

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hard Rock Cafe International (USA), Inc.		03/31/2020	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	5681185	ROCKTANE	
Serial Number:	88282888	HUMANITY IS INSTRUMENTAL	
Serial Number:	88285095	HARD ROCK ONLINE SPORTSBOOK	
Serial Number:	88285069	HARD ROCK SPORTSBOOK	
Serial Number:	88285043	HARD ROCK SPORTS	
Serial Number:	88300664	UTC+	
Serial Number:	88380467	HARD ROCK STADIUM	
Serial Number:	88394524	HARD ROCK STADIUM	
Serial Number:	88394470	ONE NIGHT IN BANGKOK SPICY SHRIMP	
Serial Number:	88410143	HARD ROCK KAZOO PANDA	
Serial Number:	88436284	HARD ROCK CAFE LEGENDS ONLY	
Serial Number:	88436304	LEGENDS ONLY	
Serial Number:	88436313	LEGENDS ONLY	
Serial Number:	88455954	HARD ROCK CAFE LEGENDS ONLY	
Serial Number:	88466236	RT60	
Serial Number:	88547185	HARD ROCK CONDOS	
Serial Number:	88547204	HARD ROCK CRUISE	
Serial Number:	88572009	DAER	
Serial Number:	88596045	HARD ROCK 24-KARAT GOLD LEAF	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88598731	HARD ROCK RESORT
Serial Number:	88638501	HARD ROCK'N DICE
Serial Number:	88638512	ROCK N' 21
Serial Number:	88638516	SIX STRING
Serial Number:	88638521	FAB FOUR
Serial Number:	88638528	THE TENOR
Serial Number:	88638530	UNLEASHED
Serial Number:	88667424	PINKTOBER POKER OPEN
Serial Number:	88667322	PINKTOBER POKER OPEN

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1103813-0145-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	04/01/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 31, 2020, by Hard Rock Cafe International (USA), Inc. (“Pledgor”), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement dated January 4, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral (except to the extent constituting Excluded Property) of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks listed on Schedule I attached hereto made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements) and termination of the Security Agreement, this Trademark Security Agreement shall automatically terminate, the Lien created hereunder shall be automatically released and the Collateral Agent shall execute,

acknowledge, and deliver to the Pledgor an instrument in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

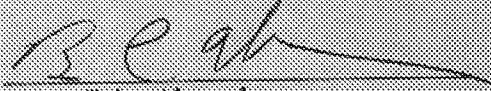
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

Hard Rock Cafe International (USA), Inc.

By: 
Name: Brian Alexander
Title: Vice President and Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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

Very truly yours,
Hard Rock Cafe International (USA), Inc.

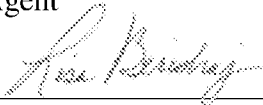
By: _____

Name: Brian Alexander

Title: Vice President and Secretary

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By:  _____

Name: Lisa Berishaj

Title: Assistant Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks

<u>Mark</u>	<u>Classes</u>	<u>App. Date</u>	<u>Reg. Date</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Owner</u>
ROCKTANE	37	3/10/2017	2/19/2019	87/366,285	5,681,185	Hard Rock Cafe International (USA), Inc.

Trademark Applications

<u>Mark</u>	<u>Classes</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Owner</u>
HUMANITY IS INSTRUMENTAL	25	88/282,888	1/30/2019	Hard Rock Cafe International (USA), Inc.
HARD ROCK ONLINE SPORTSBOOK	9, 41	88/285,095	1/31/2019	Hard Rock Cafe International (USA), Inc.
HARD ROCK SPORTSBOOK & Design	9, 41	88/285,069	1/31/2019	Hard Rock Cafe International (USA), Inc.
HARD ROCK SPORTS & Design	9, 41	88/285,043	1/31/2019	Hard Rock Cafe International (USA), Inc.
UTC+	43	88/300,664	2/13/2019	Hard Rock Cafe International (USA), Inc.
HARD ROCK STADIUM & Design	35, 43	88/380,467	4/10/2019	Hard Rock Cafe International (USA), Inc.
HARD ROCK STADIUM	14, 18, 21, 25	88/394,524	4/19/2019	Hard Rock Cafe International (USA), Inc.
ONE NIGHT IN BANGKOK SPICY SHRIMP	29	88/394,470	4/19/2019	Hard Rock Cafe

				International (USA), Inc.
HARD ROCK KAZOO PANDA	14, 28	88/410,143	4/30/2019	Hard Rock Cafe International (USA), Inc.
HARD ROCK CAFE LEGENDS ONLY & Design	43	88/436,284	5/17/2019	Hard Rock Cafe International (USA), Inc.
LEGENDS ONLY	43	88/436,304	5/17/2019	Hard Rock Cafe International (USA), Inc.
LEGENDS ONLY & Design	43	88/436,313	5/17/2019	Hard Rock Cafe International (USA), Inc.
HARD ROCK CAFE LEGENDS ONLY & Design	14, 25	88/455,954	6/1/2019	Hard Rock Cafe International (USA), Inc.
RT60 & Design	43	88/466,236	6/10/2019	Hard Rock Cafe International (USA), Inc.
HARD ROCK CONDOS	35	88/547,185	7/29/2019	Hard Rock Cafe International (USA), Inc.
HARD ROCK CRUISE	39	88/547,204	7/29/2019	Hard Rock Cafe International (USA), Inc.
DAER	41	88/572,009	8/8/2019	Hard Rock Cafe International (USA), Inc.
HARD ROCK 24-KARAT GOLD LEAF	30	88/596,045	8/28/2019	Hard Rock Cafe International (USA), Inc.
HARD ROCK RESORT & Design	25, 43	88/598,731	8/29/2019	Hard Rock Cafe International (USA), Inc.

HARD ROCK'N DICE	41	88/638,501	10/1/2019	Hard Rock Cafe International (USA), Inc.
ROCK N'21	41	88/638,512	10/1/2019	Hard Rock Cafe International (USA), Inc.
SIX STRING	41	88/638,516	10/1/2019	Hard Rock Cafe International (USA), Inc.
FAB FOUR	41	88/638,521	10/1/2019	Hard Rock Cafe International (USA), Inc.
THE TENOR	41	88/638,528	10/1/2019	Hard Rock Cafe International (USA), Inc.
UNLEASHED	43	88/638,530	10/1/2019	Hard Rock Cafe International (USA), Inc.
PINKTOBER POKER OPEN & Design	41	88/667,424	10/24/2019	Hard Rock Cafe International (USA), Inc.
PINKTOBER POKER OPEN	41	88/667,322	10/24/2019	Hard Rock Cafe International (USA), Inc.