

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAIN EVENT ENTERTAINMENT, INC.		04/04/2019	Corporation: FLORIDA
BOTANIC ELECTRIC, INC.		04/04/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	FORTRESS CREDIT CORP.		
Street Address:	1345 AVENUE OF THE AMERICAS		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10145		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4665112	LA BELLA'S PIZZA	
Registration Number:	5093500	EAT.BOWL.PLAY.	
Registration Number:	5043193	MAIN EVENT ENTERTAINMENT	
Registration Number:	5217899	HEAD FOR FUN	
Registration Number:	2327143	MAIN EVENT	
Registration Number:	2794391	MAIN EVENT ENTERTAINMENT	
Serial Number:	88198870	SERIOUS FUN. TOGETHER.	
Serial Number:	88292940	BOTANIC ELECTRIC	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	300 N. Lasalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		

CH \$215.00 4665112

ATTORNEY DOCKET NUMBER:	11553/73
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	04/04/2019

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of April 4, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of FORTRESS CREDIT CORP., as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 4, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among MAIN EVENT ENTERTAINMENT, INC., a Florida corporation (the “*Borrower*”), ME HOLDCO, INC., a Delaware corporation (“*Holdings*”), each of the Subsidiaries of the Borrower signatory thereto as Guarantors or thereafter designated as Guarantors, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), UBS AG, STAMFORD BRANCH, as administrative agent for the Lenders, and the Collateral Agent, the Lenders have severally agreed to make Loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of April 4, 2019, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

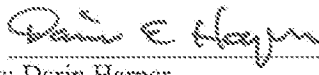
SECTION 5. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

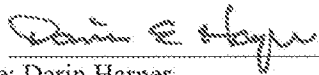
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MAIN EVENT ENTERTAINMENT, INC.,
a Florida corporation, as a Grantor

By: 
Name: Darin Harper
Title: Vice President/Treasurer/Secretary

BOTANIC ELECTRIC, INC.,
a Florida corporation, as a Grantor

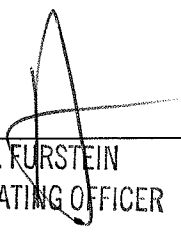
By: 
Name: Darin Harper
Title: Vice President/Treasurer/Secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

ACCEPTED:

FORTRESS CREDIT CORP.,
as the Collateral Agent

By: _____
Name: **MARC K. FURSTEIN**
Title: **CHIEF OPERATING OFFICER**



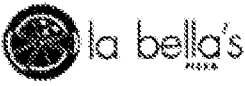


[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006610 FRAME: 0222

SCHEDULE A

U.S. Trademarks and Applications

Registered Trademarks

Grantor	Registration No.	Registration Date	Mark
Main Event Entertainment, Inc.	4665112	January 6, 2015	
Main Event Entertainment, Inc.	5093500	December 6, 2016	EAT.BOWL.PLAY.
Main Event Entertainment, Inc.	5043193	September 20, 2016	
Main Event Entertainment, Inc.	5217899	June 6, 2017	HEAD FOR FUN
Main Event Entertainment, Inc.	2327143	March 7, 2000	MAIN EVENT
Main Event Entertainment, Inc.	2794391	December 16, 2003	

Pending Trademark Applications

Grantor	Serial No.	Filing Date	Mark
Main Event Entertainment, Inc.	88198870	November 19, 2018	SERIOUS FUN. TOGETHER.
Botanic Electric, Inc.	88292940	February 7, 2019	BOTANIC ELECTRIC