

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orange Lake Country Club, Inc.		04/01/2019	Corporation: DELAWARE
Silverleaf Resorts, LLC		04/01/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Suntrust Bank		
Street Address:	200 S. Orange Avenue		
Internal Address:	Mail Code 2064		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2401424		
Registration Number:	2401425	ORANGE LAKE	
Registration Number:	3427323	GLOBALACCESS	
Registration Number:	3423336	GLOBALACCESS	
Registration Number:	3427322	YOUR MEMBERSHIP CONNECTION	
Serial Number:	86781053	DISCOVER YOUR INNER PIRATE!	
Registration Number:	5042786	THE RIGHT PLACES. THE RIGHT TIMES.	
Registration Number:	2231652	SILVERLEAF RESORTS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,hunter.hullett@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		

OP \$215.00 2401424

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 04/23/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2019 (this "Security Agreement"), is made by ORANGE LAKE COUNTRY CLUB, INC., a Delaware corporation ("OLCC") and SILVERLEAF RESORTS, LLC, a Texas limited liability company ("Silverleaf" and together with OLCC, each a "Grantor" and collectively, the "Grantors"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, OLCC, in its capacity as "Borrower" (the "Borrower"), the other Subsidiary Loan Parties (as defined in the Credit Agreement), the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit Agreement, dated as of April 1, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, OLCC and certain of its Subsidiaries, including Silverleaf, have entered into the Guaranty and Security Agreement, dated as of April 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of each Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

[Signature Page]
Trademark Security Agreement

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Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 **Grantors Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

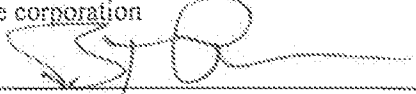
Section 6 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts and by facsimile, portable document format (.pdf), or other electronic transmission, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Florida.


[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ORANGE LAKE COUNTRY CLUB, INC.,
a Delaware corporation

By: 
Name: Brian T. Lower
Title: Executive Vice President

SILVERLEAF RESORTS, LLC,
a Texas limited liability company

By: 
Name: Brian T. Lower
Title: Executive Vice President

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK,
a Georgia banking corporation

By: 
Name: James W. Ford
Title: Managing Director

[Signature Page]
Trademark Security Agreement

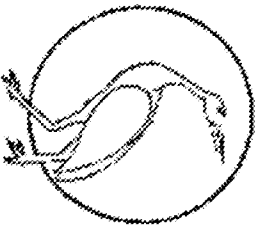
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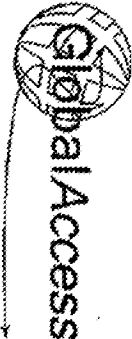
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SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

Owner's Name	Registration Number	Registration Date	Serial Number	Filing Date	Mark	Status
Orange Lake Country Club, Inc.	2401424	November 7, 2000	75643094	February 16, 1999	Bird Logo 	1A
Orange Lake Country Club, Inc.	2401425	November 7, 2000	75643095	February 16, 1999	ORANGE LAKE	1A
Orange Lake Country Club, Inc.	3427323	May 13, 2008	76658115	April 10, 2006	GLOBALACCESS	1A
Orange Lake Country Club, Inc.	3423336	May 6, 2008	76658066	April 10, 2006	GlobalAccess (Design Mark)	1A

							
Orange Lake Country Club, Inc.	3427322	May 13, 2008	76658064	April 10, 2006	Your Membership Connection	IA	
Orange Lake Country Club, Inc.			86781053	October 7, 2015	Discover Your Inner Pirate!	IB	
Orange Lake Country Club, Inc.	5042786	September 13, 2016	86781081	October 7, 2015	The Right Places. The Right Times	IA	
Silverleaf Resort, LLC	2231652	March 16, 1999	75347002	August 27, 1997	Silverleaf Resorts	IA	

II. TRADEMARK APPLICATIONS

None.

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Trademark Security Agreement