

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380893

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Seminole Hard Rock Entertainment, Inc., as Pledgor		03/25/2016	Corporation: FLORIDA
Seminole Hard Rock International, LLC, a Florida limited liability company, as Pledgor		03/25/2016	Limited Liability Company: FLORIDA
Hard Rock Cafe International (USA), Inc., a Florida corporation, as Pledgor		03/25/2016	Corporation: FLORIDA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	86612757	RE/VOLVE
Serial Number:	86612788	REVERB
Serial Number:	86705213	ROCK NATURALLY
Serial Number:	86715559	HARD ROCK CASINO
Serial Number:	86715596	HARD ROCK CASINO
Serial Number:	86725676	UTC+
Serial Number:	86731107	WORK 'N ROLL
Serial Number:	86868454	HARD ROCK HEALS
Serial Number:	86882122	ROCK LOCAL WIN GLOBAL
Serial Number:	86882051	UNPLUGGED
Serial Number:	86897583	HARD ROCK HEALS
Serial Number:	86913363	HEADLINE THE STRIP
Serial Number:	86913350	MIC'D UP

OP \$990.00 86612757

Property Type	Number	Word Mark
Serial Number:	86921725	HARD ROCK CONDOS
Serial Number:	86923721	HARD ROCK CRUISE
Serial Number:	86923683	HARD ROCK RESORT
Serial Number:	86923741	ROCK YOUR GAME
Serial Number:	86402221	ROCK YOUR LUCK
Serial Number:	86274809	HARD ROCK BAR
Serial Number:	86389140	SET LIST
Serial Number:	86896500	ROCK! HARD ROCK'S MUSICAL BRUNCH
Serial Number:	86948919	SING FOR YOUR SUPPER
Serial Number:	86952252	A GOOD BET HARD ROCK HEALS
Registration Number:	4874972	BUDDY JR
Registration Number:	4874973	SIR KINGSTON
Registration Number:	4902361	SKIDDLEY
Registration Number:	4874977	HARD ROCK HARD ROCK
Registration Number:	4874978	HARD ROCK HARD ROCK
Registration Number:	4874980	HARD ROCK
Registration Number:	4874979	HARD ROCK
Registration Number:	4874981	HARD ROCK
Registration Number:	4874982	WINE RIFFS
Registration Number:	4762982	IT TASTES AS GOOD AS IT SOUNDS
Registration Number:	4758723	LOVE ALL SERVE ALL
Registration Number:	4819197	RHYTHM & MOTION
Registration Number:	4722897	HARD ROCK CAFE
Registration Number:	4668821	RESIDENCES AT THE HARD ROCK HOTEL
Registration Number:	4661161	RESIDENCES AT THE HARD ROCK HOTEL
Registration Number:	4641381	HARD ROCK

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Ken Tan, Legal Assistant

Address Line 1: 80 Pine Street

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

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Ken Tan, Legal Assistant

SIGNATURE: /Ken Tan/

DATE SIGNED: 04/18/2016

Total Attachments: 9

source=Trademark SA#page1.tif

source=Trademark SA#page2.tif

source=Trademark SA#page3.tif

source=Trademark SA#page4.tif

source=Trademark SA#page5.tif

source=Trademark SA#page6.tif

source=Trademark SA#page7.tif

source=Trademark SA#page8.tif

source=Trademark SA#page9.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1) Seminole Hard Rock Entertainment, Inc., as Pledgor

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Florida
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 25, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 901 Main Street, Mail Code TX1-492-14-06

City: Dallas

State: Texas

Country: USA Zip: 75202-3714

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

See Schedule I

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 08061.0388

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

39

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Ken Tan

4/15/2016

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005772 FRAME: 0763

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

- 2) Seminole Hard Rock International, LLC, a Florida limited liability company, as Pledgor
Citizenship – Florida
One Seminole Way
2nd Floor
Hollywood, FL 33314

- 3) Hard Rock Café International (USA), Inc., a Florida corporation, as Pledgor
Citizenship – Florida
6100 Old Park Lane
Orlando, FL 32835

Trademark Security Agreement

Trademark Security Agreement, dated as of March 25, 2016, by SEMINOLE HARD ROCK ENTERTAINMENT, INC., SEMINOLE HARD ROCK INTERNATIONAL LLC and HARD ROCK CAFE INTERNATIONAL (USA), INC. (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.

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.

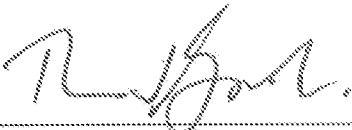
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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]

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.

SEMINOLE HARD ROCK ENTERTAINMENT,
INC.

By: 

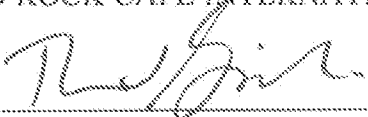
Name: Thomas Gispanski
Title: Executive Vice President, Chief Financial
Officer, Secretary and Treasurer

SEMINOLE HARD ROCK INTERNATIONAL,
LLC

By: 

Name: Thomas Gispanski
Title: Executive Vice President, Chief Financial
Officer, Secretary and Treasurer

HARD ROCK CAFE INTERNATIONAL (USA), INC.

By: 

Name: Thomas Gispanski
Title: Chief Financial Officer, Senior Vice
President and Treasurer

[Trademark Security Agreement]

TRADEMARK
REEL: 005772 FRAME: 0767

Accepted and Agreed:

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

By: D. Wayne D. Ross
Name: *D. Wayne D. Ross*
Title: *Assistant Vice President*

{Trademark Security Agreement}

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Classes</u>	<u>App. No.</u>	<u>App. Date</u>
Hard Rock Cafe International (USA), Inc.	RE/VOLVE	43	86/612,757	4/28/2015
Hard Rock Cafe International (USA), Inc.	REVERB	43	86/612,788	4/28/2015
Hard Rock Cafe International (USA), Inc.	ROCK NATURALLY	32	86/705,213	7/27/2015
Hard Rock Cafe International (USA), Inc.	HARD ROCK CASINO & Design	9	86/715,559	8/5/2015
Hard Rock Cafe International (USA), Inc.	HARD ROCK CASINO & Design	41	86/715,596	8/5/2015
Hard Rock Cafe International (USA), Inc.	UTC+	43	86/725,676	8/14/2015
Hard Rock Cafe International (USA), Inc.	WORK 'N ROLL	20	86/731,107	8/20/2015
Hard Rock Cafe International (USA), Inc.	HARD ROCK HEALS	36	86/868,454	1/7/2016
Hard Rock Cafe International (USA), Inc.	ROCK LOCAL WIN GLOBAL	41	86/882,122	1/21/2016
Hard Rock Cafe International (USA), Inc.	UNPLUGGED	41,43	86/882,051	1/21/2016
Hard Rock Cafe International (USA), Inc.	HARD ROCK HEALS & Device	25,36	86/897,583	2/4/2016
Hard Rock Cafe International (USA), Inc.	HEADLINE THE STRIP	41	86/913,363	2/19/2016
Hard Rock Cafe International (USA), Inc.	MIC'D UP	41	86/913,350	2/19/2016
Hard Rock Cafe International (USA), Inc.	HARD ROCK CONDOS	35	86/921,725	2/26/2016
Hard Rock Cafe International (USA), Inc.	HARD ROCK CRUISE	39	86/923,721	2/29/2016
Hard Rock Cafe International (USA), Inc.	HARD ROCK RESORT & Device	14, 25, 43	86/923,683	2/29/2016
Hard Rock Cafe International (USA), Inc.	ROCK YOUR GAME	25, 28, 41	86/923,741	2/29/2016
Hard Rock Cafe International (USA), Inc.	ROCK YOUR LUCK	41	86/402,221	9/22/2014

<u>Owner</u>	<u>Mark</u>	<u>Classes</u>	<u>App. No.</u>	<u>App. Date</u>
Hard Rock Cafe International (USA), Inc.	HARD ROCK BAR	41, 43	86/274,809	5/07/2014
Hard Rock Cafe International (USA), Inc.	SET LIST	43	86/389,140	9/09/2014
Hard Rock Cafe International (USA), Inc.	ROCK! HARD ROCK'S MUSICAL BRUNCH	41	86/896,500	2/03/2016
Hard Rock Cafe International (USA), Inc.	SING FOR YOUR SUPPER	43	86/948,919	3/22/2016
Hard Rock Cafe International (USA), Inc.	A GOOD BET HARD ROCK HEALS	36	86/952,252	3/24/2016

Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Classes</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Application Serial No.</u>	<u>Reg. No.</u>
Hard Rock Cafe International (USA), Inc.	BUDDY JR	16, 28	8-Jan-14	22-Dec-15	86/160,072	4,874,972
Hard Rock Cafe International (USA), Inc.	SIR KINGSTON	16, 28	8-Jan-14	22-Dec-15	86/160,301	4,874,973
Hard Rock Cafe International (USA), Inc.	SKIDDLEY	16, 28	8-Jan-14	16-Feb-16	86/160,065	4,902,361
Hard Rock Cafe International (USA), Inc.	BUDDY JR. (CHARACTER, B&W)	14, 15, 16, 25, 28	10-Jan-14	22-Dec-15	86/162,639	4,874,977
Hard Rock Cafe International (USA), Inc.	RAZZI (CHARACTER, B&W)	16	10-Jan-14	22-Dec-15	86/162,656	4,874,978
Hard Rock Cafe International (USA), Inc.	SIR KINGSTON (CHARACTER, B&W)	16, 28	10-Jan-14	22-Dec-15	86/162,686	4,874,980
Hard Rock Cafe International (USA), Inc.	SKIDDLEY (CHARACTER, B&W)	16	10-Jan-14	22-Dec-15	86/162,673	4,874,979
Hard Rock Cafe International (USA), Inc.	STYLER (CHARACTER, B&W)	14, 16	10-Jan-14	22-Dec-15	86/162,698	4,874,981
Hard Rock Cafe International (USA), Inc.	WINE RIFFS & DESIGN	41	10-Jan-14	22-Dec-15	86/162,729	4,874,982
Hard Rock Cafe International (USA), Inc.	IT TASTES AS GOOD AS IT SOUNDS	43	14-Apr-14	30-Jun-15	86/251,481	4,762,982

<u>Owner</u>	<u>Mark</u>	<u>Classes</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Application Serial No.</u>	<u>Reg. No.</u>
Hard Rock Cafe International (USA), Inc.	LOVE ALL SERVE ALL	25	9-Jun-14	23-Jun-15	86/304,336	4,758,723
Hard Rock Cafe International (USA), Inc.	RHYTHM & MOTION	44	30-Jun-14	22-Sep-15	86/324,352	4,819,197
Hard Rock Cafe International (USA), Inc.	HARD ROCK CAFE	21	15-Aug-14	21-Apr-15	86/368,088	4,722,897
Hard Rock Cafe International (USA), Inc.	RESIDENCES AT THE HARD ROCK HOTEL	35	2-Jan-14	6-Jan-15	86/975,847	4,668,821
Hard Rock Cafe International (USA), Inc.	RESIDENCES AT THE HARD ROCK HOTEL	35	2-Jan-14	23-Dec-14	86/975,728	4,661,161
Hard Rock Cafe International (USA), Inc.	HARD ROCK	32	8-Jul-14	18-Nov-14	86/331,006	4,641,381