

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big Cedar, L.L.C		09/25/2017	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	135 LaSalle St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Natl. Assoc.: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	85981709	MISSOURI MULE SHINE...IT WILL KICK YOURA	
Registration Number:	4860467	CEDAR CREEK SPA AT BIG CEDAR	
Registration Number:	5055048	CEDAR CREEK SPA AT BIG CEDAR	
Registration Number:	4859373	LEGENDS BIG CEDAR LODGE	
Serial Number:	87021817	BUFFALO RIDGE MOUNTAIN TOP	
Registration Number:	5208701	CEDAR CREEK SPA AT BIG CEDAR LODGE	
Serial Number:	87208727	BIG CEDAR MOUNTAIN TOP	
Serial Number:	87234545	PAYNE'S VALLEY GOLF COURSE	
Serial Number:	87251182	BIG CEDAR NINE & DINE	
Serial Number:	87317980	JOHNNY MORRIS' CAVES COURSE	
Serial Number:	87317994	CAVES COURSE	
Serial Number:	87318016	CAVES VALLEY	
Serial Number:	87330476	JOHNNY MORRIS' LAKE OKEECHOBEE ROD AND G	
Serial Number:	87330497	FLORIDIAN ROD AND GUN CLUB ON LAKE OKEEC	
Serial Number:	87152781	1921	
Registration Number:	4916618	BIG CEDAR LODGE AMERICA'S PREMIER WILDER	
Registration Number:	5063135	BIG CYPRESS LODGE	
Registration Number:	5169591		
Serial Number:	85629900	MISSOURI MULE SHINE...IT WILL KICK YOUR	
TRADEMARK			

OP \$565.00 85981709

Property Type	Number	Word Mark
Registration Number:	4782508	BIG CYPRESS LODGE
Registration Number:	1885496	BUZZARD BAR
Registration Number:	1942145	DEVIL'S POOL RESTAURANT

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@clarivate.com

Correspondent Name: William Wolff

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	92004.0005
NAME OF SUBMITTER:	William Wolff
SIGNATURE:	/Michael Barys/
DATE SIGNED:	09/25/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of September 25, 2017, by Big Cedar, L.L.C. (the "Grantor"), in favor of Bank of America, N.A., in its capacity as administrative agent and collateral agent (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Grantor is to that certain Term Loan Guarantee and Collateral Agreement dated as of September 25, 2017 (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 foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (i) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;
- (ii) all goodwill associated therewith or symbolized thereby;

- (iii) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (iv) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

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 the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Trademarks record 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 ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

[Signature page follows]

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.

..... BIG CEDAR, L.L.C., as a Grantor

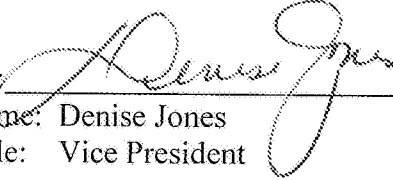
By:


Name: James A. Hagale
Title: President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

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

By: 
Name: Denise Jones
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

U.S. TRADEMARKS			
SERIAL NO.	REG. NO.	MARK	OWNER
85981709		MISSOURI MULE SHINE...IT WILL KICK YOUR ASS!	BIG CEDAR, L.L.C.
86263600	4860467	CEDAR CREEK SPA AT BIG CEDAR	BIG CEDAR, L.L.C.
86267914	5055048	CEDAR CREEK SPA AT BIG CEDAR	BIG CEDAR, L.L.C.
86605182	4859373	LEGENDS BIG CEDAR LODGE	BIG CEDAR, L.L.C.
87021817		BUFFALO RIDGE MOUNTAIN TOP	BIG CEDAR, L.L.C.
87196458	5208701	CEDAR CREEK SPA AT BIG CEDAR LODGE	BIG CEDAR, L.L.C.
87208727		BIG CEDAR MOUNTAIN TOP	BIG CEDAR, L.L.C.
87234545		PAYNE'S VALLEY GOLF COURSE	BIG CEDAR, L.L.C.
87251182		BIG CEDAR NINE & DINE	BIG CEDAR, L.L.C.
87317980		JOHNNY MORRIS' CAVES COURSE	BIG CEDAR, L.L.C.
87317994		CAVES COURSE	BIG CEDAR, L.L.C.
87318016		CAVES VALLEY	BIG CEDAR, L.L.C.
87330476		JOHNNY MORRIS' LAKE OKEECHOBEE ROD AND GUN CLUB	BIG CEDAR, L.L.C.
87330497		FLORIDIAN ROD AND GUN CLUB ON LAKE OKEECHOBEE	BIG CEDAR, L.L.C.
87152781		1921	BIG CEDAR, L.L.C.
86364311	4916618	BIG CEDAR LODGE AMERICA'S PREMIER WILDERNESS RESORT	BIG CEDAR, L.L.C.
86929567	5063135	BIG CYPRESS LODGE	BIG CEDAR, L.L.C.
86937759	5169591	DESIGN ONLY	BIG CEDAR, L.L.C.
85629900		MISSOURI MULE SHINE...IT WILL KICK YOURASS!	BIG CEDAR, L.L.C.
86019754	4782508	BIG CYPRESS LODGE	BIG CEDAR, L.L.C.
74527893	1885496	BUZZARD BAR	BIG CEDAR, L.L.C.
74525666	1942145	DEVIL'S POOL RESTAURANT	BIG CEDAR, L.L.C.