

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HRHH PROPCO, LLC		02/19/2020	Limited Liability Company: DELAWARE
HRHH CAFÉ PROPCO, LLC		02/19/2020	Limited Liability Company: DELAWARE
JC HOSPITALITY LLC		02/19/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2498137	BABY'S
Registration Number:	2575472	BABYS LAS VEGAS
Registration Number:	4692748	BACKSTAGE PASS
Registration Number:	4424430	BODY ENGLISH
Registration Number:	4849357	ENTOURAGE
Registration Number:	5089114	FRIDAY NIGHT LIVE
Registration Number:	4748043	GENERAL ADMISSION
Registration Number:	4748044	GENERAL ADMISSION
Registration Number:	3027330	LOVE JONES
Registration Number:	2500121	
Registration Number:	2534438	
Registration Number:	3567751	MR. LUCKY'S 24/7
Registration Number:	3567750	MR. LUCKY'S 24/7
Registration Number:	5027866	MULTI-PLATINUM ACCESS

CH \$915.00 2498137

Property Type	Number	Word Mark
Registration Number:	5027867	MULTI-PLATINUM ACCESS
Registration Number:	4865520	PLATINUM ACCESS
Registration Number:	4862047	PLATINUM ACCESS
Registration Number:	3873673	REHAB
Registration Number:	4524097	REHAB
Registration Number:	5389151	REHAB BEACH CLUB
Registration Number:	4611979	REHAB RX
Registration Number:	3182848	REHAB RX
Registration Number:	4615774	REHAB RX
Registration Number:	3170859	REHAB RX SUNDAYS AT THE POOL.
Registration Number:	4121460	RELIQUARY
Serial Number:	86525425	THE JOINT
Serial Number:	86525431	THE JOINT
Registration Number:	2181672	THE JOINT LAS VEGAS
Registration Number:	4206187	THE JOINT LAS VEGAS
Registration Number:	4045924	VANITY
Registration Number:	5098150	VINYL
Registration Number:	4897330	VINYL
Registration Number:	5043579	VINYL
Registration Number:	4891535	VINYL LAS VEGAS
Registration Number:	4897331	VINYL LAS VEGAS
Registration Number:	5043580	VINYL LAS VEGAS

CORRESPONDENCE DATA

Fax Number: 2125046666

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.

Phone: 212-504-6000

Email: jennifer.chick@cwt.com

Correspondent Name: Cadwalader, Wickersham & Taft LLP

Address Line 1: 200 Liberty Street

Address Line 4: New York, NEW YORK 10281

ATTORNEY DOCKET NUMBER:	94987.319
NAME OF SUBMITTER:	Jennifer A. Chick
SIGNATURE:	/Jennifer A. Chick/
DATE SIGNED:	02/20/2020

Total Attachments: 8
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SHORT FORM INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated February 19, 2020, is made by **HRHH PROPCO, LLC, HRHH CAFE PROPCO, LLC, and JC HOSPITALITY LLC**, each a Delaware limited liability company, having an office at 11150 Santa Monica Boulevard, Suite 1400, Los Angeles, California 90025 (collectively, “**Pledgor**”), in favor of **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a banking association chartered under the laws of the United States of America, having an address at 383 Madison Avenue, New York, New York 10179, in its capacity as administrative agent (together with its successors and assigns, “**Administrative Agent**”) for the Lenders (as defined in the Loan Documents, as defined below).

WHEREAS, the Lenders and Administrative Agent have entered into certain loan documents, each dated as of February 19, 2020 (collectively, as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Documents**”), pursuant to which the Lenders have agreed to make a loan to certain Pledgor, secured by the liens and security interests of certain security agreements.

WHEREAS, in connection with the Loan Documents, the Pledgor and the Administrative Agent have entered into the Intellectual Property Security Agreement, dated February 19, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce the Lenders to make the loan specified in the Loan Documents.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Pledgor has granted to the Administrative Agent, for the benefit of Lenders, a security interest in, among other property, certain intellectual property of the Pledgor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Pledgor hereby grants to the Administrative Agent, for the benefit of Lenders, a security interest in all of such Pledgor’s right, title and interest in and to the following (the “**Collateral**”):

- (a) the United States Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;
- (b) the United States registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending, which are set forth in Schedule B hereto; and
- (c) the United States registrations of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Pledgor under this IP Security Agreement secures the payment of all Obligations of such 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 IP Security Agreement secures, as to Pledgor, the payment of all amounts that constitute part of the Debt and that would be owed by such Pledgor to Administrative Agent or any Lender under the Loan Documents but for the fact that such Debt is unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Pledgor.

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

SECTION 4. Execution in Counterparts. This IP 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 IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Administrative Agent 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. In the event of any conflict between the terms of this IP 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 IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

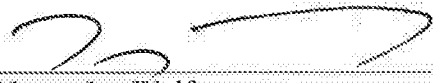
SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security 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.

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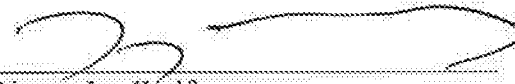
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, all as of the date set forth above.

PLEDGOR:


HRHH PROPCO, LLC, a Delaware limited liability company

By: 
Name: Jay Wolf
Title: Authorized Signatory

HRHH CAFÉ PROPCO, LLC, a Delaware limited liability company


By: 
Name: Jay Wolf
Title: Authorized Signatory

JC HOSPITALITY LLC, a Delaware limited liability company

By: 
Name: Jay Wolf
Title: Authorized Signatory




ADMINISTRATIVE AGENT:


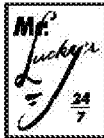

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

By: 
Name: _____
Title: Anthony Shaskus
Vice President




SCHEDULE B
TRADEMARKS

(i) FEDERAL:

TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
BABY'S	U.S. 42	JC Hospitality LLC	76/116,087	2,498,137 10/16/01	Registered Renewal due 10/16/21
BABY'S LAS VEGAS & Design 	U.S. 42	JC Hospitality LLC	76/116,088	2,575,472 6/4/02	Registered Renewal due 6/4/22
BACKSTAGE PASS	U.S. 35 & 41	JC Hospitality LLC	85/526,535	4,692,748 2/24/15	Registered Renewal due 2/24/21
BODY ENGLISH	U.S. 41 & 43	JC Hospitality LLC	85/809,634	4,424,430 10/29/13	Registered Renewal due: 4/29/2020 w/ grace
ENTOURAGE	U.S. 35	JC Hospitality LLC	86/427,083	4,849,357 11/10/15	Registered Renewal due 11/10/21
FRIDAY NIGHT LIVE	U.S. 41	JC Hospitality LLC	86/620,477	5,089,114 11/29/16	Registered Renewal due 11/29/22
GENERAL ADMISSION	U.S. 35	JC Hospitality LLC	86/427,090	4,748,043 6/2/15	Registered Renewal due 6/2/21
GENERAL ADMISSION	U.S. 41	JC Hospitality LLC	86/427,091	4,748,044 6/2/15	Registered Renewal due 6/2/21
LOVE JONES & Design 	U.S. 35	JC Hospitality LLC	78/435,413	3,027,330 12/13/05	Registered Renewal due 12/13/25
Misc. Design (Black Cat Head) 	U.S. 42	JC Hospitality LLC	76/116,091	2,500,121 10/23/01	Registered Renewal due 10/23/21

TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
Misc. Design (Guitar) 	U.S. 41 & 42	JC Hospitality LLC	75/489,003	2,534,438 1/29/02	Registered Renewal due 1/29/22
MR. LUCKY'S 24/7	U.S. 43	JC Hospitality LLC	78/737,144	3,567,751 1/27/09	Registered Renewal due 1/27/29
MR. LUCKY'S 24/7 & Design 	U.S. 43	JC Hospitality LLC	78/737,119	3,567,750 1/27/09	Registered Renewal due 1/27/29
MULTI-PLATINUM ACCESS	U.S. 35	JC Hospitality LLC	86/513,413	5,027,866 8/23/16	Registered Renewal due 8/23/22
MULTI-PLATINUM ACCESS	U.S. 41	JC Hospitality LLC	86/513,414	5,027,867 8/23/16	Registered Renewal due 8/23/22
PLATINUM ACCESS	U.S. 35	JC Hospitality LLC	86/427,095	4,865,520 12/8/15	Registered Renewal due 12/8/21
PLATINUM ACCESS	U.S. 41	JC Hospitality LLC	86/427,099	4,862,047 12/1/15	Registered Renewal due 12/8/21
REHAB	U.S. 41	JC Hospitality LLC	77/047,306	3,873,673 11/9/10	Registered Renewal due 11/9/20
REHAB	U.S. 29, 41 & 43	JC Hospitality LLC	85/542,757	4,524,097 5/6/14	Registered Renewal due 5/6/20
REHAB BEACH CLUB	U.S. 41	JC Hospitality LLC	87/043,933	5,389,151 1/30/2018	Registered Renewal due 1/30/24
REHAB RX	U.S. 41 & 43	JC Hospitality LLC	85/542,768	4,611,979 9/30/14	Registered Renewal due 9/30/20
REHAB RX (Stylized) 	U.S. 41	JC Hospitality LLC	78/640,786	3,182,848 12/12/06	Registered Renewal due 12/12/26

TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
REHAB RX (Stylized) 	U.S. 41 & 43	JC Hospitality LLC	85/542,774	4,615,774 10/7/14	Registered Renewal due 10/7/20
REHAB RX SUNDAYS AT THE POOL & Design 	U.S. 41	JC Hospitality LLC	78/640,797	3,170,859 11/14/06	Registered Renewal due 11/14/26
RELIQUARY	U.S. 35, 41 & 44	JC Hospitality LLC	85/395,947	4,121,460 4/3/12	Registered Renewal due 4/4/22
THE JOINT	U.S. 41	JC Hospitality LLC	86/525,425		Pending
THE JOINT	U.S. 43	JC Hospitality LLC	86/525,431		Pending
THE JOINT LAS VEGAS & Design 	U.S. 41	JC Hospitality LLC	74/674,049	2,181,672 8/18/98	Registered Renewal due 8/18/28
THE JOINT LAS VEGAS & Design 	U.S. 43	JC Hospitality LLC	77/549,679	4,206,187 9/11/12	Registered Renewal due 9/12/22
VANITY	U.S. 41 & 43	JC Hospitality LLC	77/831,478	4,045,924 10/25/11	Registered Renewal due 10/25/21
VINYL	U.S. 35	JC Hospitality LLC	86/473,371	5,098,150 12/13/16	Registered Renewal due 12/13/22
VINYL	U.S. 41	JC Hospitality LLC	86/473,372	4,897,330 2/9/16	Registered Renewal due 2/9/22
VINYL	U.S. 43	JC Hospitality LLC	86/473,373	5,043,579 9/20/16	Registered Renewal due 9/20/22

TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
VINYL LAS VEGAS & Design 	U.S. 35	JC Hospitality LLC	86/473,374	4,891,535 1/26/16	Registered Renewal due 1/26/22
VINYL LAS VEGAS & Design 	U.S. 41	JC Hospitality LLC	86/473,375	4,897,331 2/9/16	Registered Sections 8 & 15 due 2/9/22
VINYL LAS VEGAS & Design 	U.S. 43	JC Hospitality LLC	86/473,376	5,043,580 9/20/16	Registered Sections 8 & 15 due 9/20/22