

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505086

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900472620		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Los Angeles Turf Club, Incorporated		11/02/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	City National Bank, as Administrative Agent		
Street Address:	55 South Lake Avenue		
Internal Address:	Suite 630		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4342575	SHOWVIVOR	
Registration Number:	3276125	SIRONA	
Registration Number:	2506187	FRONTRUNNER	
Registration Number:	1781831	SANTA ANITA PARK	
Serial Number:	86873070	CHANDELIER ROOM	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	3125778446		
Email:	vickie.lee@kattenlaw.com		
Correspondent Name:	Vickie Lee c/o Katten Muchin Rosenman		
Address Line 1:	525 W. Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	209145.00048		
NAME OF SUBMITTER:	VICKIE LEE		
SIGNATURE:	/VICKIE LEE/		

DATE SIGNED:	01/09/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of November 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by LOS ANGELES TURF CLUB, INCORPORATED, a California corporation (the “*Grantor*”), in favor of CITY NATIONAL BANK, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Agent*”).

WHEREAS, pursuant to that certain Credit Agreement dated as of November 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Grantor as borrower, the guarantors from time to time party thereto, the several banks and other lenders from time to time party thereto (the “*Lenders*”) and the Agent, the Lenders have severally agreed to extend credit to the Grantor (in its capacity as Borrower), subject to the terms and conditions set forth in the Credit Agreement;

WHEREAS, as a condition precedent to the extension of credit by the Lenders under the Credit Agreement, the Grantor and the other grantors party to the Security Agreement (as defined below) have executed and delivered that certain Security Agreement dated as of November 2, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Agent, pursuant to which, the Grantor has pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to, liens on, and all right, title and interest of the Grantor in and to certain intellectual property;

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Agreement for recording and filing in the United States Patent and Trademark Office.

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 Agent as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Credit Agreement (as applicable). The rules of construction specified in Section 1.2 of the Credit Agreement are hereby incorporated herein by reference as if fully set forth herein.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, and liens on, all of Grantor’s right, title or interest in or to any and all of the following assets and properties (collectively, the “*Trademark Collateral*”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, and other source or business identifiers, all registrations and recordings thereof, and all registration and recording 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, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**"); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such intent-to-use applications matures into an actual use application by the Grantor's receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an "Amendment to Alleged Use" or "Statement of Use," such intent-to-use application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such actual use application.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. This 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. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California (without reference to its choice of law rules).

SECTION 6. Execution In Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. Severability. In case any one or more of the provisions contained in this 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 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 shall be as close as possible to that of the invalid, illegal or unenforceable provisions.

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Schedule I

MARKS

Registrations:

Mark	Grantor	Jurisdiction	Filing Date	Registration Date / No.	Notes
SHOWVIVOR	Los Angeles, Turf Club, Incorporated	U.S.	10/8/2012	5/28/2013 4342575	N/A
SIRONA	Los Angeles, Turf Club, Incorporated	U.S.	12/24/2003	8/7/2007 3276125	N/A
FRONTRUNNER	Los Angeles, Turf Club, Incorporated	U.S.	9/11/2000	11/13/2001 2506187	N/A
SANTA ANITA PARK	Los Angeles, Turf Club, Incorporated	U.S.	9/24/1992	7/13/1993 1781831	N/A

Applications:

Mark	Grantor	Jurisdiction	Filing Date	Serial No.	Notes
CHANDELIER ROOM	Los Angeles, Turf Club, Incorporated	U.S.	1/12/2016	86873070	N/A