

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RB TENNESSEAN LLC		01/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., as administrative agent		
Street Address:	115 S. LaSalle Street, 19W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87904930	THE TENNESSEAN PERSONAL LUXURY HOTEL	
Serial Number:	87904898	THE TENNESSEAN PERSONAL LUXURY HOTEL	
Serial Number:	87904831	THE TENNESSEAN	
Serial Number:	86675425	THE TENNESSEAN	
Serial Number:	86276954	THE TENNESSEAN	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	212.326.3411		
Email:	NYTEF@jonesday.com		
Correspondent Name:	Ilene B. Tannen		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	958279-620018		
NAME OF SUBMITTER:	Ilene B. Tannen		
SIGNATURE:	/Ilene B. Tannen/		
DATE SIGNED:	02/07/2019		

CH \$140.00 87904930

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of January 31, 2019, is entered into by RB TENNESSEAN LLC, a Delaware limited liability company, having an office at c/o Rockbridge Capital, LLC, 4100 Regent Street, Suite G, Columbus, Ohio 43219 (“**Assignor**”), and BMO HARRIS BANK N.A., a national banking association, as administrative agent (together with its successors and assigns, “**Assignee**”), for its benefit and for the benefit of the lenders from time to time party to the Loan Agreement (as defined below) (each a “**Lender**” and collectively, “**Lenders**”).

RECITALS

A. On the date hereof, Assignor and RB Hotel Knoxville LLC, a Delaware limited liability company (“**Marriott Borrower**”, and together with Assignor, individually, each a “**Borrower**”, and collectively, jointly and severally, “**Borrowers**”), Assignee, and Lenders are entering into that certain Loan Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) whereby Lenders agree, subject to the terms thereof, to make a secured loan (the “**Loan**”) available to Borrowers in the original principal amount of up to Fifty-Two Million Three Hundred Fifty Thousand Dollars (\$52,350,000), to finance (i) the acquisition of the property commonly known as the Tennessean Knoxville Hotel, located at 531 Henley Street, Knoxville, TN 37902 (the “**Tennessean Property**”), and (ii) the acquisition and renovation of the property commonly known as the Holiday Inn Knoxville Downtown, located at 525 Henley Street, Knoxville, TN 37902 (the “**Marriott Property**”). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement.

B. In connection with the Loan, Borrowers have executed and delivered or will execute and deliver one or more Promissory Notes (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively, the “**Note**”) each payable to the order of a Lender, dated as of the date hereof, in the aggregate principal amount of the Loan, payment of which is secured, in part, by (i) that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made by Marriott Borrower, as trustor, to a trustee, in favor of Assignee, for the benefit of Lenders, as beneficiary, encumbering the Marriott Property (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, including, without limitation, by the Amended and Restated Marriott Security Instrument, the “**Marriott Security Instrument**”), (ii) that certain Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made by Tennessean Borrower, as trustor, to a trustee, in favor of Assignee, for the benefit of Lenders, as beneficiary, and joined by The Industrial Development Board of the City of Knoxville, a Tennessee public nonprofit corporation, encumbering the Tennessean Property (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Tennessean Security Instrument**”, and together with the Marriott Security Instrument, collectively, the “**Security Instruments**”), and (iii) the other Loan Documents.

C. Assignor owns certain Trademark Collateral (as hereinafter defined) and has agreed (i) to grant a security interest in such Trademark Collateral as additional collateral for the Loan and Borrowers’ obligations under the Loan Documents and (ii) to execute this Agreement

for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authority to effectuate the grant of the security interest.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Grant of Security Interest

Assignor hereby pledges, assigns, transfers, delivers and grants to Assignee, for the benefit of Lenders, a security interest in, and continuing lien on, all of Assignor's right, title, and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**") whether now owned or existing or hereafter acquired or arising and wherever located, as security for payment of all sums due in respect of the Loan and the performance of all other terms, conditions and covenants of this Agreement and any other Loan Document on Borrowers' part to be paid and performed:

(a) each trademark owned by Assignor and all trademark registrations and applications therefor and all renewals thereof, including without limitation, each trademark registration and application therefor set forth in Schedule A attached hereto, together with all the goodwill of the business connected with the use of or symbolized by, each trademark, and all extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties or conventions and all other rights corresponding thereto throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such proceeds and damages relating thereto.

2. Representations and Warranties

Assignor hereby represents and warrants to Assignee and Lenders that:

(a) Schedule A attached hereto sets forth a true and complete list of all trademark registrations of and applications for trademarks owned by Assignor;

(b) To Assignor's knowledge, it is the sole and exclusive owner of the entire right, title, and interest in and to all the trademarks identified on Schedule A. With respect to such trademarks, Assignor has granted no Liens, claims, encumbrances or material licenses;

(c) There are no arbitration proceedings, governmental investigations, actions, suits or proceedings at law or in equity by or before any governmental authority now pending or threatened against or affecting Assignor which, if determined against Assignor, would have a material adverse effect on Assignor or the Trademark Collateral; and

(d) Assignor has full power to and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by, or on behalf of Assignor and constitutes legal, valid and binding obligations of Assignor, enforceable against Assignor in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

3. Covenants and Agreements

Assignor hereby covenants and agrees as follows:

(a) Assignor shall not do any act or omit to do any act whereby any of the Trademark Collateral may lapse, or become abandoned, dedicated to the public, or unenforceable;

(b) Upon written demand from Assignee upon the occurrence and during the continuance of an Event of Default, Assignor shall assign, convey or otherwise transfer to Assignee all of Assignor's right, title and interest in and to the Trademark Collateral and shall execute and deliver to Assignee such documents as are necessary to effectuate and record such assignment, conveyance, or transfer of, or other evidence of foreclosure upon, such Trademark Collateral; and

(c) In the event of any assignment, conveyance or other transfer of any of the Trademark Collateral, the goodwill symbolized by such Trademark Collateral shall be included in such sale or transfer.

4. Termination of Agreement

Upon satisfaction of the Obligations (as defined in the Tennessean Security Instrument), the security interest and continuing Lien granted hereby shall terminate, and all right, title, and interest in, to, and under the Trademark Collateral shall revert and be deemed reassigned to Assignor. Upon any such termination, Assignee shall, at Assignor's request and expense, execute and deliver to Assignor such documents as Assignor shall reasonably request to evidence such termination, reversion and/or reassignment, without recourse, representation, or warranty of any kind.

5. Remedies

In addition to all other rights and remedies available to Assignee and Lenders under applicable law, Assignee and Lenders shall have all the rights and remedies of a secured party under the Uniform Commercial Code as in effect from time to time in the State of New York.

6. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN A DIFFERENT GOVERNING LAW.

7. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

8. Further Assurances

Assignor hereby authorizes Assignee to file, from time to time, at Assignor's sole cost and expense, such UCC financing statements in all applicable recording offices of each applicable jurisdiction, as Assignee deems required to perfect and maintain the first priority security interest of Assignee, for the benefit of Lenders, in the Trademark Collateral. In addition, Assignor shall, at Assignor's sole cost and expense, from time to time as reasonably requested by Assignee, execute, acknowledge, record, register, file and/or deliver to Assignee such other instruments, agreements, certificates and documents (including UCC financing statements) as Assignee may reasonably request to evidence, confirm, perfect and maintain the liens granted or required to be granted to Assignee by this Agreement, and shall fully cooperate with Assignee and perform all additional acts which are necessary to effect the purposes of the foregoing.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed and delivered by their respective officers duly authorized as of the date first above written.

"Assignor"

RB TENNESSEAN LLC,
a Delaware limited liability company

By: 

Name: John W. Haymes

Title: Vice President and Treasurer

"Assignee"

BMO HARRIS BANK N.A.,
a national banking association,
as administrative agent





By: Amy Duhser
Name: Amy Duhser
Title: Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006554 FRAME: 0911

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Serial No.	Reg. No.	Mark	Record Owner
87/904,930	N/A		RB Tennessean LLC
87/904,898	N/A		RB Tennessean LLC
87/904,831	N/A		RB Tennessean LLC
86/675,425	5,242,026		RB Tennessean LLC
86/276,954	4,683,036	THE TENNESSEAN	RB Tennessean LLC