDS	
<b>Registration Number:</b>	4604038	L LEGENDS	
<b>Registration Number:</b>	4604037	L LEGENDS HOSPITALITY	
<b>Registration Number:</b>	4627067	L LEGENDS SALES & MARKETING	
<b>Registration Number:</b>	4667696	LEAF	
<b>Registration Number:</b>	4425613	LEGENDS	
<b>Registration Number:</b>	4604039	LEGENDS	
<b>Serial Number:</b>	86301644	LEGENDS GLOBAL SALES	
<b>Registration Number:</b>	4604036	LEGENDS HOSPITALITY	
<b>Registration Number:</b>	3703200	LEGENDS HOSPITALITY MANAGEMENT	
<b>Registration Number:</b>	4667694	LEGENDS LEAF	
<b>Registration Number:</b>	4627066	LEGENDS SALES & MARKETING	
<b>Serial Number:</b>	85888245	LEGENDS SELECT	
<b>Serial Number:</b>	86286220	OWO	
<b>Serial Number:</b>	86286250	SEE FOREVER	
<b>Serial Number:</b>	86533549	START AT ONE	

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**CORRESPONDENCE DATA****Fax Number:**

*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:** 2122942684  
**Email:** trademarkny@winston.com  
**Correspondent Name:** Jason Hellwig  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** Winston & Strawn  
**Address Line 4:** New York, NEW YORK 10166-4193

<b>ATTORNEY DOCKET NUMBER:</b>	80393.497
<b>NAME OF SUBMITTER:</b>	Jason Hellwig
<b>SIGNATURE:</b>	/Jason Hellwig by trademarkny/
<b>DATE SIGNED:</b>	12/28/2015

**Total Attachments: 6**

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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) made as of this 15<sup>th</sup> day of December, 2015 by **LEGENDS HOSPITALITY, LLC (“Grantor”)** in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as Collateral Agent for the Secured Parties (as defined in the Specified Borrowers Pledge and Security Agreement referred to below) (“**Grantee**”):

**RECITALS:**

**WHEREAS**, reference is made to that certain Amended and Restated Credit Agreement, dated as of December 15, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **Legends Hospitality, LLC, Legends Sales & Marketing, LLC, Conventions, Sports & Leisure International, LLC, Legends Hospitality International Holdings US, LLC, Legends OWO, LLC, YCLN Tech Holdings, LLC, Legends Attractions, LLC** and certain other Subsidiaries of Parent (defined below) party thereto (collectively, the “**Borrowers**”), **Legends Hospitality Holding Company, LLC (“Parent”)**, the lenders party thereto from time to time (the “**Lenders**”), **Wells Fargo Securities, LLC**, as Joint Lead Arranger and Joint Bookrunner, **Goldman Sachs Bank USA**, as Joint Lead Arranger, Joint Bookrunner, and a Co-Syndication Agent, **Merrill Lynch, Pierce, Fenner & Smith Incorporated**, as Joint Lead Arranger and Joint Bookrunner, **Bank of America, N.A.**, as a Co-Syndication Agent, **Wells Fargo Bank, National Association**, as Administrative Agent, as Collateral Agent, as Issuing Bank and as Swing Line Lender, and the other Agents party thereto;

**WHEREAS**, pursuant to the terms of a certain Amended and Restated Pledge and Security Agreement, dated as of December 15, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Specified Borrowers Pledge and Security Agreement**”), among Grantor, Borrowers (other than Legends OWO, LLC), Parent and the other Grantors party thereto and the Grantee, Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Secured Obligations (as defined in the Specified Borrowers Pledge and Security Agreement);

**WHEREAS**, Grantor and Grantee are party to that certain Trademark Security Agreement, dated as of April 3, 2013 by the Grantor in favor of the Grantee (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Existing Trademark Security Agreement**”) in connection with that certain Existing Pledge and Security Agreement (as defined in the Specified Borrowers Pledge and Security Agreement); and

**WHEREAS**, the parties hereto desire and intend to amend and restate the Existing Trademark Security Agreement in its entirety pursuant to and by entering into this Agreement.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

(a) Incorporation of Pledge and Security Agreement. The Specified Borrowers Pledge and Security Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Specified Borrowers Pledge and Security Agreement.

(b) Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the benefit of the Secured Parties, and hereby reaffirms its grant pursuant to the Specified Borrowers Pledge and Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(c) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "**Trademarks**"); and

(d) any and all agreements, licenses and covenants providing for the granting of any right in or to Trademarks or otherwise providing for a covenant not to sue or permitting co-existence (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement required to be listed in Schedule I hereto ("**Trademark Licenses**").

(e) Applicable Law. **This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law provisions (other than section 5-1401 of the New York General Obligations Law).**

(f) Conflicts. To the extent that there is a conflict or inconsistency between the terms of this Agreement and the terms of the Specified Borrowers Pledge and Security Agreement, the Specified Borrowers Pledge and Security Agreement shall prevail.

(g) Termination. Upon (i) the payment in full of all Secured Obligations (other than any Remaining Obligations), (ii) the termination of all Commitments (other than Tranche 1 Term Loan Commitments and Tranche 1A Term Loan Commitments), (iii) the cancellation or expiration of, or cash collateralization on terms reasonably acceptable to the

Issuing Bank of, all Letters of Credit then outstanding and (iv) the termination of the Specified Borrowers Pledge and Security Agreement in accordance with the provisions thereof, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination the Collateral Agent shall, at Grantor's reasonable expense, execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral, and the Collateral Agent shall take such other actions appropriate in order to effect the foregoing (including the execution and delivery of appropriate UCC termination statements and such other instruments and releases as may be necessary and appropriate to effect such release.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telefacsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

(i) Amendment and Restatement of Existing Trademark Security Agreement. This Agreement amends, restates and replaces the Existing Trademark Security Agreement in its entirety. The Grantor hereby (i) acknowledges and confirms that, pursuant to the Existing Trademark Security Agreement, the Grantor granted to the Collateral Agent a security interest in the Trademark Collateral (as defined in the Existing Trademark Security Agreement) as collateral security for the Secured Obligations (as defined in the Specified Borrowers Pledge and Security Agreement) (the "**Existing Security Interest**"); (ii) reaffirms such Existing Security Interest; and (iii) acknowledges and confirms that the liens and security interests in respect of such Existing Security Interest, and such Existing Security Interest, are not impaired by the execution and delivery of this Agreement and the other Credit Documents, and shall continue hereunder without interruption to secure all Secured Obligations.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, Grantor has duly executed this Agreement as of the date first written above.

**LEGENDS HOSPITALITY, LLC,**  
as Grantor

By: 

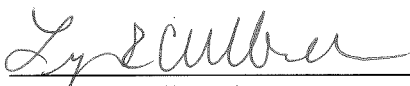
Name: Donald C. Storm II

Title: Chief Financial Officer






**IN WITNESS WHEREOF**, Grantor has duly executed this Agreement as of the date first written above.

Agreed and Accepted  
As of the Date First Written Above

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: Lynn Culbreath  
Title: Senior Vice President

**SCHEDULE I**

Description of Trademark	Registration Number	Issue Date/Filing Date
CSL	4513530	April 15, 2014
CSL INTERNATIONAL	4513529	April 15, 2014
L Legends and design  LEGENDS	4428787	November 5, 2013
L Legends and design  LEGENDS	4604038	September 16, 2014
L Legends Hospitality and design  LEGENDS <small>HOSPITALITY</small>	4604037	September 16, 2014
L Legends Sales & Marketing and design  LEGENDS <small>SALES &amp; MARKETING</small>	4627067	October 28, 2014
Leaf and design 	4667696	January 6, 2015
Legends	4425613	October 29, 2013
Legends	4604039	September 16, 2014
Legends Global Sales	86301644	June 5, 2014
Legends Hospitality	4604036	September 16, 2014
Legends Hospitality Management	3703200	October 27, 2009
Legends Leaf	4667694	January 6, 2015
Legends Sales & Marketing and	4627066	October 28, 2014
Legends Select	85888245	March 27, 2013
OWO	86286220	May 20, 2014
See Forever	86286250	May 20, 2014
Start At One	86533549	February 12, 2015