

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LODGING ENTERPRISES, LLC		11/27/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG		
Street Address:	1285 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Banking Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2245931	OAK TREE INN	
Registration Number:	2245932	PENNY'S DINER	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	Three Bryant Park		
Address Line 2:	1095 Avenue of the Americas, 26th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	385802-168876		
NAME OF SUBMITTER:	Michael Riego		
SIGNATURE:	/Michael Riego/		
DATE SIGNED:	12/02/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated November 27, 2019, is made by and among **LODGING ENTERPRISES, LLC**, a Delaware limited liability company having an address at c/o Vukota Capital Management, LLC, 5251 DTC Pkwy #1001, Greenwood Village, Colorado 80111 (“**Pledgor**”), in favor of **UBS AG**, by and through its branch office at 1285 Avenue of the Americas, New York, New York, a U.S. branch of a Swiss banking corporation, having an address at 1285 Avenue of the Americas, New York, New York 10019 (together with its successors and assigns, collectively, “**Lender**”). Terms used but not defined herein shall have the meaning assigned to them in the Intellectual Property Security Agreement (defined below).

WHEREAS, Lender has entered into certain loan documents, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Documents**”), pursuant to which Lender agreed to make a loan to the Pledgor, secured by the liens and security interests of certain security agreements.

WHEREAS, in connection with the Loan Documents, the Pledgor and the Lender have entered into that certain Intellectual Property Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce Lender to make the loan specified in the Loan Documents.

WHEREAS, under the terms of the Intellectual Property Security Agreement, Pledgor has granted to the Lender a security interest in, among other property, certain Intellectual Property of the Pledgor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Pledgor hereby pledges, and grants to the Lender, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Debt, a first priority security interest in and Lien on all of Pledgor’s right, title and interest to and under the following, in each case, whether now owned or existing, or hereafter acquired or arising in (the “**Collateral**”):

- (a) all United States registered Trademarks, as set forth in Schedule A hereto, and all goodwill associated therewith or symbolized thereby;
- (c) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing; and
- (e) all Proceeds of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Pledgor under this Trademark Security Agreement secures the payment of all

Obligations of Pledgor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to Pledgor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by Pledgor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Pledgor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of Lender with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to Lender pursuant to the Intellectual Property Security Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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

PLEDGOR:

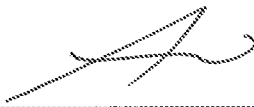
LODGING ENTERPRISES, LLC, a Delaware limited liability company

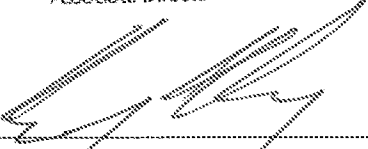
By: 
Name: Lloyd Raskina
Title: Vice President

Acknowledged by:

LENDER:

UBS AG

By: 
Name: _____
Title: Andrew Lisa
Associate Director

By: 
Name: _____
Title: Henry Chung
Managing Director

SCHEDULE A
TRADEMARKS

U.S. Trademark Registrations and Applications

Mark	Jurisdiction	USPTO Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
OAK TREE INN	USPTO	75444896/ March 5, 1998	2245931/ May 18, 1999	LODGING ENTERPRISES LLC
PENNY'S DINER	USPTO	75444897/ March 5, 1998	2245932/ May 18, 1999	LODGING ENTERPRISES LLC