

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396344

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CP OPCO, LLC		08/24/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	111 West Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86905221	ENJOY THE EXPERIENCE	
<b>Serial Number:</b>	86904592	CLASSIC	
<b>Serial Number:</b>	86904698		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<i>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.</i>			
<b>Phone:</b>	3128767708		
<b>Email:</b>	beth.arnold@lw.com		
<b>Correspondent Name:</b>	Elizabeth Arnold, Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N. Wabash Ave.		
<b>Address Line 2:</b>	Ste. 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Elizabeth Arnold		
<b>SIGNATURE:</b>	/s/ Elizabeth Arnold		
<b>DATE SIGNED:</b>	08/25/2016		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**  
**(First Supplemental Filing)**

This Trademark Security Agreement (this "Agreement"), dated as of August 24, 2016 is entered into by CP OPCO, LLC (the "Grantor") in favor of Bank of Montreal, as Collateral Agent (together with its successors and assigns, in such capacity, the "Collateral Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

**WHEREAS**, pursuant to the Credit Agreement, dated as of September 30, 2014, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement", among CP OpCo, LLC, a Delaware limited liability company (the "Borrower"), CP MidCo, LLC, a Delaware limited liability company ("Holdings"), Classic Tents, LLC, a Delaware limited liability company (the "Subsidiary Guarantor"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, and BMO, as administrative agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, the Grantor is party to a Guaranty and Security Agreement, dated as of September 30, 2014, in favor of the Collateral Agent (the "Guaranty and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on, and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed; provided, further, that upon such filing, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

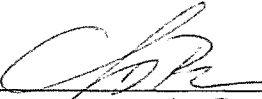
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[Signature pages follow]*

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

CP OPCO, LLC

By:   
Name: Charles Bown  
Title: CEO

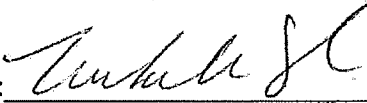
[Signature Page to Trademark Security Agreement]

**ACCEPTED AND AGREED**

**As of the date first above written:**

**BANK OF MONTREAL,**

as Collateral Agent

By:   
Name: Michelle Trosch  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005863 FRAME: 0803**

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**(First Supplemental Filing)**

**TRADEMARK APPLICATIONS**

Mark	Application No.	Filing Date
Enjoy the Experience	86905221	2/11/2016
Classic (design)	86904592	2/11/2016
Diamond (design)	86904698	2/11/2016