

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504133

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Schneider Hotels, LLC		11/19/2018	Limited Liability Company: KENTUCKY
Schneider Ground Company (Hotels) LLC		11/19/2018	Limited Liability Company: KENTUCKY
AL J. SCHNEIDER COMPANY		11/19/2018	Corporation: KENTUCKY

## RECEIVING PARTY DATA

<b>Name:</b>	BANK OZK
<b>Street Address:</b>	8300 Douglas Avenue
<b>Internal Address:</b>	Suite 900
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75225
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	4621905	321DELI
<b>Registration Number:</b>	4492154	DOWN ONE
<b>Registration Number:</b>	3922754	GALT HOUSE
<b>Registration Number:</b>	5515336	LEGENDARY LOUISVILLE
<b>Registration Number:</b>	5411591	LOUISVILLE'S WATERFRONT HOTEL
<b>Registration Number:</b>	3471429	RIVUE
<b>Registration Number:</b>	5269879	THE HEART OF LOUISVILLE
<b>Serial Number:</b>	87744664	AJS HOTELS
<b>Serial Number:</b>	88121729	THE VERANDA

## CORRESPONDENCE DATA

Fax Number: 2147455390

*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: 2147455612

CH \$240.00 4621905

**Email:** ngraham@winstead.com  
**Correspondent Name:** Nancy Graham c/o WINSTEAD PC  
**Address Line 1:** 2728 N. Harwood Street  
**Address Line 2:** Suite 500  
**Address Line 4:** Dallas, TEXAS 75201

**ATTORNEY DOCKET NUMBER:** 49265-708

**NAME OF SUBMITTER:** Nancy Graham

**SIGNATURE:** /Nancy Graham/

**DATE SIGNED:** 01/02/2019

**Total Attachments: 10**

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## COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS ("Assignment") is dated effective as of December 28, 2018 by SCHNEIDER HOTELS, LLC, a Kentucky limited liability company ("Schneider Hotels"), SCHNEIDER GROUND COMPANY (HOTELS) LLC, a Kentucky limited liability company ("Schneider Ground"; collectively, herein Schneider Hotels and Schneider Ground, are referred to as the "Borrower"), and AL J. SCHNEIDER COMPANY, a Kentucky corporation having its principal place of business at 325 West Main Street, Suite 250, Louisville, Kentucky 40202 ("AJS"; collectively, herein AJS and Borrower are sometimes referred to as "Assignor"), to BANK OZK, a national banking association having its principal place of business at 8300 Douglas Avenue, Suite 900, Dallas, Texas 75225, ("Lender");

### WITNESSETH:

WHEREAS, Lender has made or is about to make a loan (the "Loan") in the principal amount of EIGHTY-ONE MILLION SIX HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$81,680,000.00) to Borrower. In connection with the Loan, Borrower has executed and delivered, or expects to execute and deliver, to Lender (i) a Promissory Note dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"), (ii) a Mortgage, Security Agreement and Fixture Filing dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Instrument") covering the real property ("Property") therein described, (iii) a Construction Loan Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and (iv) certain other documents evidencing or securing the Loan (as they may be amended, restated, supplemented or otherwise modified from time to time, such documents, collectively with the Note, the Security Instrument and the Loan Agreement, the "Loan Documents").

WHEREAS, Assignor is the owner of the trademarks, trade names, service marks, domain names, terms and designs, whether registered or not, applications to register and registrations of the same and like protections, set forth in the attached Exhibit A (the "Assigned Trademarks") and incorporated by reference herein, together with the entire goodwill of the business connected with and symbolized thereby in connection with the goods and services on which the Assigned Trademarks are used; and

WHEREAS, in order to induce Lender to enter into the Loan, Borrower has agreed to cause to be assigned to Lender, as additional security for the performance by Borrower of its obligations under the Loan Documents and its obligations under or in connection with any "Interest Rate Cap Agreement" (as defined in the Loan Agreement (collectively, the "Obligations")) all of Assignor's rights, benefits and interest in, to and under all of the Assigned Trademarks.

NOW, THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows.

1. Definitions. Capitalized terms used herein and not otherwise defined herein have the meaning given such terms in the Loan Agreement.

2. Assignment; Security Interest. As additional security for the Loan, Assignor hereby collaterally and unconditionally grant, conveys, transfers, assigns, delivers, pledges and hypothecates to Lender, and grants to Lender a security interest in and lien upon all of Assignor's right, title, and interest of whatever kind in and to the Assigned Trademarks, together with: (1) the entire goodwill of the business connected with and symbolized thereby in connection with the goods and services on which the Assigned Trademarks are used and for which they are registered; (2) all licenses and consents to use (the "Licenses") of the Trademarks; (3) all income, royalties and other receivables, contract rights and general intangibles arising under or relating to each and every of the Trademarks and Licenses, including, without limitation, (i) all moneys due and to become due under any of the Trademarks and Licenses, (ii) any damages arising out of or for breach or default in respect of any such Trademark or Licenses, (iii) all other amounts from time to time paid or payable under or in connection with any of the Trademarks and Licenses, and (iv) the right of Assignor to terminate any such License or to perform and to exercise all remedies thereunder; (4) payments for past or future infringements and misappropriations of the Assigned Trademarks; (5) all rights to sue for past, present and future infringements or misappropriations of the Assigned Trademarks; (6) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing; and (7) any renewals or continuation of any of the Assigned Trademarks and any new trademarks, trade names, service marks, domain names, terms and designs which relate to the Galt House Hotel and the operation and image thereof, whether registered or not, applications to register and registrations of the same or like protections (collectively, the "Related Property").

3. Protection Covenant. Insofar as Assignor has any right, privilege or claim against any party to any Assigned Trademark or Related Property, Assignor (i) will use prudent business judgment concerning its enforcement of such rights, (ii) will, as determined in its good faith business judgment, enforce such rights diligently, and (iii) will have the sole right to exercise any such right, privilege or claim, except during the existence of a Default. Lender shall have no liabilities or obligations under the Assigned Trademarks or Related Property by reason of or arising out of this Assignment, nor shall Lender be required or obligated in any manner to perform or fulfill any obligations under or pursuant to any of the Assigned Trademarks or Related Property, unless and until the Lender, following a Default, expressly agrees to assume the obligations of Assignor thereunder.

4. Lender's Exercise of Rights. After the occurrence, and during the continuation, of an Event of Default, Assignor hereby irrevocably (i) authorizes and empowers Lender, in Lender's sole discretion, to assert, either directly or on behalf of Assignor, any right, privilege or claim Assignor may, from time to time, have against any party to any Assigned Trademark or Related Property that Lender may deem proper and to receive and collect any and all monies resulting therefrom and to apply the same on account of any of the Obligations; and (ii) makes, constitutes and appoints Lender (and all officers, employees and agents designated by Lender) as Assignor's true and lawful attorney and agent-in-fact for the purposes of enabling Lender to assert any such right, privilege or claim and to receive, collect and apply such monies in the manner set forth above.

5. Representations. Assignor hereby represents and warrants that this Assignment creates in favor of Lender a legal, valid and enforceable security interest in the Assigned Trademarks and Related Property, and, upon the filing of a UCC-1 financing statement in the jurisdiction of Assignor's organization, this Assignment will constitute a fully perfected lien on all right, title and interest of Assignor in such Assigned Trademarks and Related Property, which lien will be prior and superior in right to any other Person (other than with respect to liens which have been previously approved in writing by Lender).

6. Rights of Lender not Impaired. Assignor hereby acknowledges and agrees that none of the rights or remedies of Lender under the Loan Documents shall be delayed, impaired or in any way prejudiced by this Assignment.

7. Further Assurances. At any time and from time to time, upon the written request of Lender, and at Assignor's sole expense, Assignor will promptly and duly execute and deliver any and all such further instruments, documents, papers, forms and authorizations and take such further action as Lender may reasonably deem necessary for securing, completing and vesting in Lender the full rights, titles and interests of Assignor in the Assigned Trademarks and Related Property and otherwise in obtaining the full benefits of this Assignment and of the rights and powers herein granted, including the filing of any financing or continuation statement under the relevant Uniform Commercial Code in effect in any jurisdiction with respect to the assignment made hereby.

8. No Amendment or Transfer. Except as permitted hereunder, Assignor shall not waive, amend, alter, modify, terminate, surrender, disclaim, assign, transfer, pledge, hypothecate or (except in the ordinary course of sales and licenses thereof) sell any of its ownership rights or remedies under any Assigned Trademark or Related Property without the prior written consent of Lender.

9. Termination. This Assignment shall terminate upon satisfaction in full of the Obligations, and upon such termination all rights granted hereunder not theretofore accrued shall terminate and the rights and benefits of Assignor assigned hereby shall automatically be re-assigned from Lender to Assignor.

10. Assignment by Lender. Subject to the provisions of Section 13.13 of the Loan Agreement, Lender may assign all or any portion of its rights under this Assignment and/or any of the Assigned Trademarks or Related Property.

11. Additional Security. This Assignment is in addition to and not in substitution for any other security or securities which Lender now or from time to time may hold or take from Borrower or from any Person whomsoever. This security interest created by the Assignment secures the payment and performance of the obligations, whether now existing or hereafter arising.

12. Reinstatement. This Assignment shall remain in full force and effect and continue to be effective if (i) any petition be filed by or against Assignor for liquidation or reorganization, (ii) Assignor becomes insolvent or make an assignment for the benefit of any creditor or creditors or (iii) a receiver or trustee be appointed for all or any significant part of

Assignor's assets; and shall continue to be effective or to be automatically reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

13. **GOVERNING LAW.** THE CONTRACTUAL AND OTHER GENERAL AGREEMENTS EVIDENCED BY THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO PRINCIPLES OF CHOICE OF LAWS OR CONFLICT OF LAWS); **PROVIDED, HOWEVER,** TO THE EXTENT THAT ANY OF SUCH LAWS MAY NOW OR HEREAFTER BE PREEMPTED BY FEDERAL LAW, SUCH FEDERAL LAW SHALL SO GOVERN AND BE CONTROLLING. ANY ACTION OR PROCEEDING AGAINST ASSIGNOR UNDER OR IN CONNECTION WITH THIS ASSIGNMENT MAY, AT LENDER'S OPTION, BE BROUGHT IN ANY STATE OR FEDERAL COURT SITTING IN NEW YORK COUNTY, NEW YORK. ASSIGNOR HEREBY IRREVOCABLY (A) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURTS, (B) WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING BROUGHT IN SUCH COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM, AND (C) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY NEW YORK LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST ASSIGNOR OR WITH RESPECT TO ANY OF ASSIGNOR'S PROPERTY IN COMPETENT COURTS IN OTHER JURISDICTIONS. ASSIGNOR AGREES THAT ANY ACTION OR PROCEEDING BY ASSIGNOR AGAINST LENDER SHALL BE BROUGHT ONLY IN A STATE OR FEDERAL COURT SITTING IN NEW YORK COUNTY, NEW YORK.

ASSIGNOR DOES HEREBY DESIGNATE AND APPOINT SCOTT T. SHOENBERGER, WITH AN ADDRESS OF 325 WEST MAIN STREET, SUITE 250, LOUISVILLE, KENTUCKY 40202, AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT; AND AGREES THAT SERVICE OF PROCESS UPON SAID AUTHORIZED AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO ASSIGNOR IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON ASSIGNOR IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. ASSIGNOR (I) SHALL GIVE PROMPT NOTICE TO LENDER OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF

PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE OF ITS AUTHORIZED AGENT OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

14. INDEMNIFICATION. ASSIGNOR AGREES TO INDEMNIFY AND HOLD HARMLESS LENDER, LENDER'S AFFILIATES AND LENDER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ADVISORS, ATTORNEYS AND REPRESENTATIVES (EACH, AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES AND EXPENSES (EACH AN "INDEMNIFIED CLAIM"), JOINT OR SEVERAL, THAT MAY BE INCURRED BY OR ASSERTED OR AWARDED AGAINST ANY INDEMNIFIED PARTY (INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH OR RELATING TO ANY INVESTIGATION, LITIGATION OR PROCEEDING OR THE PREPARATION OF ANY DEFENSE IN CONNECTION THEREWITH), IN EACH CASE ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT TO THE EXTENT SUCH CLAIM, DAMAGE, LOSS, LIABILITY, OR EXPENSE IS FOUND IN A FINAL NON-APPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY. IN THE CASE OF AN INVESTIGATION, LITIGATION OR OTHER PROCEEDING TO WHICH THE INDEMNITY IN THIS PARAGRAPH APPLIES, SUCH INDEMNITY SHALL BE EFFECTIVE WHETHER OR NOT SUCH INVESTIGATION, LITIGATION OR PROCEEDING IS BROUGHT BY ASSIGNOR, ANY OF THE DIRECTORS, SECURITY HOLDERS OR CREDITORS OF ASSIGNOR, AN INDEMNIFIED PARTY OR ANY OTHER PERSON, AND WHETHER OR NOT AN INDEMNIFIED PARTY IS OTHERWISE A PARTY THERETO. THIS INDEMNITY WILL SURVIVE REPAYMENT OF THE LOAN.

15. Successors and Assigns. This Assignment shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. As used herein "Lender" shall include any subsequent holder of the Senior Security Instrument.

IN WITNESS WHEREOF, Assignor has signed this Assignment.

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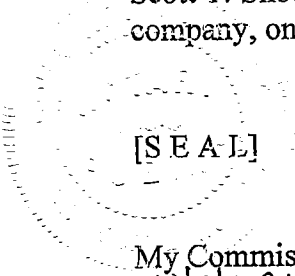
**ASSIGNOR:**

SCHNEIDER HOTELS, LLC,  
a Kentucky limited liability company

By: [Signature]  
Name: Scott T. Shoenberger  
Title: Manager

STATE OF ~~TEXAS~~ <sup>Kentucky</sup> <sub>ew</sub> §  
COUNTY OF ~~DALLAS~~ <sup>Jefferson</sup> <sub>ew</sub> §

This instrument was ACKNOWLEDGED before me on November 19, 2018 by Scott T. Shoenberger, the Manager of SCHNEIDER HOTELS, LLC, a Kentucky limited liability company, on behalf of said limited liability company.



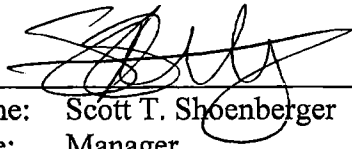
My Commission Expires:  
10/9/2021

[Signature]  
Notary Public - State of ~~Texas~~ <sup>Kentucky</sup> <sub>ew</sub>  
Courtney Wimsatt  
Printed Name of Notary Public



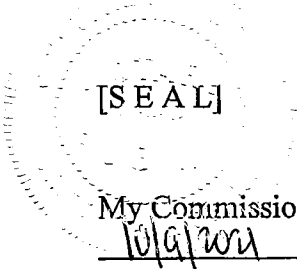
**ASSIGNOR:**

SCHNEIDER GROUND COMPANY  
(HOTELS) LLC,  
a Kentucky limited liability company

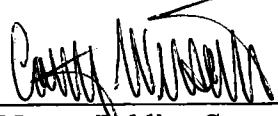
By:   
Name: Scott T. Shoenberger  
Title: Manager

STATE OF ~~TEXAS~~ <sup>Kentucky</sup> cw §  
COUNTY OF ~~DALLAS~~ <sup>Jefferson</sup> cw §

This instrument was ACKNOWLEDGED before me on November 19, 2018 by Scott T. Shoenberger, the Manager of SCHNEIDER GROUND COMPANY (HOTELS) LLC, a Kentucky limited liability company, on behalf of said limited liability company.



My Commission Expires:  
10/9/2021

  
Notary Public - State of ~~Texas~~ <sup>Kentucky</sup> cw  
Courtney Wincatt  
Printed Name of Notary Public

**ASSIGNOR:**

AL J. SCHNEIDER COMPANY,  
a Kentucky corporation

By:   
Name: Scott T. Shoenberger  
Title: President and CEO

STATE OF ~~TEXAS~~ <sup>Kentucky</sup> §  
COUNTY OF ~~DALLAS~~ <sup>Jefferson</sup> §

This instrument was ACKNOWLEDGED before me on November 19, 2018 by Scott T. Shoenberger, the President and CEO of AL J. SCHNEIDER COMPANY, a Kentucky corporation, on behalf of said corporation.

[SEAL]

My Commission Expires:  
10/9/2021

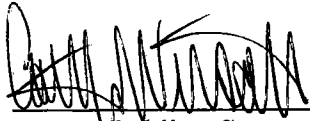
  
Notary Public - State of ~~Texas~~ <sup>Kentucky</sup>  
Courtney Wimsatt  
Printed Name of Notary Public

EXHIBIT A  
**ASSIGNED TRADEMARKS**

[The list of Assigned Trademarks follows this cover page.]

All right, title and interest in and to the following trademarks:

State Trademarks	Registration No.	Filing Date	Registered Date
Blue Horse Bar Café Terrace	17177.01		1/5/2009
Louisville's Only Waterfront Hotel	IN PROCESS	IN PROCESS	IN PROCESS
Federal Trademarks	Registration No.	Filing Date	Registered Date
321Deli	4621905	4/5/2013	10/14/2014
AJS Hotels	87744664	10/17/2017	IN PROCESS
Down One	4492154	10/24/2012	3/4/2014
Galt House	3922754	7/2/2010	2/22/2011
Legendary Louisville	5515336	10/19/2017	7/10/2018
Louisville's Waterfront Hotel	5411591	11/22/2017	2/27/2018
RiVue	3471429	12/4/2007	7/22/2008
The Heart of Louisville	5269879		8/22/2017
The Veranda	88121729	IN PROCESS	IN PROCESS