

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579357

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignment which did not contain a present tense provision assigning the JCH Marks from HRHH IP previously recorded on Reel 006336 Frame 0854. Assignor(s) hereby confirms the Assignment of the entire interest and the goodwill.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HRHH IP, LLC		05/08/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JC Hospitality, LLC		
Street Address:	11150 Santa Monica Boulevard, Suite 1400		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	4692748	BACKSTAGE PASS	
Registration Number:	4849357	ENTOURAGE	
Registration Number:	4748043	GENERAL ADMISSION	
Registration Number:	4748044	GENERAL ADMISSION	
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	
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	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	3170859	REHAB RX SUNDAYS AT THE POOL.
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:	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: 4045818330

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: 4045818671

Email: nytéf@jonesday.com

Correspondent Name: Mary Alexander Myers

Address Line 1: Jones Day

Address Line 2: 250 Vesey Street

Address Line 4: New York, NEW YORK 10281

NAME OF SUBMITTER:	Mary Alexander Myers
SIGNATURE:	/Mary Alexander Myers/
DATE SIGNED:	06/03/2020

Total Attachments: 30

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HRHH IP, LLC		03/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JC HOSPITALITY LLC		
Street Address:	11150 Santa Monica Blvd.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	4265340	35 STEAKS + MARTINIS	
Registration Number:	2498137	BABY'S	
Registration Number:	2575472	BABYS LAS VEGAS	
Registration Number:	4692748	BACKSTAGE PASS	
Registration Number:	4118728	BLITZED	
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	
Registration Number:	5027867	MULTI-PLATINUM ACCESS	
Registration Number:	4865520	PLATINUM ACCESS	
Registration Number:	4862047	PLATINUM ACCESS	
TRADEMARK			

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Property Type	Number	Word Mark
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: 3102283701

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: 310 228 3700

Email: TrademarksCC@sheppardmullin.com

Correspondent Name: Jill Pietrini c/o Sheppard Mullin

Address Line 1: 1901 Avenue of the Stars, 16th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Jill M. Pietrini
SIGNATURE:	/Jill M. Pietrini/
DATE SIGNED:	05/25/2018

Total Attachments: 11

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of March 30, 2018 (the "Effective Date") by and between HRHH IP, LLC, a Delaware limited liability company, ("Assignor"), and JC HOSPITALITY LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee (as successor by assignment from JCF Vegas, LLC (f/k/a JB Hospitality LLC) and JCLPF Vegas, LLC) are parties to that certain Purchase and Sale Agreement, dated as of February 23, 2018 (together with all amendments, supplements, modifications, appendices, assignments and addenda thereto, the "Agreement"), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of the Trademarks (as defined below); and

WHEREAS, Assignor owns the trademarks and corresponding federal applications or registrations therefore listed on the attached Exhibit A (collectively, the "Trademarks").

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

1. Assignment. Assignor agrees to sell, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with all of the goodwill of the business symbolized by the Trademarks, any renewals and extensions thereof and all other corresponding rights that exist or that may be secured under common law, state law, the laws of the United States or any foreign country, as of the Effective Date, as well as all income, royalties or payments due or payable from and after the Effective Date or thereafter and the right to sue and collect damages for past, present and future infringements, dilution or other unauthorized use of the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Further Assurances. Assignor shall promptly execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing or vesting in Assignee full right, title and interest in the Trademarks.

3. Conflict. This Assignment is subject to all of the terms, conditions and limitations set forth in the Agreement. In the event that any provision of this Assignment is constructed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling.

4. Governing Law. This Assignment and the transactions contemplated hereby, and all disputes between the parties under or related to this Assignment or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to contracts executed in and to be performed entirely within the State of Nevada, without regard to the conflicts of law principles thereof.

5. Parties of Interest. This Assignment shall be binding upon Assignor, and inure to the benefit of Assignee, and its respective successors in interest and permitted assigns and nothing in this Assignment, expressed or implied, is intended to or shall confer upon any other person any right, benefit or remedy whatsoever under or by reason of this Assignment.

6. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of applicable Law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party.

7. Counterparts. This Assignment may be executed by facsimile or electronic mail transmissions and/or in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

8. Headings. The subject headings or captions of the paragraphs in this Assignment are inserted for convenience of reference only and shall not affect the meaning, construction or interpretation of any provisions contained herein. All capitalized terms defined herein are equally applicable to both the singular and plural forms of such terms.

[Signatures appear on following page.]

Assignor:

HRHH IP, LLC

Theresa A Hoyt

Name: Theresa A Hoyt
Title: Authorized Signatory

[Signature Page to Trademark Assignment Agreement]

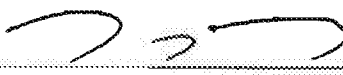
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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Assignee:

JC HOSPITALITY LLC

By: 

Name: Jay Wolf



Title: Authorized Signatory




[Signature Page to Trademark Assignment Agreement]






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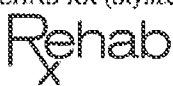
EXHIBIT A





TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
35 STEAKS + MARTINIS	U.S. 43	HRHH IP, LLC	85/396,027	4,265,340 12/25/12	Registered Sections 8 & 15 due 12/25/18
BABY'S	U.S. 42	HRHH IP, LLC	76/116,087	2,498,137 10/16/01	Registered 2 nd Renewal due 10/16/21
BABY'S LAS VEGAS & Design 	U.S. 42	HRHH IP, LLC	76/116,088	2,575,472 6/4/02	Registered 2 nd Renewal due 6/4/22
BACKSTAGE PASS	U.S. 35 & 41	HRHH IP, LLC	85/526,535	4,692,748 2/24/15	Registered Sections 8 & 15 due 2/24/21
BLITZED	U.S. 43	HRHH IP, LLC	85/446,826	4,118,728 3/27/12	Registered Sections 8 & 15 due 3/27/18
BODY ENGLISH	U.S. 41 & 43	HRHH IP, LLC	85/809,634	4,424,430 10/29/13	Registered Sections 8 & 15 due 10/29/19
ENTOURAGE	U.S. 35	HRHH IP, LLC	86/427,083	4,849,357 11/10/15	Registered Sections 8 & 15 due 11/10/21
FRIDAY NIGHT LIVE	U.S. 41	HRHH IP, LLC	86/620,477	5,089,114 11/29/16	Registered Sections 8 & 15 due 11/29/22
GENERAL ADMISSION	U.S. 35	HRHH IP, LLC	86/427,090	4,748,043 6/2/15	Registered Renewal due 6/2/21
GENERAL ADMISSION	U.S. 41	HRHH IP, LLC	86/427,091	4,748,044 6/2/15	Registered Renewal due 6/2/21
LOVE JONES & Design 	U.S. 35	HRHH IP, LLC	78/435,413	3,027,330 12/13/05	Registered 2 nd Renewal due 12/13/25





TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
Misc. Design (Black Cat Head) 	U.S. 42	HRHH IP, LLC	76/116,091	2,500,121 10/23/01	Registered 2 nd Renewal due 10/23/21
Misc. Design  (Guitar)	U.S. 41 & 42	HRHH IP, LLC	75/489,003	2,534,438 1/29/02	Registered 2 nd Renewal due 1/29/22
MR. LUCKY'S 24/7	U.S. 43	HRHH IP, LLC	78/737,144	3,567,751 1/27/09	Registered Renewal due 1/27/19
MR. LUCKY'S 24/7 & Design 	U.S. 43	HRHH IP, LLC	78737,119	3,567,750 1/27/09	Registered Renewal due 1/27/19
MULTI-PLATINUM ACCESS	U.S. 35	HRHH IP, LLC	86/513,413	5,027,866 8/23/16	Registered Sections 8 & 15 Affidavit due 8/23/22
MULTI-PLATINUM ACCESS	U.S. 41	HRHH IP, LLC	86/513,414	5,027,867 8/23/16	Registered Sections 8 & 15 Affidavit due 8/23/22
PLATINUM ACCESS	U.S. 35	HRHH IP, LLC	86/427,095	4,865,520 12/8/15	Registered Sections 8 & 15 Affidavit due 12/8/21
PLATINUM ACCESS	U.S. 41	HRHH IP, LLC	86/427,099	4,862,047 12/1/15	Registered Sections 8 & 15 Affidavit due 12/8/21
REHAB	U.S. 41	HRHH IP, LLC	77/047,306	3,873,673 11/9/10	Registered Renewal due 11/9/20
REHAB	U.S. 29, 41 & 43	HRHH IP, LLC	85/542,757	4,524,097 5/6/14	Registered Sections 8 & 15 due 5/6/20




TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
REHAB BEACH CLUB	U.S. 41	HRHH IP, LLC	87/043,933	5,389,151 1/30/18	Registered Sections 8 & 15 due 1/30/24
REHAB RX	U.S. 41 & 43	HRHH IP, LLC	85/542,768	4,611,979 9/30/14	Registered Sections 8 & 15 due 9/30/20
REHAB RX (Stylized) 	U.S. 41	HRHH IP, LLC	78/640,786	3,182,848 12/12/06	Registered 2 nd Renewal due 12/12/26
REHAB RX (Stylized) 	U.S. 41 & 43	HRHH IP, LLC	85/542,774	4,615,774 10/7/14	Registered Sections 8 & 15 due 10/7/20
REHAB RX SUNDAYS AT THE POOL & Design 	U.S. 41	HRHH IP, LLC	78/640,797	3,170,859 11/14/06	Registered 2 nd Renewal due 11/14/26
RELIQUARY	U.S. 35, 41 & 44	HRHH IP, LLC	85/395,947	4,121,460 4/3/12	Registered Sections 8 & 15 due 4/3/18
THE JOINT	U.S. 41	HRHH IP, LLC	86/525,425		Pending -- Under Appeal Oral Hearing Held 10/ 19/17
THE JOINT	U.S. 43	HRHH IP, LLC	86/525,431		Pending -- Under Appeal Oral Hearing Held 10/ 19/17
THE JOINT LAS VEGAS & Design 	U.S. 41	HRHH IP, LLC	74/674,049	2,181,672 8/18/98	Registered 2 nd Renewal due 8/18/18
THE JOINT LAS VEGAS & Design 	U.S. 43	HRHH IP, LLC	77/549,679	4,206,187 9/11/12	Registered Sections 8 & 15 due 9/11/18

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TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
VANITY	U.S. 41 & 43	HRHH IP, LLC	77/831,478	4,045,924 10/25/11	Registered Renewal due 10/25/21
VINYL	U.S. 35	HRHH IP, LLC	86/473,371	5,098,150 12/13/16	Registered Sections 8 & 15 due 12/13/22
VINYL	U.S. 41	HRHH IP, LLC	86/473,372	4,897,330 2/9/16	Registered Sections 8 & 15 due 2/9/22
VINYL	U.S. 43	HRHH IP, LLC	86/473,373	5,043,579 9/20/16	Registered Sections 8 & 15 due 9/20/22
VINYL LAS VEGAS & Design 	U.S. 35	HRHH IP, LLC	86/473,374	4,891,535 1/26/16	Registered Sections 8 & 15 due 1/26/22
VINYL LAS VEGAS & Design 	U.S. 41	HRHH IP, 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	HRHH IP, LLC	86/473,376	5,043,580 9/20/16	Registered Sections 8 & 15 due 9/20/22
REHAB Australia	Australia 41 & 43	HRHH IP, LLC	1,508,613	1,508,613 7/8/14	Registered Renewal due 8/14/22
REHAB RX Australia	Australia 41 & 43	HRHH IP, LLC	1,508,614	1,508,614 7/8/14	Registered Renewal due 8/14/22
REHAB RX (Stylized) 	Australia 41 & 43	HRHH IP, LLC	1,508,615	1,508,615 7/8/14	Registered Renewal due 8/14/22

TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
REHAB	Brazil 41	HRHH IP, LLC	910,174,99 7		Pending Published for opposition
REHAB RX (Stylized) 	Brazil 41	HRHH IP, LLC	910,174,95 4		Pending Published for opposition
REHAB	Brazil 43	HRHH IP, LLC	840,232,22 5	840,232,22 5 7/21/15	Registered Renewal due 7/21/25
REHAB RX	Brazil 41	HRHH IP, LLC	910,498,92 0		Pending Published for opposition
REHAB RX	Brazil 43	HRHH IP, LLC	840,232,33 0	840,232,33 0 7/21/15	Registered Renewal due 7/21/25
REHAB RX (Stylized) 	Brazil 43	HRHH IP, LLC	840,232,45 4	840,232,45 4 7/21/15	Registered Renewal due 7/21/25
BACKSTAGE PASS	Canada 35, 41 & 43	HRHH IP, LLC	1,587,742	TMA 929,001 2/15/16	Registered Renewal due 2/15/31
REHAB	Canada 41 & 43	HRHH IP, LLC	1,691,292	TMA 933,551 4/4/16	Registered Renewal due 4/4/31
REHAB RX	Canada 41 & 43	HRHH IP, LLC	1,691,291	TMA 933,549 4/4/16	Registered Renewal due 4/4/31
REHAB RX (Stylized) 	Canada 41 & 43	HRHH IP, LLC	1,691,290	TMA 933,573 4/4/16	Registered Renewal due 4/4/31
MR. LUCKY'S 24/7	Canada 43	HRHH IP, LLC	1,607,372	TMA 907,349 6/26/15	Registered Renewal due 6/26/30
MR. LUCKY'S 24/7 & Design 	Canada 43	HRHH IP, LLC	1,607,376	TMA 907,350 6/26/15	Registered Renewal due 6/26/30

TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
THE JOINT & Design 	Canada 41	HRHH IP, LLC	1,632,192		Pending Declaration of Use due 7/28/18
THE JOINT & Design 	Canada 41 & 43	HRHH IP, LLC	1,607,377	TMA 907,337 6/26/15	Registered Renewal due 6/26/30
REHAB	Costa Rica 41, 42 & 43	HRHH IP, LLC	2012- 0007598	229,971 9/10/13	Registered Renewal due 9/10/23
REHAB RX	Costa Rica 41, 42 & 43	HRHH IP, LLC	2012- 0007596	229,970 9/10/13	Registered Renewal due 9/10/23
REHAB RX (Stylized) 	Costa Rica 41, 42 & 43	HRHH IP, LLC	2012- 0007600	229,969 9/10/13	Registered Renewal due 9/10/23
REHAB	E.U. 41 & 43	HRHH IP, LLC	10,612,381	10,612,381 1/21/15	Registered Renewal due 2/2/22
REHAB RX	E.U. 41 & 43	HRHH IP, LLC	10,612,349	10,612,349 1/22/15	Registered Renewal due 2/2/22
REHAB RX (Stylized) 	E.U. 41 & 43	HRHH IP, LLC	10,612,307	10,612,307 1/23/15	Registered Renewal due 2/2/22
REHAB	Mexico 39	HRHH IP, LLC	1,299,879	1,336,998 12/6/12	Registered Renewal due 8/14/22
REHAB	Mexico 41	HRHH IP, LLC	1,299,862	1,338,303 12/13/12	Registered Renewal due 8/14/22
REHAB	Mexico 43	HRHH IP, LLC	1,299,864	1,338,852 12/14/12	Registered Renewal due 8/14/22
REHAB RX	Mexico 39	HRHH IP, LLC	1,299,881	1,336,999 12/6/12	Registered Renewal due 8/14/22

TRADEMARKS/ SERVICE MARKS (Country)	COUNTRY/ CLASS	OWNER	SER. NO.	REG. NO.	STATUS
REHAB RX	Mexico 41	HRHH IP, LLC	1,299,869	1,340,570 12/18/12	Registered Renewal due 8/14/22
REHAB RX	Mexico 43	HRHH IP, LLC	1,299,871	1,336,996 12/6/12	Registered Renewal due 8/14/22
REHAB RX (Stylized) 	Mexico 39	HRHH IP, LLC	1,299,882	1,397,144 9/13/13	Registered Renewal due 8/14/22
REHAB RX (Stylized) 	Mexico 41	HRHH IP, LLC	1,299,876	1,336,997 12/6/12	Registered Renewal due 8/14/22
REHAB RX (Stylized) 	Mexico 43	HRHH IP, LLC	1,299,878	1,341,017 12/19/12	Registered Renewal due 8/14/22

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this “**Assignment**”), dated as of May 8, 2020, is made by and among HRHH IP, LLC, a Delaware limited liability company (“**HRHH IP**”) and JC Hospitality, LLC, a Delaware limited liability company (“**JCH**” together with and HRHH IP, individually and collectively, the “**Assignors**”), and HR West Licensor, LLC, a Florida limited liability company (“**Assignee**”).

WHEREAS, Assignors own or have registered the Purchased Trademarks;

WHEREAS, HRHH IP and JCH are parties to that certain Trademark Assignment, dated March 30, 2018, pursuant to which HRHH IP purported to assign all right, title, and interest in and to the JCH Marks to JCH (the “**2018 Trademark Assignment**”), and the 2018 Trademark Assignment was filed at Reel/Frame 6336/0854. The 2018 Trademark Assignment did not contain a present tense assignment provision assigning the JCH Marks from HRHH IP to JCH;

WHEREAS, pursuant to that certain Purchase Agreement (the “**Purchase Agreement**”), dated as of May 8, 2020, by and among Seminole Hard Rock Entertainment Inc., a Florida corporation (the parent of Assignee, “**Hard Rock**”), HRHH Propco, LLC, a Delaware limited liability company, and JCH, JCH has agreed to sell, transfer, convey, assign, and deliver (free and clear of all Encumbrances (other than Permitted Encumbrances)) to Hard Rock all of the JCH Marks; and

WHEREAS, Hard Rock has designated Assignee to receive certain JCH Marks pursuant to this Assignment and HRHH IP and JCH desire to remove any ambiguity as to whether the 2018 Trademark Assignment transferred all right, title, and interest in the JCH Marks from HRHH IP to JCH. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. **First Assignment**. Effective as of the date hereof, to the extent HRHH IP retains any right, title, and interest in and to the JCH Marks after the 2018 Trademark Assignment, HRHH IP hereby transfers, conveys, assigns, and delivers to JCH, and JCH hereby acquires and accepts from HRHH IP, all of HRHH IP’s right, title and interest in, to and under the JCH Marks set forth on Schedule 1 hereto (the “**Purchased Trademarks**”), including (i) any and all goodwill associated therewith, (ii) all rights therein provided by international treaties or conventions, (iii) all reissues, extensions and renewals of any of the foregoing and (iv) all rights to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith.

2. **Second Assignment**. Immediately upon the preceding assignment’s

effectiveness, JCH hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from the JCH, all of JCH's title and interest in, to and under the Purchased Trademarks including (i) any and all goodwill associated therewith, (ii) all rights therein provided by international treaties or conventions, (iii) all reissues, extensions and renewals of any of the foregoing and (iv) all rights to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith.

3. **Assurances.** Assignors hereby authorize Assignee to request, and hereby requests, the Commissioner for Trademarks of the United States and any other official of any applicable governmental authority to record and issue any and all trademark registrations and trademark applications included in the Purchased Trademarks to and in the name of Assignee. From and after the Closing Date, upon the reasonable request of Assignee and at Assignee's expense solely with respect to transfers from JCH to Assignee, Assignors shall execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances and other instruments and papers and take such other action as may be reasonably requested by Assignee in order to vest, perfect or confirm, of record or otherwise, the right, title and interest of Assignee, its successors and assigns, in and to the Purchased Trademarks or otherwise to carry out the provisions of this Assignment and give effect to the transactions contemplated by the Purchase Agreement and the other Transaction Documents that pertain to the Purchased Trademarks.

4. **Governing Law.** This Assignment and all Actions arising in whole or in part hereunder or in connection herewith, shall be governed by and construed in accordance with the Laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than those of the State of New York.

5. **Binding Effect.** This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

6. **Interpretation, Severability.** This Assignment is made, executed and delivered in accordance with and is subject to the representations, warranties and covenants set forth in the Purchase Agreement. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control. If any provision of this Assignment or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment.

7. **Counterparts; Facsimile Signatures.** This Assignment may be executed in

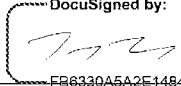
one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or other electronically scanned and transmitted signatures, including by email attachment, shall be deemed originals for all purposes of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed as of the date first set forth above by their duly authorized officers.

ASSIGNOR:

JC HOSPITALITY, LLC,
a Delaware limited liability company

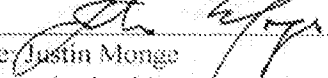
DocuSigned by:

By: _____
Name: Jay Wolf
Title: Authorized Signatory

Signature Page to Trademark Assignment (US + Unregistered)

IN WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed as of the date first set forth above by their duly authorized officers.

ASSIGNOR:

HRHH IP, LLC,
a Delaware limited liability company

By: 
Name: Justin Monge
Title: Authorized Representative

Signature Page to Trademark Assignment (US + Unregistered)

WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed as of the date first set forth above by their duly authorized officers.

ASSIGNEE:

HR WEST LICENSOR, LLC,
a Florida limited liability company

By: 



Name: John Eder







Title: EVP, CFO, Secretary and Treasurer

Schedule 1

Purchased Trademarks

REGISTERED TRADEMARKS/SERVICE MARKS

MARK	JURISDICTION	RECORD OWNER	APP. NO.	REG. NO.	REG. DATE
BACKSTAGE PASS	U.S.	JC Hospitality LLC	85/526,535	4,692,748	2/24/15
ENTOURAGE	U.S.	JC Hospitality LLC	86/427,083	4,849,357	11/10/15
GENERAL ADMISSION	U.S.	JC Hospitality LLC	86/427,090	4,748,043	6/2/15
GENERAL ADMISSION	U.S.	JC Hospitality LLC	86/427,091	4,748,044	6/2/15
Misc. Design (Guitar) 	U.S.	JC Hospitality LLC	75/489,003	2,534,438	1/29/02
MR. LUCKY'S 24/7	U.S.	JC Hospitality LLC	78/737,144	3,567,751	1/27/09
MR. LUCKY'S 24/7 & Design 	U.S.	JC Hospitality LLC	78737,119	3,567,750	1/27/09
MULTI-PLATINUM ACCESS	U.S.	JC Hospitality LLC	86/513,413	5,027,866	8/23/16
MULTI-PLATINUM ACCESS	U.S.	JC Hospitality LLC	86/513,414	5,027,867	8/23/16
PLATINUM ACCESS	U.S.	JC Hospitality LLC	86/427,095	4,865,520	12/8/15
PLATINUM ACCESS	U.S.	JC Hospitality LLC	86/427,099	4,862,047	12/1/15
REHAB	U.S.	JC Hospitality LLC	77/047,306	3,873,673	11/9/10
REHAB	U.S.	JC Hospitality LLC	85/542,757	4,524,097	5/6/14
REHAB BEACH CLUB	U.S.	JC Hospitality LLC	87/043,933	5,389,151	1/30/18
REHAB RX	U.S.	JC Hospitality LLC	85/542,768	4,611,979	9/30/14

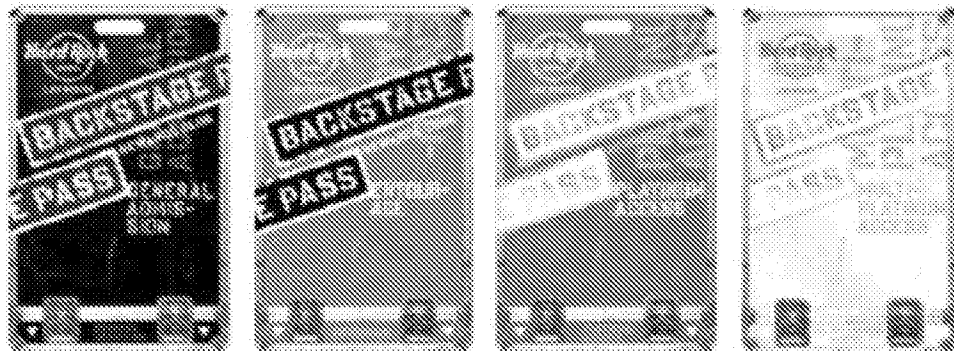
MARK	JURISDICTION	RECORD OWNER	APP. NO.	REG. NO.	REG. DATE
REHAB RX (Stylized) 	U.S.	JC Hospitality LLC	78/640,786	3,182,848	12/12/06
REHAB RX (Stylized) 	U.S.	JC Hospitality LLC	85/542,774	4,615,774	10/7/14
REHAB RX SUNDAYS AT THE POOL & Design 	U.S.	JC Hospitality LLC	78/640,797	3,170,859	1/14/06
THE JOINT	U.S.	JC Hospitality LLC	86/525,425		
THE JOINT	U.S.	JC Hospitality LLC	86/525,431		
THE JOINT LAS VEGAS & Design 	U.S.	JC Hospitality LLC	74/674,049	2,181,672	8/18/98
THE JOINT LAS VEGAS & Design 	U.S.	JC Hospitality LLC	77/549,679	4,206,187	9/11/12
VINYL	U.S.	JC Hospitality LLC	86/473,371	5,098,150	12/13/16
VINYL	U.S.	JC Hospitality LLC	86/473,372	4,897,330	2/9/16
VINYL	U.S.	JC Hospitality LLC	86/473,373	5,043,579	9/20/16
VINYL LAS VEGAS & Design 	U.S.	JC Hospitality LLC	86/473,374	4,891,535	1/26/16

MARK	JURISDICTION	RECORD OWNER	APP. NO.	REG. NO.	REG. DATE
VINYL LAS VEGAS & Design 	U.S.	JC Hospitality LLC	86/473,375	4,897,331	2/9/16
VINYL LAS VEGAS & Design 	U.S.	JC Hospitality LLC	86/473,376	5,043,580	9/20/16

TRADEMARKS AND DESIGN MARKS NOT REGISTERED

- BACKSTAGE PASS, GENERAL ADMISSION, ENTOURAGE and PLATINUM ACCESS design marks

BACKSTAGE PASS REWARDS CLUB



COATED PANTONE				
	Pantone 103.1B Coat C	Pantone 212.5B Coat C	White	
4 COLOR PROCESS				
	C 80 M 60 Y 50 K 20	C 20 M 97 K 30	C 10 M 10 Y 10 K 80	
UNCOATED PANTONE				
	Pantone Process Black U	Pantone 226.1	White	
RGB ON SCREEN / DIGITAL				
	R 45 G 43 B 42	R 80 G 50 B 0.0	R 255 G 255 B 255	

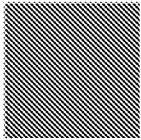
- FUEL (Word Mark)
- FUEL design marks

FUEL

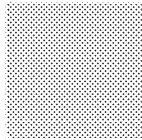
FUEL
CAFE

FUEL
EXPRESS

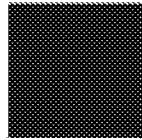
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K=0

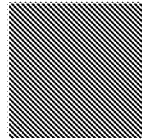


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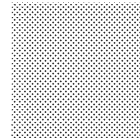


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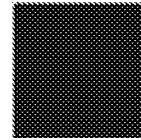
PMS COLORS



PMS
1795C

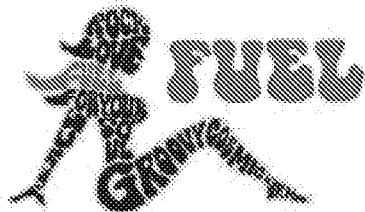
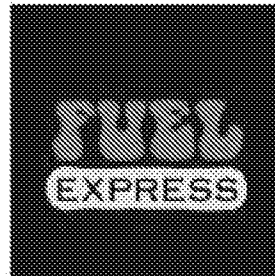
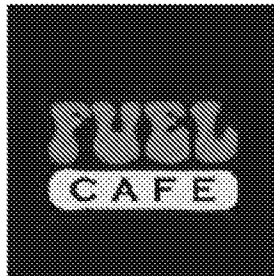
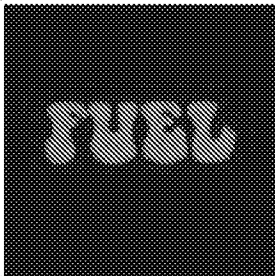


PMS
116C

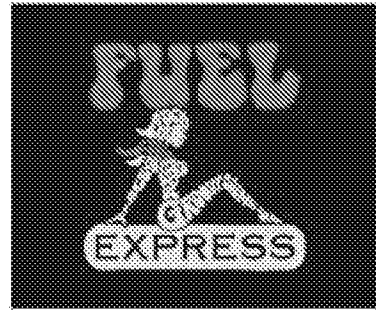


PMS
BLACK C

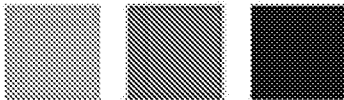
REVERSES



REVERSES / 2-COLOR ONLY



PROCESS COLORS



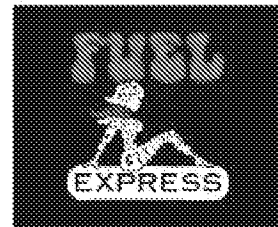
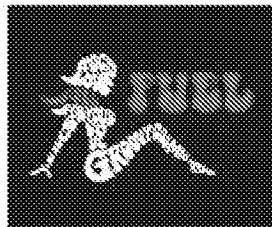
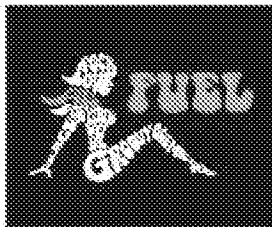
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M=0	M=0	M=0
Y=97	Y=100	Y=0
K=0	K=0	K=100

PMS COLORS



PMS 368C	PMS 226C	PMS BLACK C
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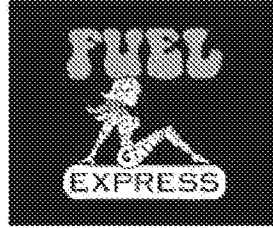
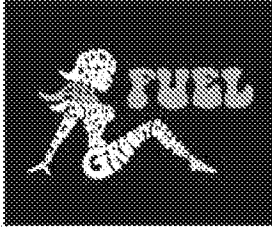
REVERSES



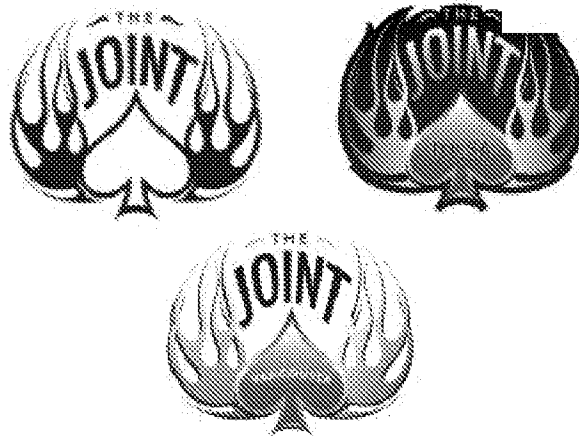
1 COLOR USAGE



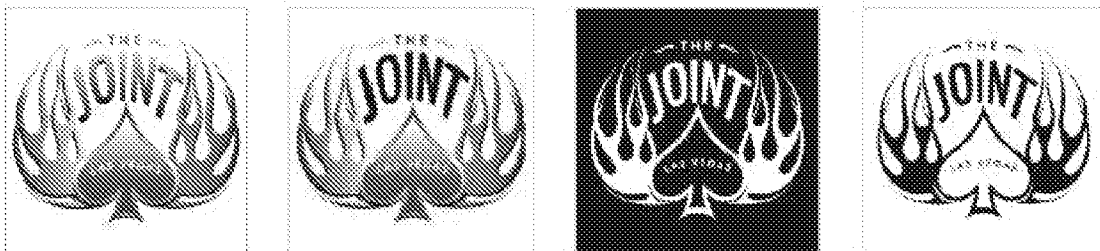
REVERSES



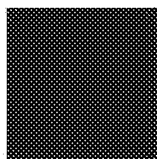
- The Joint designs



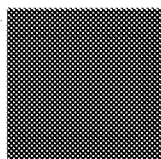
- The Joint Colors



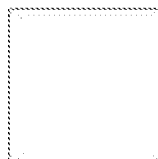
COATED PANTONE



Pantone
161-1-6
Goe C



Pantone
51-3-6
C



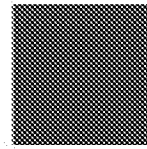
White

- FU (Word Mark)
- FU design marks



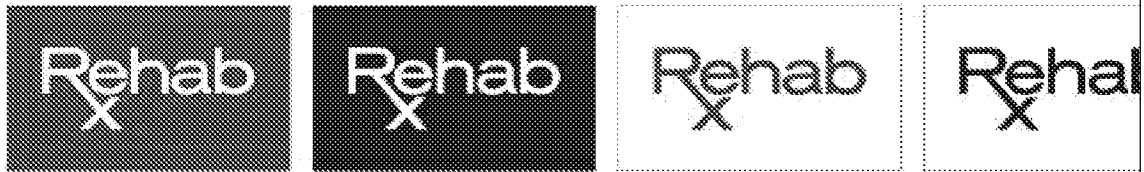
Rehab

COATED PANTONE

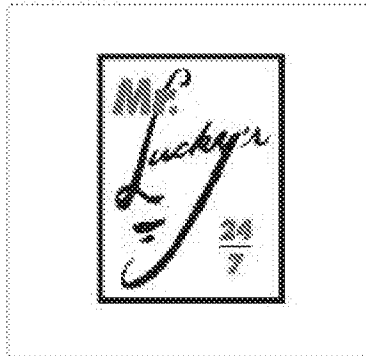


Pantone
83-1-5
Goe C

White



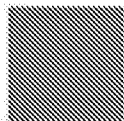
STANDARD LOGO



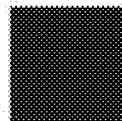
STANDARD LOGO2 REVERSE



PROCESS COLORS

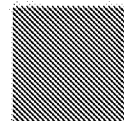


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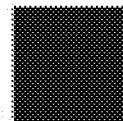


C=0
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Y=0
K=100

PMS COLORS



PMS
032C



PMS
607C

PMS
BLACK C

