

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Highland Resources, Inc.		08/04/2017	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	H.E. Driskill, LLC		
Street Address:	150 North Riverside Plaza, 14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2515171	D	
Registration Number:	2512607	THE DRISKILL	
Registration Number:	2779243	1886 CAFE & BAKERY	
Registration Number:	2651340		
Registration Number:	4616130	THE DRISKILL	
CORRESPONDENCE DATA			
Fax Number:	3122512174		
<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:	312-368-4000		
Email:	ch.tm@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US), Peggy McBride		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
NAME OF SUBMITTER:	Peggy L McBride		
SIGNATURE:	/PLMcBride/		
DATE SIGNED:	09/13/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of ~~August 4~~ August 4, 2017, is between HIGHLAND RESOURCES, INC., a Texas corporation (the "Grantor"), and H.E. DRISKILL, LLC, a Delaware limited liability company (the "Grantee"), and together with the Grantor, the "Parties").

RECITALS

WHEREAS, the Grantor owns all right, title and interest in and to the trademark THE DRISKILL, and variations thereof, including, but not limited to, those trademarks shown on Schedule 1 annexed hereto (collectively, the "DRISKILL Marks");

WHEREAS, the Grantor is the lessor and the Grantee is the lessee under that certain Lease Indenture dated as of May 1, 1971 (as amended, restated, modified or supplemented from time to time, the "Lease Indenture");

WHEREAS, as of the date hereof, the Parties have entered into that certain Fifth Amendment of Lease Indenture (the "Fifth Amendment"), under which, among other things, the Grantor granted an exclusive license to Grantee to use the DRISKILL Marks in connection with the Grantee's management, ownership, operation, maintenance, promotion and advertisement of the DRISKILL HOTEL (as defined in the Fifth Amendment), all as further described in Section 6 of the Fifth Amendment; and

WHEREAS, in connection with entering into the Fifth Amendment, the Grantor desires to grant to the Grantee a security interest in the DRISKILL Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Lease Indenture

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants to the Grantee a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in and to the following Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party related to the DRISKILL HOTEL, including those referred to on Schedule 1 (which schedule lists as of the date hereof only owned U.S. registered material Trademarks and Trademark Licenses (other than internet domain names)), provided that Trademark Collateral shall not include any "intent-to-use" trademark applications filed with the United States Trademark Office unless and until a statement of use or amendment to allege use is filed with and accepted by the United States Trademark Office in connection with any such "intent-to-use" trademark applications;

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

(c) all products and all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the Grantor's performance of its obligations, whether now existing or arising hereafter, under the Lease Indenture.

4. AUTHORIZATION TO SUPPLEMENT. The Parties may amend Schedule 1 to include any future United States registered trademarks or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so amend Schedule 1 shall in any way affect, invalidate or detract from the Grantee's continuing security interest in all Collateral, whether or not listed on Schedule 1.

5. TERMINATION. Under no event shall the Grantee's right to use the DRISKILL Marks terminate during the term of the Grantee's lawful possession of the DRISKILL HOTEL pursuant to the Lease Indenture. For the avoidance of doubt, so long as the Grantee, or its successors, shall be in lawful possession of the DRISKILL HOTEL, or any portion thereof, or otherwise maintain rights to lawful possession thereof under the Lease Indenture, the Grantor shall not interfere with the Grantee's rights hereunder or those of its successors. The right to use the DRISKILL Mark is coexistent with the right of possession and cannot be terminated unless all possessory rights under the Lease are terminated.

6. INCORPORATION BY REFERENCE. The terms of Section 6 of the Lease Indenture are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

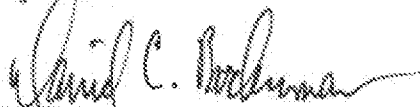
7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

HIGHLAND RESOURCES, INC.,
a Texas corporation

By:



David C. Bodenman
Vice President

Acknowledged:

H.E. DRISKILL, LLC,
a Delaware limited liability company

Handwritten mark

By: *[Signature]*
Name: Robert M. [unclear]
Title: Vice President

SCHEDULE 1

U.S. Trademark Registration No. 2515171 for D (and design)

U.S. Trademark Registration No. 2512607 for THE DRISKILL

U.S. Trademark Registration No. 2779243 for 1886 CAFÉ & BAKERY

U.S. Trademark Registration No. 2651340 for the Driskill Hotel Building Design

U.S. Trademark Registration No. 4616130 for THE DRISKILL

Any and all common law rights associated with the mark THE DRISKILL, and variations thereof, in which LESSOR owns rights

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