

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM407879

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SBE Hotel Licensing, LLC		11/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Security Benefit Corporation, as agent		
Street Address:	One Security Benefit Place		
City:	Topeka		
State/Country:	KANSAS		
Postal Code:	66636		
Entity Type:	Corporation: KANSAS		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	85760744	COME DREAM WITH US	
Registration Number:	4778065	SLEEP LYING STILL	
Serial Number:	86803993	SLS	
Serial Number:	86044846	SLS	
Registration Number:	4889764	SLS	
Registration Number:	4792127	SLS	
Registration Number:	4692686	SLS	
Serial Number:	86010829	SLS HOTEL CITIZEN	
Serial Number:	86010830	SLS HOTEL SOCIETY	
Registration Number:	4779096	SLS SLS LUX	
Serial Number:	86219544	SLS SLS LUX	
Serial Number:	86124362	THE KEY UNLOCKS YOUR DOOR, THE CODE UNLO	
Serial Number:	86010828	THE KEY UNLOCKS YOUR DOOR, THE SLS APP U	
Serial Number:	86126894	THE REDBURY	
Registration Number:	4756846	WORLD	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	392618-20
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NAME OF SUBMITTER:	Jean Paterson
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SIGNATURE:	/jep/
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DATE SIGNED:	12/06/2016
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Total Attachments: 7

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THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2016, is made by SBE Hotel Licensing, LLC (the “Grantor” and, collectively, the “Grantors”), in favor of Security Benefit Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Amended and Restated Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of November 30, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Amended and Restated Credit Agreement”), among SBE ENT HOLDINGS, LLC (“Borrower”), the other Credit Parties, the Lenders and 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;

WHEREAS, the Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement, dated as of November 30, 2016, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Amended and Restated Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Agent to enter into the Amended and Restated Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the 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 in Trademark Collateral. 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 Agent for the benefit of the Secured Parties, and grants to the 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;

(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.

Notwithstanding the foregoing, the Excluded Property shall not constitute Trademark Collateral.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

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 actions that the Grantor, in its reasonable business judgment, determines to be necessary in connection with their Trademarks that are subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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 Trademark Security 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, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SBE HOTEL LICENSING, LLC,
as Grantor

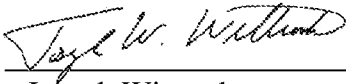
By: 

Name: Sam Nazarian

Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

SECURITY BENEFIT CORPORATION,
as Agent

By: 
Name: Joseph Wittrock
Title: VP, Investments

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

[see attached]

SBE Hotel Licensing, LLC
Trademark Schedule

Owner	Trademark	Country	Application No.	Filing Date	Reg. No.	Reg. Date	Status
SBE Hotel Licensing, LLC	COME DREAM WITH US	United States of America	85760744	23-Oct-2012			Pending
SBE Hotel Licensing, LLC	SLEEP LYING STILL	United States of America	86145614	17-Dec-2013	4778065	21-Jul-2015	Registered
SBE Hotel Licensing, LLC	SLS	United States of America	86803993	29-Oct-2015			Pending
SBE Hotel Licensing, LLC	SLS	United States of America	86044846	22-Aug-2013			Pending
SBE Hotel Licensing, LLC	SLS	United States of America	85542195	14-Feb-2012	4889764	19-Jan-2016	Registered
SBE Hotel Licensing, LLC	SLS	United States of America	86976747	22-Aug-2013	4792127	11-Aug-2015	Registered
SBE Hotel Licensing, LLC	SLS	United States of America	85235330	07-Feb-2011	4692686	24-Feb-2015	Registered
SBE Hotel Licensing, LLC	SLS HOTEL CITIZEN & Design (chandelier)	United States of America	86010829	15-Jul-2013			Pending
SBE Hotel Licensing, LLC	SLS HOTEL SOCIETY & Design (chandelier)	United States of America	86010830	15-Jul-2013			Pending
SBE Hotel Licensing, LLC	SLS SLS LUX & Design (chandelier)	United States of America	86976566	12-Mar-2014	4779096	21-Jul-2015	Registered
SBE Hotel Licensing, LLC	SLS SLS LUX & Design (chandelier)	United States of America	86219544	12-Mar-2014			Pending
SBE Hotel	THE KEY UNLOCKS	United States of	86124362	20-Nov-2013			Pending

Owner	Trademark	Country	Application No.	Filing Date	Reg. No.	Reg. Date	Status
Licensing, LLC	YOUR DOOR, THE CODE UNLOCKS YOUR EXPERIENCE	America					
SBE Hotel Licensing, LLC	THE KEY UNLOCKS YOUR DOOR, THE SLS APP UNLOCKS YOUR EXPERIENCE	United States of America	86010828	15-Jul-2013			Pending
SBE Hotel Licensing, LLC	THE REDBURY	United States of America	86126894	22-Nov-2013			Pending
SBE Hotel Licensing, LLC	WORLD	United States of America	86144525	16-Dec-2013	4756846	16-Jun-2015	Registered