

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489139

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VStar Entertainment Group, LLC		08/28/2018	Limited Liability Company: DELAWARE
Cirque Dreams Holdings LLC		08/28/2018	Limited Liability Company: DELAWARE
VStar Theatrical, LLC		08/28/2018	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4649722	CIRQUE DREAMS ROCKS	
Registration Number:	4649721	CIRQUE DREAMS SPLASHTASTIC	
Registration Number:	4622054	CIRQUE DREAMS REVEALED	
Registration Number:	4515300	CIRQUE DREAMS KIDSTIME	
Registration Number:	2945963	CIRQUE DREAMS	
Registration Number:	3637794	CIRQUE DREAMS JUNGLE FANTASY	
Registration Number:	3521158	CIRQUE DREAMS COOBRILA	
Registration Number:	3521159	CIRQUE DREAMS ILLUMINATION	
Registration Number:	5172214	CIRQUE DREAMS UNWRAPPED	
Registration Number:	5470711	CIRQUE DREAMS AND STEAM	
Registration Number:	5470712	CIRQUE DREAMS EPICUREAN	
Registration Number:	4267019	PLAY ZONE	
Registration Number:	4267018	PLAY ZONE	
Registration Number:	2853743	VEE	
Registration Number:	2236636	VEE CORPORATION A WORLD OF ENTERTAINMENT	

OP \$515.00 4649722

Property Type	Number	Word Mark
Registration Number:	5157140	VSTAR
Registration Number:	5157141	VSTAR ENTERTAINMENT GROUP
Serial Number:	87614739	CIRQUE DREAMS STORYBOOK
Serial Number:	87669310	DINOSAUR TIME MACHINE
Serial Number:	87645549	DINOSAUR TIME TREK

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	09/07/2018

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of August 28, 2018, by and among **VSTAR ENTERTAINMENT GROUP, LLC**, a Delaware limited liability company, **CIRQUE DREAMS HOLDINGS LLC**, a Delaware limited liability company, **VSTAR THEATRICAL, LLC**, a Minnesota limited liability company (together with Vstar Entertainment Group, LLC and Cirque Dreams Holdings LLC, each a “Grantor”, and collectively, the “Grantors”), and **ROYAL BANK OF CANADA**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Grantor is party to a First Lien Pledge and Security Agreement, dated as of July 8, 2015 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “First Lien Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is 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 continue to extend credit under the Credit Agreement (as defined in the First Lien Security Agreement), each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor 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 Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto constituting Collateral;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. First Lien 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 First Lien Security Agreement, and each Grantor hereby acknowledges and affirms 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 First Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to each Grantor

an instrument in writing in recordable form releasing the collateral pledge, grant, 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 (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

VSTAR ENTERTAINMENT GROUP, LLC
CIRQUE DREAMS HOLDINGS LLC
VSTAR THEATRICAL, LLC

By: 

Name: Stéphane Lefebvre

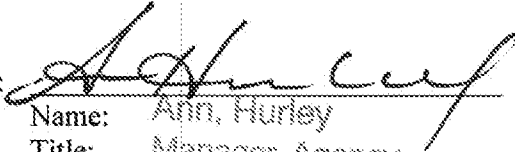
Title: Secretary and Treasurer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006458 FRAME: 0817

Accepted and Agreed:

ROYAL BANK OF CANADA,
as Collateral Agent




By: 
Name: Ann, Hurley
Title: Manager, Agency

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006458 FRAME: 0818

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Cirque Dreams Holdings LLC	4649722	CIRQUE DREAMS ROCKS
Cirque Dreams Holdings LLC	4649721	CIRQUE DREAMS SPLASHTASTIC
Cirque Dreams Holdings LLC	4622054	CIRQUE DREAMS REVEALED
Cirque Dreams Holdings LLC	4515300	CIRQUE DREAMS KIDSTIME
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Cirque Dreams Holdings LLC	5172214	CIRQUE DREAMS UNWRAPPED
Cirque Dreams Holdings LLC	5470711	CIRQUE DREAMS AND STEAM
Cirque Dreams Holdings LLC	5470712	CIRQUE DREAMS EPICUREAN
VStar Theatrical, LLC (f/k/a VEE Corporation)	4267019	
VStar Theatrical, LLC (f/k/a VEE Corporation)	4267018	
VStar Theatrical, LLC (f/k/a VEE Corporation)	2853743	VEE
VStar Theatrical, LLC (f/k/a VEE Corporation)	2236636	VEE CORPORATION A WORLD OF ENTERTAINMENT
Blue Star Media Holdings LLC	5157140	VSTAR
Blue Star Media Holdings LLC	5157141	

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Cirque Dreams Holdings LLC	87/614,739 (Pending ITU)	CIRQUE DREAMS STORYBOOK
Vstar Entertainment Group, LLC	87/669,310 (Pending ITU)	DINOSAUR TIME MACHINE
Vstar Entertainment Group, LLC	87/645,549 (Pending ITU)	DINOSAUR TIME TREK