

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Choice Investments, LLC		01/31/2019	Limited Liability Company: TENNESSEE
Great Choice Investments, LLC		01/31/2019	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL 1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	3970485	DIXIE STAMPEDE	
Registration Number:	3970467	DIXIE STAMPEDE	
Registration Number:	3970493	DIXIE STAMPEDE	
Registration Number:	3970496	DIXIE STAMPEDE	
Registration Number:	3970503	DIXIE STAMPEDE	
Registration Number:	2196338	AMERICAN STAMPEDE	
Registration Number:	2196341	AMERICAN STAMPEDE	
Registration Number:	2170009	THE STAMPEDE	
Registration Number:	3074750	THE SMOKIES #1 CHOICE FOR THE HOLIDAYS	
Registration Number:	3074748	THE SMOKIES #1 CHOICE FOR THE HOLIDAYS	
Registration Number:	3230786	MYRTLE BEACH'S #1 CHOICE FOR THE HOLIDAY	
Registration Number:	3230785	MYRTLE BEACH'S #1 CHOICE FOR THE HOLIDAY	
Registration Number:	3238045	BRANSON'S #1 CHOICE FOR THE HOLIDAYS	
Registration Number:	3234511	BRANSON'S #1 CHOICE FOR THE HOLIDAYS	
Registration Number:	3180521	YOU'VE NEVER HAD DINNER LIKE THIS BEFORE	
Registration Number:	3171370	YOU'VE NEVER HAD DINNER LIKE THIS BEFORE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3338895	CHRISTMAS AT DIXIE
Registration Number:	3338897	CHRISTMAS AT DIXIE
Registration Number:	3338898	CHRISTMAS AT DIXIE STAMPEDE
Registration Number:	3338900	CHRISTMAS AT DIXIE STAMPEDE
Registration Number:	3506311	JOURNEY WEST
Registration Number:	4005966	WORLD CHOICE INVESTMENTS, LLC
Registration Number:	4005968	WORLD CHOICE INVESTMENTS, LLC
Registration Number:	3980074	GREAT CHOICE INVESTMENTS
Registration Number:	3898115	RUMBLE IN THE TREETOPS
Registration Number:	4046677	PIRATES VOYAGE
Registration Number:	4135441	PIRATES VOYAGE
Registration Number:	4135005	PIRATES VOYAGE
Registration Number:	4046678	PIRATES VOYAGE
Registration Number:	4046679	PIRATES VOYAGE
Registration Number:	4046680	PIRATES VOYAGE
Registration Number:	4046681	PIRATES VOYAGE
Registration Number:	4046682	PIRATES VOYAGE
Registration Number:	4135010	PIRATES VOYAGE
Registration Number:	4135011	PIRATES VOYAGE
Registration Number:	4131969	PIRATES VOYAGE
Registration Number:	4043230	THE MOST BREATHTAKING DINNER SHOW EVER
Registration Number:	4173044	FUN, FEAST & ADVENTURE
Registration Number:	4277260	PIRATES VOYAGE KID'S CLUB
Registration Number:	4277261	PIRATES VOYAGE KID'S CLUB
Registration Number:	4259303	SALTY THE SEA LION
Registration Number:	4769376	PIRATES TREASURE
Registration Number:	4622367	PIRATES TREASURE
Registration Number:	4769375	PIRATES TREASURE DINNER & SHOW
Registration Number:	4769394	PIRATES TREASURE DINNER & SHOW
Registration Number:	4769374	PIRATES TREASURE DINNER ATTRACTION
Registration Number:	4769395	PIRATES TREASURE DINNER ATTRACTION
Registration Number:	4751032	PIRATES VILLAGE
Registration Number:	4751033	PIRATES VILLAGE
Registration Number:	4709815	THE WORLD'S MOST VISITED DINNER ATTRACTI
Registration Number:	5138409	SKEETER
Registration Number:	5375058	SKEETER
Registration Number:	5096800	SKEETER & NUGGET
Registration Number:	5110972	DIXIE STAMPEDE, SKEETER

Property Type	Number	Word Mark
Registration Number:	5110973	DIXIE STAMPEDE, SKEETER
Registration Number:	5400192	SKEETER AND NUGGET
Registration Number:	5356579	SMOKY MOUNTAIN ADVENTURES
Registration Number:	5356580	SMOKY MOUNTAIN ADVENTURES DINNER & SHOW
Registration Number:	5338867	BASS MERCANTILE
Registration Number:	5572435	THE GREATEST SHOW IN THE SMOKIES!
Registration Number:	5579176	STAMPEDE
Registration Number:	5579177	STAMPEDE
Registration Number:	5569992	STAMPEDE
Registration Number:	4968055	MUSIC MANSION
Registration Number:	4409950	COMEDY BARN
Registration Number:	2980785	COMEDY BARN
Registration Number:	5144775	AMAZING ANIMALS
Serial Number:	88244347	PIRATES REVENGE DINNER & SHOW

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.

Phone: 678-553-2204
Email: miguelesm@gtlaw.com
Correspondent Name: Michelle Migueles
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER: Michelle Migueles

SIGNATURE: /Michelle Migueles/

DATE SIGNED: 01/31/2019

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of January 31, 2019, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each, individually, "Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (together with its successors and assigns, the "Administrative Agent") for the Lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among WORLD CHOICE INVESTMENTS, LLC, a Tennessee limited liability company (the "Borrower"), the other Loan Parties party thereto, the lenders from time to time party thereto (the "Lenders"), the Administrative Agent and JPMorgan Chase Bank, N.A., as the Issuing Bank and Swingline Lender, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent that certain Pledge and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors, the other Persons party thereto as grantors and the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Each Grantor hereby unconditionally grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title, and interest in and to all of the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each United States registered trademark or application therefor listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

Notwithstanding anything to the contrary in this Trademark Security Agreement or any other Loan Document, Collateral shall in no event include any Excluded Property.

3. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice to the Administrative Agent in accordance with, and to the extent required by Section 7 of the Security Agreement, with respect to any such new trademarks. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

4. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Grantor.

5. Termination. This Trademark Security Agreement shall remain in effect until termination of the Security Agreement in accordance with Section 7.14 thereof.

6. Miscellaneous. This security interest is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule I is incorporated herein by reference for all purposes. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Trademark Security Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of any Grantor, including all successors in interest of any Grantor in and to all or any part of the Trademark Collateral, and shall benefit the Administrative Agent and its successors and permitted assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. Except as expressly set forth in Section 3, this Trademark Security Agreement may be amended or modified only with the written consent of each party hereto.

7. Counterparts; Headings. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The section headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.

8. Construction. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such

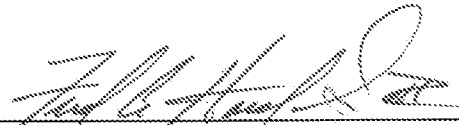
alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein).

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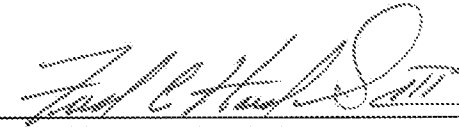
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

WORLD CHOICE INVESTMENTS, LLC

By: 
Name: Fred Cannon Hardwick, III
Title: Co-Chairman

GREAT CHOICE INVESTMENTS, LLC

By: 
Name: Fred Cannon Hardwick, III
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Samuel Keittig
Title: Authorized Officer

[WCI—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006546 FRAME: 0878

SCHEDULE 1

TRADEMARKS

Owner	Title	Trademark	Issue Date
World Choice Investments, LLC	DIXIE STAMPEDE	3970485	5/31/2011
World Choice Investments, LLC	DIXIE STAMPEDE	3970467	5/31/2011
World Choice Investments, LLC	DIXIE STAMPEDE	3970493	5/31/2011
World Choice Investments, LLC	DIXIE STAMPEDE	3970496	5/31/2011
World Choice Investments, LLC	DIXIE STAMPEDE	3970503	5/31/2011
World Choice Investments, LLC	AMERICAN STAMPEDE	2196338	10/13/1998
World Choice Investments, LLC	AMERICAN STAMPEDE	2196341	10/13/1998
World Choice Investments, LLC	THE STAMPEDE	2170009	6/30/1998
World Choice Investments, LLC	THE SMOKIES #1 CHOICE FOR THE HOLIDAYS	3074750	3/28/2006
World Choice Investments, LLC	THE SMOKIES #1 CHOICE FOR THE HOLIDAYS	3074748	3/28/2006
World Choice Investments, LLC	MYRTLE BEACH'S #1 CHOICE FOR THE HOLIDAYS	3230786	4/17/2007
World Choice Investments, LLC	MYRTLE BEACH'S #1 CHOICE FOR THE HOLIDAYS	3230785	4/17/2007
World Choice Investments, LLC	BRANSON'S #1 CHOICE FOR THE HOLIDAYS	3238045	5/1/2007
World Choice Investments, LLC	BRANSON'S #1 CHOICE FOR THE HOLIDAYS	3234511	4/24/2007
World Choice Investments, LLC	YOU'VE NEVER HAD DINNER LIKE THIS BEFORE!	3180521	12/5/2006
World Choice Investments, LLC	YOU'VE NEVER HAD DINNER LIKE THIS BEFORE!	3171370	11/14/2006
World Choice Investments, LLC	CHRISTMAS AT DIXIE	3338895	11/20/2007

World Choice Investments, LLC	CHRISTMAS AT DIXIE	3338897	11/20/2007
World Choice Investments, LLC	CHRISTMAS AT DIXIE STAMPEDE	3338898	11/20/2007
World Choice Investments, LLC	CHRISTMAS AT DIXIE STAMPEDE	3338900	11/20/2007
World Choice Investments, LLC	JOURNEY WEST	3506311	9/23/2008
World Choice Investments, LLC	WORLD CHOICE INVESTMENTS, LLC	4005966	8/2/2011
World Choice Investments, LLC	WORLD CHOICE INVESTMENTS, LLC	4005968	8/2/2011
World Choice Investments, LLC	GREAT CHOICE INVESTMENTS	3980074	6/21/2011
World Choice Investments, LLC	RUMBLE IN THE TREETOPS	3898115	12/28/2010
World Choice Investments, LLC	PIRATES VOYAGE	4046677	10/25/2011
World Choice Investments, LLC	PIRATES VOYAGE	4135441	5/1/2012
World Choice Investments, LLC	PIRATES VOYAGE	4135005	5/1/2012
World Choice Investments, LLC	PIRATES VOYAGE	4046678	10/25/2011
World Choice Investments, LLC	PIRATES VOYAGE	4046679	10/25/2011
World Choice Investments, LLC	PIRATES VOYAGE	4046680	10/25/2011
World Choice Investments, LLC	PIRATES VOYAGE	4046681	10/25/2011
World Choice Investments, LLC	PIRATES VOYAGE	4046682	10/25/2011
World Choice Investments, LLC	PIRATES VOYAGE	4135010	5/1/2012
World Choice Investments, LLC	PIRATES VOYAGE	4135011	5/1/2012
World Choice Investments, LLC	PIRATES VOYAGE	4131969	4/24/2012

World Choice Investments, LLC	THE MOST BREATHTAKING DINNER SHOW EVER	4043230	10/18/2011
World Choice Investments, LLC	FUN, FEAST & ADVENTURE	4173044	7/10/2012
World Choice Investments, LLC	PIRATES VOYAGE KID'S CLUB	4277260	1/15/2013
World Choice Investments, LLC	PIRATES VOYAGE KID'S CLUB	4277261	1/15/2013
World Choice Investments, LLC	SALTY THE SEA LION	4259303	12/11/2012
World Choice Investments, LLC	PIRATES TREASURE	4769376	7/7/2015
World Choice Investments, LLC	PIRATES TREASURE	4622367	10/14/2014
World Choice Investments, LLC	PIRATES TREASURE DINNER & SHOW	4769375	7/7/2015
World Choice Investments, LLC	PIRATES TREASURE DINNER & SHOW	4769394	7/7/2015
World Choice Investments, LLC	PIRATES TREASURE DINNER ATTRACTION	4769374	7/7/2015
World Choice Investments, LLC	PIRATES TREASURE DINNER ATTRACTION	4769395	7/7/2015
World Choice Investments, LLC	PIRATES VILLAGE	4751032	6/9/2015
World Choice Investments, LLC	PIRATES VILLAGE	4751033	6/9/2015
World Choice Investments, LLC	THE WORLD'S MOST VISITED DINNER ATTRACTION	4709815	3/24/2015
World Choice Investments, LLC	SKEETER	5138409	2/7/2017
World Choice Investments, LLC	SKEETER	5375058	1/9/2018
World Choice Investments, LLC	SKEETER & NUGGET	5096800	12/6/2016
World Choice Investments, LLC	DIXIE STAMPEDE, SKEETER	5110972	12/27/2016
World Choice Investments, LLC	DIXIE STAMPEDE, SKEETER	5110973	12/27/2016

World Choice Investments, LLC	SKEETER AND NUGGET	5400192	2/13/2018
World Choice Investments, LLC	SMOKY MOUNTAIN ADVENTURES	5356579	12/12/2017
World Choice Investments, LLC	SMOKY MOUNTAIN ADVENTURES DINNER & SHOW	5356580	12/12/2017
World Choice Investments, LLC	BASS MERCANTILE	5338867	11/21/2017
World Choice Investments, LLC	THE GREATEST SHOW IN THE SMOKIES!	5572435	9/25/2018
World Choice Investments, LLC	STAMPEDE	5579176	10/9/2018
World Choice Investments, LLC	STAMPEDE	5579177	10/9/2018
World Choice Investments, LLC	STAMPEDE	5569992	9/25/2018

Owner	Trademark	Registration #	Filing/Registration Date
Great Choice Investments, LLC	Music Mansion	4968055	May 31, 2016
Great Choice Investments, LLC	Comedy Barn	4409950	October 1, 2013
Great Choice Investments, LLC	Comedy Barn DVD	2980785	August 2, 2005
Great Choice Investments, LLC	Amazing Animals	5144775	February 21, 2017
Great Choice Investments, LLC	Pirates Revenge Dinner & Show	88244347	December 28, 2018