

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547737

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SYDELL HOSTEL MARKS LLC		10/11/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COLUMN FINANCIAL, INC.		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5437184	BROKEN SHAKER	
<b>Registration Number:</b>	4873725	BROKEN SHAKER	
<b>Registration Number:</b>	4332956	FREEHAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126983599		
<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>			
<b>Phone:</b>	2126983500		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	DECHERT LLP		
<b>Address Line 1:</b>	THREE BRYANT PARK		
<b>Address Line 2:</b>	1095 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Noah Shier		
<b>SIGNATURE:</b>	/Noah Shier/		
<b>DATE SIGNED:</b>	11/01/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made effective as of October 11, 2019, by and between SYDELL HOSTEL MARKS LLC, a Delaware limited liability company (the “**Grantor**”) in favor of COLUMN FINANCIAL, INC., a Delaware corporation, as administrative agent (the “**Agent**”). Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the IP Security Agreement (defined below).

WHEREAS, reference is made to that certain Intellectual Property Security Agreement, dated as of the date hereof, by and between the Agent and, among others, the Grantor (as amended, modified or supplemented from time to time, the “**IP Security Agreement**”) and the Loan Documents, pursuant to which the Agent agreed to make a loan to the Grantor, secured by a security interest in the Intellectual Property.

WHEREAS, in accordance with the provisions of the IP Security Agreement, the Grantor now desires to grant a security interest in and to the Trademark Collateral (defined below) of the Grantor;

WHEREAS, the Grantor has agreed as a condition of the IP Security Agreement to execute this Agreement for recording with the United States Patent and Trademark Office (“**USPTO**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

**SECTION 1. Grant of Security.** The Grantor hereby pledges, and grants to the Agent, a first priority security interest in and lien on all of such the Grantor’s right, title and interest in, to and under the following, in each case, whether now owned or existing, or hereafter acquired or arising (the “**Trademark Collateral**”):

- (a) Any and all Trademarks, including without limitation those set forth on Exhibit A attached hereto;
- (b) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (c) All amendments, reissue, renewals and extensions of any of the foregoing; and
- (d) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The Trademark Collateral shall exclude Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s intent to use such marks pursuant to 15 U.S.C. §

1051 Section 1(b) and for which a form evidencing use of the Trademark in interstate commerce has not been filed and accepted with the United States Patent and Trademark Office pursuant to 15 U.S.C. §1051, but only until such time as an Amendment to Allege Use or Statement of Use (as those terms are understood in the Lanham Act, 15 U.S.C. §§ 1051-1129) is filed and accepted by the United States Patent and Trademark Office.

SECTION 2. Recordation. The Grantor hereby authorizes the Agent or any of its authorized representatives to file this Agreement with the USPTO or any other applicable governmental office. The Grantor hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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.

SECTION 5. Financing Statements. Grantor hereby authorizes the Agent to file financing statements describing the Trademark Collateral, in any applicable jurisdiction, including financing statements describing the collateral covered thereby as “all assets of Debtor, whether now or hereafter acquired”, or words of similar effect.

[END OF TEXT – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized officer.

SYDELL HOSTEL MARKS, LLC, a Delaware  
limited liability company

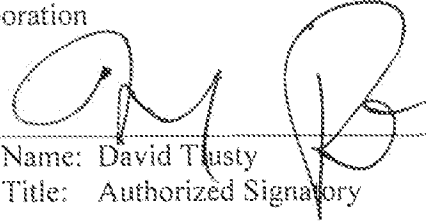
By: \_\_\_\_\_

Name: *S. Gill*  
Title: *Shawn Gill  
Secretary*

ACKNOWLEDGED AND ACCEPTED BY:

COLUMN FINANCIAL, INC., a Delaware corporation

By:




\_\_\_\_\_

Name: David Tusty

Title: Authorized Signatory

**Exhibit A**  
**Registered Trademarks**

	<b>Citation</b>	<b>Jurisdiction</b>	<b>Application No./ Registration No.</b>	<b>Application Date/ Registration Date</b>	<b>Record Owner(s)</b>
1	 <b>BROKEN SHAKER</b>	US	<b>App</b> 87587405 <b>Reg</b> 5437184	<b>App</b> 29-AUG-2017 <b>Reg</b> 03-APR-2018	GUEST LAB, LLC; SYDELL HOSTEL MARKS LLC
2	BROKEN SHAKER <b>BROKEN SHAKER</b>	US	<b>App</b> 86624751 <b>Reg</b> 4873725	<b>App</b> 11-MAY-2015 <b>Reg</b> 22-DEC-2015	GUEST LAB, LLC; SYDELL HOSTEL MARKS LLC
3	FREEHAND <b>FREEHAND</b>	US	<b>App</b> 85673765 <b>Reg</b> 4332956	<b>App</b> 11-JUL-2012 <b>Reg</b> 07-MAY-2013	SYDELL HOSTEL MARKS LLC
4	<b>BROKEN SHAKER</b>	EU	<b>App</b> 14774582 <b>Reg</b> 14774582	<b>App</b> 09-NOV-2015 <b>Reg</b> 26-FEB-2016	Sydell Hostel Marks LLC; Guest Lab, LLC
5	<b>FREEHAND</b>	EU	<b>App</b> 17985503 <b>Reg</b> 17985503	<b>App</b> 15-NOV-2018 <b>Reg</b> 27-JUN-2019	Sydell Hostel Marks LLC