

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIGHGATE HOTELS, L.P.		12/23/2016	Limited Partnership:
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5014634	24 NORTH	
Serial Number:	87040519	HG HIGHGATE	
Registration Number:	3978579	CITYHOUSE	
Registration Number:	3887012	CITYHOUSE	
Registration Number:	4099605	HIGHGATE HOTELS	
Serial Number:	87040212	HIGHGATE	
Serial Number:	86158774	HIGHGATE HOTELS	
Serial Number:	86420899	HIGHGATE HOTELS	
Registration Number:	4902562	GGGG THE GATES	
Registration Number:	4902560	THE GATES	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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>			
Phone:	212.310.8583		
Email:	juan.arias@weil.com		
Correspondent Name:	Christina O'Connell		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		

CH \$265.00 5014634

ATTORNEY DOCKET NUMBER:	C. O'Connell-15570.0019
NAME OF SUBMITTER:	CHRISTINA O'CONNELL
SIGNATURE:	/CHRISTINA O'CONNELL/
DATE SIGNED:	12/23/2016

Total Attachments: 5

source=Highgate - Trademark Security Agreement (Execution Version)#page1.tif
source=Highgate - Trademark Security Agreement (Execution Version)#page2.tif
source=Highgate - Trademark Security Agreement (Execution Version)#page3.tif
source=Highgate - Trademark Security Agreement (Execution Version)#page4.tif
source=Highgate - Trademark Security Agreement (Execution Version)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2016, is made by each of the entities listed on the signature pages hereof in favor of Antares Capital LP, a Delaware limited partnership, as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the First Lien Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of December 23, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among Castle Management Holdco LLC, a Delaware limited liability company, Castle Management Borrower LLC, a Delaware limited liability company, the other Credit Parties party thereto, the Lenders from time to time party thereto and the Agent, as Agent, the Lenders have severally agreed to make extensions of credit to the Borrower (as defined in the First Lien Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a First Lien Guaranty and Security Agreement, dated as of December 23, 2016, in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the First Lien 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, the L/C Issuer and the Agent to enter into the First Lien Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each 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. Each 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 such Grantor, hereby 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 such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including those referred to on Schedule 1 hereto;
- (b) all renewals 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 or other violation thereof.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted under this Agreement in any intent-to-use Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office or to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law of the United States.

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 each 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


Section 4. 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 5. 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.

HIGHGATE HOTELS, L.P.
as Grantor

By: 
Name: Rick Whitworth
Title: Authorized Signatory

ANTARES CAPITAL LP
as Agent

By: _____
Name:
Title:

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 005951 FRAME: 0326

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.

HIGHGATE HOTELS, L.P.
as Grantor

By: _____
Name:
Title:

ANTARES CAPITAL LP
as Agent

By: Scott Renzulli
Name: Scott Renzulli
Title: Managing Director

Schedule 1

Trademarks

Mark	Registration Number / (Application Number)	File Date	Owner	Jurisdiction
24 North	T16000000244	3/11/2016	Highgate Hotels, L.P.	Florida
24 NORTH	5,014,634	10/12/2015	Highgate Hotels, L.P.	USPTO
HG HIGHGATE (stylized)	(87/040,519)	5/17/2016	Highgate Hotels, L.P.	USPTO
CITYHOUSE	3,978,579	2/13/2009	Highgate Hotels, L.P.	USPTO
CITYHOUSE (stylized)	3,887,012	2/13/2009	Highgate Hotels, L.P.	USPTO
HIGHGATE HOTELS (stylized)	4,099,605	4/15/2009	Highgate Hotels, L.P.	USPTO
HIGHGATE	(87/040,212)	5/17/2016	Highgate Hotels, L.P.	USPTO
HIGHGATE	15496151	5/31/2016	Highgate Hotels, L.P.	Community Trademark (European)
HG HIGHGATE	15496219	5/31/2016	Highgate Hotels, L.P.	Community Trademark (European)
HIGHGATE HOTELS (stylized)	(86/158,744)	1/7/2014	Highgate Hotels, L.P.	USPTO
HIGHGATE HOTELS (stylized) Class 36	(86/420,899)	10/10/2014	Highgate Hotels, L.P.	USPTO
THE GATES & logo	4,902,562	8/21/2014	Highgate Hotels, L.P.	USPTO
THE GATES	4,902,560	8/21/2014	Highgate Hotels, L.P.	USPTO
HIGHGATE	14194071	6/4/2015	Highgate Hotels, L.P.	Community Trademark (European)
HIGHGATE HOTELS (stylized)	14194195	6/4/2015	Highgate Hotels, L.P.	Community Trademark (European)
HIGHGATE HOTELS	14194179	6/4/2015	Highgate Hotels, L.P.	Community Trademark (European)
RUM ROW	T15000000900	9/13/2015	Highgate Hotels, L.P.	Florida
RUM ROW & Design	T150000001003	9/15/2015	Highgate Hotels, L.P.	Florida