

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HILTON RESORTS CORPORATION		03/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	BANK: GERMANY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3509997	GRAND WAIKIKIAN	
Registration Number:	4737682	IQ HAWAII, IQ + I LOVE HAWAII	
Registration Number:	3843660	PARC SOLEIL	
Registration Number:	3856563	SPA MERGE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F169206 hrc agmt		
NAME OF SUBMITTER:	Alan Delaney		
SIGNATURE:	/Alan Delaney/		
DATE SIGNED:	03/24/2017		
Total Attachments: 5			

OP \$115.00 3509997

source=#89503915v1 - (HRC Trademark Agreement)#page2.tif
source=#89503915v1 - (HRC Trademark Agreement)#page3.tif
source=#89503915v1 - (HRC Trademark Agreement)#page4.tif
source=#89503915v1 - (HRC Trademark Agreement)#page5.tif
source=#89503915v1 - (HRC Trademark Agreement)#page6.tif

TRADEMARK SECURITY AGREEMENT (SHORT FORM)

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 24, 2017, by HILTON RESORTS CORPORATION (the “Grantor”) in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of December 28, 2016 (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 Grantor is 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 Grantor hereby agrees 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 Grantor 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 such Grantor’s right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all registered Trademarks and Trademarks with respect to which applications for registration are pending of such Grantor, including the registered Trademarks and Trademark applications listed on Schedule I attached hereto.

SECTION 3. The 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 the Grantor hereby acknowledges and affirms 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. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on 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.

[Signature pages follow.]

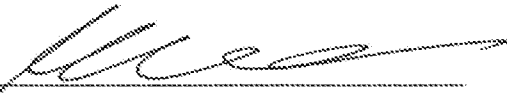
HILTON RESORTS CORPORATION

By: 

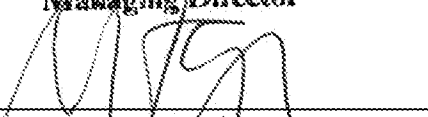
Name: Allen Klingsick

Title: Vice President

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent


By: 

Name **Anca Trifan**
Title **Managing Director**

By: 

Name **Marcus Tarkington**
Title **Director**

Schedule I
Trademark Registrations and Use Applications

Owner	Mark	Registration No.	Registration Date
Hilton Resorts Corporation	GRAND WAIKIKIAN	3509997	September 30, 2008
Hilton Resorts Corporation		4737682	May 19, 2015
Hilton Resorts Corporation	PARC SOLEIL	3843660	September 7, 2010
Hilton Resorts Corporation	SPA MERGE	3856563	October 5, 2010