

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM550432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BELLAGIO LLC		11/15/2019	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	BCORE PARADISE LLC		
Street Address:	345 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10154		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4839396	BIG MONEY CHALLENGE	
Registration Number:	2322361	CAPRI	
Registration Number:	5096700	HARVEST BY ROY ELLAMAR	
Registration Number:	3758915	DUNES	
Registration Number:	3041458	JASMINE	
Registration Number:	4699596	THE ART OF WINNING	
Registration Number:	3229092	TUSCANY KITCHEN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	dlaker@paulweiss.com, aspoto@paulweiss.com, lfranco@paulweiss.com		
Correspondent Name:	Danielle Laker		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	60450-008		
NAME OF SUBMITTER:	Danielle Laker		

CH \$190.00 4839396

SIGNATURE:	/Danielle Laker/
DATE SIGNED:	11/21/2019
Total Attachments: 5 source=Executed -Project Fast Break - Short Form Trademark Security Agreement#page1.tif source=Executed -Project Fast Break - Short Form Trademark Security Agreement#page2.tif source=Executed -Project Fast Break - Short Form Trademark Security Agreement#page3.tif source=Executed -Project Fast Break - Short Form Trademark Security Agreement#page4.tif source=Executed -Project Fast Break - Short Form Trademark Security Agreement#page5.tif	

NOTICE OF GRANT OF SECURITY INTERESTS IN TRADEMARKS

This Notice of Grant of Security Interests in Trademarks, dated as of November 15, 2019 (this “**Trademark Security Agreement**”), is made by **BELLAGIO LLC**, a Nevada limited liability company (“**Tenant**”), in favor of **BCORE PARADISE LLC**, a Delaware limited liability company (“**Landlord**”).

WHEREAS, pursuant to the terms of that certain Lease, dated as of November 15, 2019, by and between Landlord and Tenant (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Lease**”), Tenant granted Landlord a first priority security interest in all of Tenant’s right, title and interest in and to Tenant’s Pledged Property (as defined in the Lease), including all Property Specific IP (as defined in the Lease) included therein; and

WHEREAS, Tenant and Landlord have agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “**USPTO**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. *Grant of Security Interest.* To secure the performance of Tenant’s obligations under the Lease, including Tenant’s obligation to pay Rent (as defined in the Lease) thereunder, Tenant hereby grants to Landlord a continuing first priority security interest in all of Tenant’s right, title and interest in and to the Tenant’s Pledged Property that consists of Property Specific IP now owned or in which Tenant hereafter acquires an interest or right, including the United States trademark registrations and applications set forth on Schedule 1 hereto, and the goodwill associated therewith or symbolized thereby (the “**Trademark Collateral**”); *provided*, that the foregoing grant of security interest shall not include any application for registration of a trademark that would be invalidated, canceled, voided or abandoned due to the grant or enforcement of such security interest, including intent-to-use trademark applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing with, and acceptance by, the USPTO of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d).

SECTION 2. *Lease.* The security interests granted to Landlord herein are granted in furtherance of, and not in limitation of, the security interests granted to Landlord pursuant to the Lease. Tenant hereby acknowledges and affirms that the rights and remedies of Landlord with respect to the Trademark Collateral are more fully set forth in the Lease, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Lease, the terms of the Lease shall govern.

SECTION 3. *Recordation.* This Trademark Security Agreement has been executed and delivered by Tenant for the purpose of recording the grant of security interest herein with the USPTO. Tenant hereby authorizes and requests that the Commissioner for Trademarks of the USPTO record this Trademark Security Agreement against the Trademark Collateral.

SECTION 4. ***Further Assistance.*** Upon any termination or release of the security interest in the Trademark Collateral pursuant to the Lease, the Landlord shall, at the expense of the Tenant, promptly execute and deliver to the Tenant an instrument in writing releasing the security interest in the Trademark Collateral for purposes of recordation with the USPTO, and shall take such other actions, in each case, as the Tenant shall reasonably request in writing to evidence such termination or release of the security interest in the Trademark Collateral.

SECTION 5. ***Counterparts.*** This Trademark Security Agreement may be executed in any number of counterparts and by facsimile or electronic signatures, each of which shall be a valid and binding original, but all of which together shall constitute one and the same instrument.

SECTION 6. ***Governing Law.*** This Trademark Security Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York without giving effect to the conflicts of laws principles thereof (other than any mandatory provisions of law relating to the law governing perfection and the effect of perfection of the security interest).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

Tenant:

BELLAGIO LLC

By: 

Name: Laura Norton

Title: Authorized Representative

[Signature Page to Notice of Grant of Security Interests in Trademarks]

TRADEMARK
REEL: 006801 FRAME: 0149

Landlord:

BCORE PARADISE LLC

By: 

Name: Nadeem Meghji

Title: Senior Managing Director and Vice President

[Signature Page to Notice of Grant of Security Interests in Trademarks]

Trademarks

State/ Country	Trademark	Class	Application Number	Application Date	Registration Number	Registration Date
United States	BIG MONEY CHALLENGE	41 Int.	86/352928	30-Jul-2014	4839396	27-Oct-2015
United States	CAPRI	35 Int.	75/460754	1-Apr-1998	2322361	22-Feb-2000
United States	HARVEST BY ROY ELLAMAR	43 Int.	86/743133	31-Aug-2015	5096700	6-Dec-2016
United States	DUNES	09 Int.	77/625456	3-Dec-2008	3758915	9-Mar-2010
United States	JASMINE	43 Int.	78/522886	24-Nov-2004	3041458	10-Jan-2006
United States	THE ART OF WINNING	41 Int.	86/352929	30-Jul-2014	4699596	10-Mar-2015
United States	TUSCANY KITCHEN & DESIGN	41 Int.	78/632550	18-May-2005	3229092	17-Apr-2007