

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF SUCCESSION OF AGENCY REEL/FRAME 6372/0421		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		05/22/2020	National Banking Association:
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5112271	CLUB CIRQUE	
Registration Number:	5247101	LUZIA	
Registration Number:	5307172	CIRQUE DU SOLEIL LUZIA	
Registration Number:	5092296	CIRQUE DU SOLEIL PARAMOUR	
CORRESPONDENCE DATA			
Fax Number:	2128366590		
<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:	2128367793		
Email:	Stivens.Ovalle@arnoldporter.com		
Correspondent Name:	Stivens Ovalle c/o Arnold & Porter		
Address Line 1:	250 West 55th Street		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Stivens Ovalle		
SIGNATURE:	/s/ Stivens Ovalle		
DATE SIGNED:	06/03/2020		
Total Attachments: 4			
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OP \$115.00 5112271

**NOTICE OF SUCCESSION OF AGENCY
REEL/FRAME 6372/0421**

This NOTICE OF SUCCESSION OF AGENCY (this “Notice”), dated as of May 22, 2020 (the “Effective Date”), is executed by Bank of America, N.A., in its capacity as Administrative Agent and Collateral Agent under the Credit Agreement (as defined below) (the “Prior Agent”), and Wilmington Trust, National Association, in its capacity as Administrative Agent and Collateral Agent pursuant to the Agency Replacement Agreement (as defined below) (the “Successor Agent”).

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of July 8, 2015 (as amended, supplemented, amended and restated or otherwise modified prior to the date hereof, the “Credit Agreement”), by and among CDS U.S. Intermediate Holdings, Inc. (the “U.S. Borrower”), Cirque du Soleil Canada Inc. (the “Canadian Borrower” and, together with the U.S. Borrower, the “Borrowers”), the Prior Agent and certain other parties thereto, the Prior Agent and certain grantor parties identified on the signature page thereto (the “Grantors”) entered into that certain Second Lien Pledge and Security Agreement, dated as of July 8, 2015 (as amended, supplemented, amended and restated or otherwise modified prior to the date hereof, the “Security Agreement”), and the Second Lien Trademark Security Agreement, dated as of July 3, 2018 (the “Trademark Security Agreement”), pursuant to which the Grantors granted a security interest in and to certain collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 5, 2018 at Reel/Frame 6372/0421, with respect to the trademarks identified on Schedule A attached hereto; and

WHEREAS, the Prior Agent, the Successor Agent, the Borrowers and certain other parties have entered into that certain Agency Resignation, Appointment, Assignment and Assumption Agreement, dated as of May 22, 2020 (the “Agency Replacement Agreement”), whereby the Prior Agent resigned as Administrative Agent and Collateral Agent and is succeeded to and replaced by the Successor Agent as Administrative Agent and Collateral Agent.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Agency Replacement Agreement.

2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Agency Replacement Agreement, the Prior Agent has ceased to be Administrative Agent and Collateral Agent under such capacity and is succeeded to and replaced by the Successor Agent as Administrative Agent and Collateral Agent under such capacity. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Prior Agent under the Trademark Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent.

[Remainder of Page Intentionally Blank.]

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective Date:

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

By: 

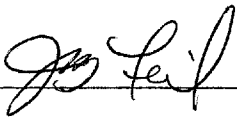
Name: Cindy Jordan

Title: AVP

[Signature Page to Notice of Succession of Trademark (Holdings)]

TRADEMARK
REEL: 006951 FRAME: 0928

WILMINGTON TRUST,
NATIONAL ASSOCIATION,
as the Successor Agent

By: 
Name: _____
Title: **Joseph B. Feil**
Vice President

Schedule A

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Cirque Du Soleil Holding USA, Inc.	CIRQUE CLUB	5112271
Cirque Du Soleil Holding USA, Inc.	LUZIA	5247101
Cirque Du Soleil Holding USA, Inc.	CIRQUE DU SOLEIL LUZIA	5307172
Cirque Du Soleil Holding USA, Inc.	CIRQUE DU SOLEIL PARAMOUR	5092296