

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leisure Systems, Inc.		12/11/2020	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	First Financial Bank		
Street Address:	255 East Fifth Street		
Internal Address:	Suite 800		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Chartered Bank: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3065932	PARTNER WITH A LEGEND	
Registration Number:	1847045	WHERE YOU CAMP WITH FRIENDS	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	mjhoran@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 - IPLAW@VORYS		
Address Line 2:	ATTN: Laura T. Geyer		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	059684-270		
NAME OF SUBMITTER:	Miranda Horan		
SIGNATURE:	/MirandaHoran/		
DATE SIGNED:	12/22/2020		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 11, 2020 (the "Effective Date"), is entered into by and between LEISURE SYSTEMS, INC., a Wisconsin corporation ("Debtor"), whose principal place of business and mailing address is 6201 Kellogg Avenue, Cincinnati, Ohio 45230, and FIRST FINANCIAL BANK, an Ohio state chartered bank ("Secured Party"), located at 255 East Fifth Street, Suite 800, Cincinnati, Ohio 45202, and is as follows:

1. **GRANT OF SECURITY INTEREST; OBLIGATIONS.** Debtor hereby grants to Secured Party a continuing security interest in and to, and Lien on, and hereby collaterally assigns to Secured Party as collateral, all of the "Trademark Collateral", as defined in Section 2 of this Agreement. The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Loan Agreement dated of even date herewith by and among Secured Party, Debtor and Coney Island, Inc., an Ohio corporation ("Coney Island", and, together with Debtor, each a "Borrower" and, collectively, "Borrowers") (as may be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the "Loan Agreement").

2. **TRADEMARK COLLATERAL.** The collateral in which a security interest and Lien is hereby granted comprises collectively (all of the following being, collectively, the "Trademark Collateral"): (a) all of Debtor's right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent-to-Use Applications (as defined below) for so long as, in the manner, and to the extent, expressly provided below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a "Trademark," and, collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to the Trademarks, including the Trademark Licenses (as defined in Section 4 (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "Trademark License Rights")); (g) the goodwill of Debtor's business connected with the use of, and symbolized by, any of the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, but subject to the proviso below, nothing in this Agreement is, or is intended or may be construed to be, a collateral assignment of, or grant of Lien on, any United States intent-to-use trademark applications ("Intent-to-Use Applications") to the extent that, and solely during the period in which, the grant of a Lien thereon would impair the validity or enforceability of such Intent-to-Use Applications under applicable federal Law; provided, that, with respect to any Intent-to-Use Application in which Debtor has any right, title or interest, upon the earlier of (i) the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) and (ii) the filing a statement of use with the United States Patent and Trademark Office pursuant to 15 USC §1051(c-d), each such Intent-to-Use Application and the resulting registration shall automatically be considered and become a part of the Trademark Collateral.

3. **DEFINITIONS.** Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Uniform Commercial Code will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Uniform Commercial Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. **LICENSES.** Except for non-exclusive licenses granted by Debtor in the ordinary course of business consistent with past custom and practice and reasonable expansions of the foregoing, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Secured Party, which consent will not be unreasonably withheld, conditioned, or delayed by Secured Party so long as no Event of Default has occurred and is continuing (in which case Secured Party may withhold its consent in its sole discretion), and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement.

5. REPRESENTATIONS AND WARRANTIES. Debtor hereby represents and warrants to Secured Party that the following statements are as of the date hereof and as of the date that each representation and warranty set forth in the Loan Agreement is required to be made or remade pursuant thereto, true:

(a) (i) Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the sole legal and beneficial owner of the entire right, title and interest in and to the Trademark Collateral other than Permitted Liens; and (ii) Debtor has full right to grant a security interest in the Trademark Collateral hereby granted, free and clear of any Lien (other than Permitted Liens), option or license (other than any license expressly permitted by this Agreement);

(b) set forth on Schedule I is a complete and accurate list of all Trademarks owned by Debtor or in which Debtor has any rights;

(c) each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to Debtor's knowledge, each Trademark is enforceable and each application for registration of any Trademark is valid or registrable, and enforceable. There have been no prior uses of any item of the Trademark Collateral of which Debtor is aware which would reasonably be expected to lead to such item becoming invalid or unenforceable, including to Debtor's knowledge prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) as of the date of this Agreement, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as expressly permitted under Section 4;

(e) where appropriate, reasonable and proper statutory notice has been used in connection with the use of each registered Trademark;

(f) to Debtor's knowledge, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to Debtor's knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(g) except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required for the: (i) grant by Debtor of the Liens granted hereby, (ii) execution, delivery or performance of this Agreement by Debtor or (iii) perfection of or the exercise by Secured Party of its rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS. Until the Payment in Full of the Obligations:

(a) Debtor will furnish to Secured Party upon Secured Party's request, a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of collateral assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral;

(b) should Debtor obtain an ownership interest in any Trademarks (whether any such registered Trademarks or applications for Trademarks are registered domestically or in any other country or any political subdivision of that country), which are not now identified in Schedule I, (i) Debtor will give prompt written notice to Secured Party, (ii) the provisions of Section 2 shall automatically apply to the Trademarks (exclusive of any Intent-to-Use Applications in the manner, and to the extent, set forth in Section 2) acquired or obtained, and (iii) each of such Trademarks (exclusive of any Intent-to-Use Applications in the manner, and to the extent, set forth in Section 2), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Upon any such notice by Debtor to Secured Party, Schedule I will be automatically amended to include any Trademarks which shall become part of the Trademark Collateral under this Section 6(b);

(c) to the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and

Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings, or the foreign equivalent thereof. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Unless Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor shall not (i) abandon any registration of or any item of Trademark Collateral, (ii) abandon any right to file an application for Trademark registration, or (iii) abandon any pending application, registration, or Trademark, unless, in each such case, the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not necessary in the conduct of Debtor's business;

(d) Debtor will notify Secured Party immediately in writing (i) of any information which Debtor has received, or reasonably expects to receive, which might in any way materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto and (ii) when Debtor learns (A) that any item of the Trademark Collateral may become abandoned or dedicated; (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country)) regarding any item of the Trademark Collateral; or (C) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights;

(e) Debtor will promptly notify Secured Party, should Debtor become aware that any item of the Trademark Collateral necessary to its business is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) except as expressly permitted by this Agreement or as expressly permitted by the Loan Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for Permitted Liens; or (iii) take any other action in connection with any of the items of Trademark Collateral that would reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, where appropriate, reasonable and proper statutory notice in connection with its use of each Trademark in its business, except where the failure to do so would not reasonably be expected to impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark; and

(h) Debtor will pay all expenses and reasonable Attorneys' Fees incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Collateral.

7. **POWER OF ATTORNEY.** Debtor hereby (a) makes, constitutes and appoints Secured Party its true and lawful attorney in fact to: (i) execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral, (ii) record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), (iii) execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, and (iv) upon the occurrence and during the continuance of an Event of Default: (A) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (B) to assign of record in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), and/or (C) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral, and (b) specifically irrevocably authorizes Secured Party as its true and lawful attorney in fact to act in accordance with the above. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

8. DEFAULT.

(a) If an Event of Default occurs and is continuing, then, in any such event, Secured Party may without further notice to Debtor except as expressly provided in the Loan Agreement, at Secured Party's option, declare all Notes and any or all of the other Obligations to become immediately due and payable in the aggregate amount thereof. If an Event of Default occurs and is continuing, Secured Party may resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including, without limitation, (i) causing the assignment of record in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person, and otherwise exercising any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral (and Secured Party is also hereby granted a non-exclusive, royalty-free license to use the Trademark Collateral in completing production of, advertising for sale, and selling any Collateral); and (iv) selling the Trademark Collateral at a public or private sale, and Debtor will be credited with the net proceeds of such sale, after Payment in Full of the Obligations, only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of an Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will supply to Secured Party or its designee Debtor's (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, as applicable, and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Moreover, if an Event of Default occurs and is continuing, then Secured Party may, at Secured Party's option and without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to: (I) manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral, (II) continue the operation of the business of Debtor, and/or (III) collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Secured Party shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS.

(a) All rights of Secured Party shall inure to the benefit of its successors and assigns and all obligations of Debtor shall bind its successors and permitted assigns; provided, that, that Debtor may not assign or otherwise transfer any of its rights or obligations hereunder or any under other Loan Document to which it is a party or otherwise bound except in accordance with the Loan Agreement.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made

contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) This Agreement is delivered in, is intended to be performed in, will be construed and enforceable in accordance with and governed by the internal Laws of, the State of Ohio, without regard to principles of conflicts of Law that would apply the Law of any State other than the State of Ohio. Debtor and Secured Party agree that the state and federal courts in Hamilton County, Ohio or any other court in which Secured Party initiates proceedings shall have exclusive jurisdiction over all matters arising out of this Agreement and the other Loan Documents, WITHOUT LIMITATION ON THE ABILITY OF SECURED PARTY, AND ITS SUCCESSORS AND ASSIGNS, TO INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO THE REPAYMENT AND COLLECTION OF ANY OF THE OBLIGATIONS AND THE EXERCISE OF ALL OF SECURED PARTY'S RIGHTS AGAINST DEBTOR WITH RESPECT THERETO AND ANY SECURITY OR PROPERTY OF DEBTOR, INCLUDING DISPOSITIONS OF THE TRADEMARK COLLATERAL AND THAT SERVICE OF PROCESS IN ANY SUCH PROCEEDING SHALL BE EFFECTIVE IF MAILED TO DEBTOR AT THE ADDRESS SET FORTH IN SECTION 7.5 OF THE LOAN AGREEMENT.

(d) Any provision herein which may prove limited or unenforceable under any law or judicial ruling shall not affect the validity or enforceability of the remainder of this Agreement. All warranties, representations and covenants made by Debtor in this Agreement shall be considered to have been relied upon by Secured Party and shall survive regardless of any investigation made by Secured Party or on its behalf. Except as otherwise expressly provided in this Agreement, all covenants made by Debtor under this Agreement shall be deemed continuing covenants until Payment in Full of the Obligations.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) a copy of this Agreement and any amendments hereto or any document which may be required by the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country). Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file and/or record in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) Secured Party shall have no duty of care with respect to the Trademark Collateral except that Secured Party shall exercise reasonable care with respect to the Trademark Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Secured Party accords its own property or (ii) Secured Party takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. Secured Party will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Secured Party failed to comply with any request of Debtor or (B) Secured Party failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of,

or Secured Party's Lien on, the "Collateral" as defined in the Borrower Security Agreement or Secured Party's rights or remedies respecting the "Collateral." Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Borrower Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

(h) DEBTOR AND SECURED PARTY HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(j) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Secured Party; therefore, Debtor agrees that Secured Party, if Secured Party so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(k) This Agreement will automatically terminate ("Termination") upon the Payment in Full of the Obligations. Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Secured Party, and Secured Party will, upon Debtor's request and at Debtor's expense, execute and deliver to Debtor proper documentation acknowledging such release and will deliver UCC termination statements with respect to its Liens on the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

FIRST FINANCIAL BANK

By: Jacob A. Holbrook
Jacob Holbrook, Northern Kentucky Market President

LEISURE SYSTEMS, INC.

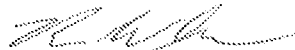
By: _____
Ronald F. Walker, CEO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

FIRST FINANCIAL BANK

By: _____
Jacob Holbrook, Northern Kentucky Market President

LEISURE SYSTEMS, INC.

By:  _____
Ronald F. Walker, CEO

SCHEDULE I
TRADEMARKS

Registered/Pending Trademarks

Ref	Mark	Serial Number	Filing Date	Reg. Number	Reg. Date	Liens / Sec. Interest
1.	PARTNER WITH A LEGEND	78590746	18-Mar-2005	3065932	07-Mar-2006	N/A
2.	WHERE YOU CAMP WITH FRIENDS	74413307	19-Jul-1993	1847045	26-Jul-1994	N/A