

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422742

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Seminole Hard Rock Entertainment, Inc.		03/27/2017	Corporation: FLORIDA
Seminole Hard Rock International LLC		03/27/2017	Limited Liability Company: FLORIDA
Hard Rock Cafe International (USA), Inc.		03/27/2017	Corporation: FLORIDA

## RECEIVING PARTY DATA

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

## PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
<b>Serial Number:</b>	86965515	LOVE. AMPLIFIED.
<b>Serial Number:</b>	87019975	SOUND BODY BY HARD ROCK
<b>Serial Number:</b>	87020275	SOUNDBITES A HARD ROCK INSPIRATION
<b>Serial Number:</b>	87064150	HARD ROCK
<b>Serial Number:</b>	87065103	HARD ROCK STADIUM
<b>Serial Number:</b>	87070516	IT ALL STARTS WITH A LITTLE ROCK
<b>Serial Number:</b>	87107751	HARD ROCK
<b>Serial Number:</b>	87108032	SLEEP LIKE A ROCK
<b>Serial Number:</b>	87134512	HARD ROCK STADIUM
<b>Serial Number:</b>	87134521	HARD ROCK STADIUM
<b>Serial Number:</b>	87134508	HARD ROCK STADIUM
<b>Serial Number:</b>	87183204	HARD ROCK CAFE BAROCKER
<b>Serial Number:</b>	87183074	HARD ROCK CASINO
<b>Serial Number:</b>	87185093	SOUNDBITES

OP \$715.00 86965515

Property Type	Number	Word Mark
Serial Number:	87187540	HARD ROCK
Serial Number:	87214903	MADE FOR MUSIC
Serial Number:	87214928	IT'S SHOW TIME
Serial Number:	87224785	SB
Serial Number:	87333282	REVERB
Serial Number:	87333262	REVERB CASINO
Serial Number:	87333270	REVERB ROCKSINO
Serial Number:	87349006	DRG BRNCH SUNDAYS
Serial Number:	87351060	SOUND TRACKS
Serial Number:	86980517	HARD ROCK ROXTARS
Registration Number:	5116118	HARD ROCK HEALS FOUNDATION
Registration Number:	5124339	HARD ROCK GUITAR COMPANY
Registration Number:	5129135	HARD ROCK
Serial Number:	87094425	HARD ROCK

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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.*

**Phone:** 614-280-3566

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** James Murray

**Address Line 1:** 4400 Easton Commons Way, Suite 125

**Address Line 2:** CT Corporation

**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Elaine Carrera

**SIGNATURE:** /Elaine Carrera/

**DATE SIGNED:** 04/06/2017

**Total Attachments: 7**

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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of March 27, 2017, 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 dated as of May 14, 2013 (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.

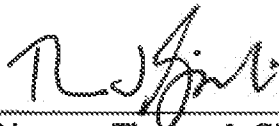
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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.

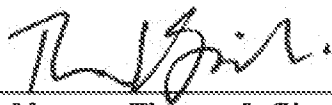
[signature page follows]

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.

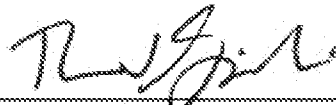
SEMINOLE HARD ROCK ENTERTAINMENT,  
INC.

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

SEMINOLE HARD ROCK INTERNATIONAL,  
LLC

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

HARD ROCK CAFE INTERNATIONAL (USA), INC.

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

[Trademark Security Agreement]

TRADEMARK  
REEL: 006028 FRAME: 0707

Accepted and Agreed:

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

By:

  
Name: Darleen R. DiGrazia  
Title: Vice President

[Trademark Security Agreement]

TRADEMARK  
REEL: 006028 FRAME: 0708

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Applications**

<u>Mark</u>	<u>Classes</u>	<u>App. No.</u>	<u>App. Date</u>
LOVE. AMPLIFIED.	14,25,36	86/965,515	4/5/2016
SOUND BODY BY HARD ROCK & Design	44	87/019,975	4/29/2016
SOUNDBITES A HARD ROCK INSPARATION	41,43	87/020,275	4/29/2016
HARD ROCK	35,43	87/064,150	6/8/2016
HARD ROCK STADIUM	35,43	87/065,103	6/8/2016
IT ALL STARTS WITH A LITTLE ROCK	41,45	87/070,516	6/14/2016
HARD ROCK & Design	9	87/094,425	7/6/2016
HARD ROCK	11,20,21,28,30	87/107,751	7/18/2016
SLEEP LIKE A ROCK	20,24	87/108,032	7/18/2016
HARD ROCK STADIUM & Design (gold/blue with black outline)	35,43	87/134,512	8/10/2016
HARD ROCK STADIUM & Design (gold/blue)	35,43	87/134,521	8/10/2016
HARD ROCK STADIUM & Design (solid blue line)	35,43	87/134,508	8/10/2016
HARD ROCK CAFÉ BAROCKER & Design	41	87/183,204	9/26/2016
HARD ROCK CASINO & Design	25	87/183,074	9/26/2016
SOUNDBITES	41,43	87/185,093	9/27/2016

HARD ROCK & Design	9	87/187,540	9/29/2016
MADE FOR MUSIC	43	87/214,903	10/25/2016
IT'S SHOW TIME	43	87/214,928	10/25/2016
SB Logo	43	87/224,785	11/3/2016
REVERB	41	87/333,282	2/13/2017
REVERB CASINO	41	87/333,262	2/13/2017
REVERB ROCKSINO	41	87/333,270	2/13/2017
DRG BRNCH SUNDAYS & Design	41	87/349,006	2/24/2017
SOUND TRACKS	39	87/351,060	2/27/2017
HARD ROCK ROXTARS & Design	14,16,25,28	86/980,517	1/6/2014

### Trademark Registrations

<u>Mark</u>	<u>Classes</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Appl. No.</u>	<u>Reg. No.</u>
HARD ROCK HEALS FOUNDATION & Design	36	2/4/2016	1/3/2017	86/980,870	5,116,118
HARD ROCK GUITAR COMPANY & Design	25	7/6/2016	1/17/2017	87/094,399	5,124,339
HARD ROCK	4	7/11/2016	1/24/2017	87/099,989	5,129,135