

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481916

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MBR OPERATING CO., INC.		07/02/2018	Corporation: DELAWARE
MBR ASSET COMPANY, LLC		07/02/2018	Limited Liability Company: DELAWARE
MONROE MBR, LLC		07/02/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	National Banking Association: UNITED STATES
Name:	BARCLAYS BANK PLC
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: ENGLAND AND WALES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	87653882	PART & PARCEL MARKET
Serial Number:	87505890	MONARCH BEACH RESORT
Registration Number:	5492673	SOMBRA
Registration Number:	5492671	SOMBRA
Registration Number:	5481579	AVEO TABLE + BAR
Registration Number:	5481577	AVEO TABLE + BAR
Registration Number:	5324629	PART & PARCEL MARKET
Registration Number:	5054036	PART & PARCEL MARKET
Registration Number:	5324628	PART & PARCEL

CH \$240.00 87653882

CORRESPONDENCE DATA**Fax Number:** 2125046666*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:** 2125046000**Email:** jennifer.chick@cwt.com**Correspondent Name:** Cadwalader, Wickersham & Taft LLP**Address Line 1:** 200 Liberty Street**Address Line 4:** New York, NEW YORK 10281**ATTORNEY DOCKET NUMBER:** 94987.332**NAME OF SUBMITTER:** Jennifer A. Chick**SIGNATURE:** /Jennifer A. Chick/**DATE SIGNED:** 07/16/2018**Total Attachments: 8**

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SHORT FORM INTELLECTUAL
PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Short Form IP Security Agreement**") dated July 2, 2018, is made by **MBR OPERATING CO., INC.**, a Delaware corporation, having an office at c/o KSL Capital Partners, LLC, 100 St. Paul Street, Suite 800, Denver, Colorado 80206, **MBR ASSET COMPANY, LLC**, a Delaware limited liability company, having an office at c/o KSL Capital Partners, LLC, 100 St. Paul Street, Suite 800, Denver, Colorado 80206, **MONROE MBR, LLC**, a Delaware limited liability company, having an office at c/o KSL Capital Partners, LLC, 100 St. Paul Street, Suite 800, Denver, Colorado 80206 (collectively, "**Pledgor**"), in favor of **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a banking association chartered under the laws of the United States of America, having an address at 383 Madison Avenue, New York, New York 10179 ("**JPM**") and **BARCLAYS BANK PLC**, a public company registered in England and Wales, having an address at 745 Seventh Avenue, New York, New York 10019 ("**Barclays**", and together with JPM and their respective successors and assigns, collectively, "**Lender**"). Terms used but not defined herein shall have the meaning assigned to them in the Intellectual Property Security Agreement (defined below).

WITNESSETH

WHEREAS, Lender has entered into certain loan documents dated as of July 2, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Documents**"), pursuant to which Lender agreed to make loans to certain Borrowers thereto, secured by the liens and security interests of certain security agreements;

WHEREAS, in connection with the Loan Documents, the Pledgor and the Lender have entered into the Intellectual Property Security Agreement dated July 2, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Intellectual Property Security Agreement**") in order to induce Lender to make loans specified in the Loan Documents;

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Pledgor has pledged and granted to the Lender a security interest in, among other property, certain Intellectual Property of the Pledgor, and have agreed as a condition thereof to execute this Short Form IP Security Agreement for recording with the United States Patent and Trademark Office;

WHEREAS, the Pledgor has duly authorized the execution, delivery and performance of this Short Form IP Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees, for the benefit of the Lender, as follows:

SECTION 1. Grant of Security. Pledgor hereby pledges, and grants to the Lender, as collateral security for the prompt and complete payment and performance when due (whether

at the stated maturity, by acceleration or otherwise) of the Debt, a first priority security interest in and Lien on all of Pledgor's right, title and interest to and under, in each case, whether now owned or existing, or hereafter acquired or arising in the following (the "Collateral"):

- (a) the United States registered Trademarks and Trademarks for which United States applications are pending and are owned by Pledgor, including as set forth in Schedule A hereto, and all goodwill associated therewith or symbolized thereby;
- (b) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing; and
- (c) all Proceeds of any of the foregoing.

Notwithstanding anything to the contrary contained in the foregoing clauses, the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, provided that, and to the extent and for the duration that the security interest granted in such intent-to-use Trademark applications will invalidate, terminate, impair or abandon such applications under applicable law.

For the avoidance of doubt, the security interest in the Collateral granted pursuant to this Section 1 shall not be construed as a present assignment to the Lender of any of the Pledgor's right, title or interest in, to or under any of the Collateral.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Pledgor under this Short Form IP Security Agreement secures the payment of all Obligations of Pledgor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Short Form IP Security Agreement secures, as to Pledgor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by Pledgor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Pledgor.

SECTION 3. Recordation. This Short Form IP Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Pledgor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Short Form IP Security Agreement.

SECTION 3. Execution in Counterparts. This Short Form IP 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 original.

SECTION 4. Grants, Rights and Remedies. This Short Form IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Intellectual Property Security Agreement. In the event of any conflict between the terms of this Short Form IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

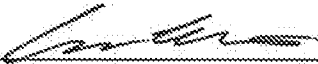
SECTION 5. Governing Law. This Short Form IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Short Form IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

IN WITNESS WHEREOF, the parties have caused this Short Form Agreement to be executed by their duly authorized officers as of the date set forth above.

PLEDGOR:

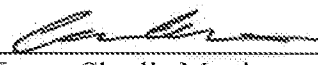
MONROE MBR, LLC, a Delaware limited liability company

By: 
Name: Charlie Martin
Title: Chief Financial Officer, Treasurer and Assistant Secretary

MBR OPERATING CO., INC., a Delaware corporation

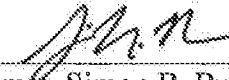
By: 
Name: Charlie Martin
Title: Chief Financial Officer, Treasurer and Assistant Secretary

MBR ASSET COMPANY LLC, a Delaware limited liability company

By: 
Name: Charlie Martin
Title: Chief Financial Officer, Treasurer and Assistant Secretary

LENDER:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a banking association
chartered under the laws of the United States
of America



By: 
Name: Simon B. Burce
Title: Vice President


LENDER:

BARCLAYS BANK PLC, a public company
registered in England and Wales

By: SK
Name: Sabrina Khabie
Title: Authorized Signatory

**SCHEDULE A
TRADEMARKS**

Trademark	Class(es)	Reg. No./ Appl. No	Reg. Date/ Filing Date	Status
PART & PARCEL MARKET	35	87/653,882	10/20/2017	Pending, 1(a)
	41, 43, 44	87/505,890	6/26/2017	Pending, 1(a)
	43	5,492,673	6/12/2018	Registered
SOMBRA	43	5,492,671	6/12/2018	Registered
	43	5,481,579	5/29/2018	Registered
AVEO TABLE + BAR	43	5,481,577	5/29/2018	Registered

Trademark	Class(es)	Reg. No./ Appl. No	Reg. Date/ Filing Date	Status
	43	5,324,629	10/31/2017	Registered
PART & PARCEL MARKET	43	5,054,036	10/4/2016	Registered
PART & PARCEL	43	5,324,628	10/31/2017	Registered