

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467224

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>RESUBMIT DOCUMENT ID:</b>	900439270		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DR FORTRESS, LLC		12/01/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRESTLINE DIRECT FINANCE, L.P., as Collateral Agent		
<b>Street Address:</b>	201 Main Street		
<b>Internal Address:</b>	Suite 1900		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4161011	DRFORTRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212-294-2684		
<b>Email:</b>	trademarkny@winston.com		
<b>Correspondent Name:</b>	Brian C. Jansen		
<b>Address Line 1:</b>	2501 N. Harwood St., 17th floor		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	180253.00002		
<b>NAME OF SUBMITTER:</b>	Brian C. Jansen		
<b>SIGNATURE:</b>	/Brian C. Jansen by trademarkny/		
<b>DATE SIGNED:</b>	03/27/2018		
<b>Total Attachments: 7</b>			
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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of December 1, 2017, by **DR FORTRESS, LLC**, a Delaware limited liability company (“**Company**”, and “**Grantor**”), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as Collateral Agent (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement or the Security Agreement (each as defined below).

### **RECITALS**

**WHEREAS**, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Grantor, certain Subsidiaries of Grantor party thereto from time to time, the Lenders party thereto from time to time and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed, subject to the terms and conditions set forth therein, to make extensions of credit to Company (the “**Loans**”);

**WHEREAS**, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, Grantor has executed and delivered to Agent that certain Pledge and Security Agreement, dated as of the date hereof, by and among the Grantor, certain affiliates of Grantor party thereto from time to time, and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

**WHEREAS**, under the terms of the Security Agreement, Grantor has granted to Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright office;

**NOW, THEREFORE**, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### **AGREEMENT**

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the “**IP Collateral**”):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, renewals, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”), excluding any “intent-to-use” trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(d) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(e) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(f) Any and all amendments, renewals, extensions, reissues and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantor’s request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to Agent to evidence such termination.

4. Authorization to Supplement. If Grantor shall obtain rights to any new IP Collateral, the provisions of this IP Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any new IP Collateral or renewal or

extension of any registration thereof. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this IP Security Agreement at any time and from time to time by amending the schedules to include any other or additional IP Collateral of Grantor, in each case, without any notice to, or the consent of, Grantor. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend the schedules thereto shall in any way affect, invalidate, or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on the attached schedules.

5. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Secured Parties, under the Security Agreement. The rights and remedies of the Grantor and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. Grantor acknowledges and agrees that the obligations, representations, warranties and covenants contained in the Security Agreement shall not be superseded hereby but shall remain in effect to the extent provided therein. If any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

(c) This IP Security Agreement and the rights and obligations hereunder shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York, without regard to conflicts of laws principles thereof.

***[Remainder of Page Intentionally Blank; Signature Page Follows]***

IN WITNESS WHEREOF, the undersigned has executed this IP Security Agreement as of the date first written above.

GRANTOR:

DR FORTRESS, LLC

By: \_\_\_\_\_

Name: Rosa White

Title: Chief Financial Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK  
REEL: 006300 FRAME: 0612

**SCHEDULE A**

**COPYRIGHT COLLATERAL**

Registered Copyrights:

None.

Pending Copyright Applications:

None.

**SCHEDULE B**

**PATENT COLLATERAL**

Registered Patents:

None.

Pending Patent Applications:


None.



**SCHEDULE C**

**TRADEMARK COLLATERAL**

Registered Trademarks:

<b>Record Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
DR Fortress, LLC		4161011	October 21, 2011	USA

Pending Trademark Applications:

None.