

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PBLH, LLC		06/09/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Column Financial, Inc.		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6164555	PALMETTO BLUFF	
Registration Number:	5803474	PALMETTO BLUFF	
Registration Number:	2737563	PALMETTO BLUFF	
Registration Number:	6164556		
Registration Number:	5803475		
Registration Number:	4410833	MUSIC TO YOUR MOUTH	
CORRESPONDENCE DATA			
Fax Number:	2125046666		
<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:	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:	42018.129		
NAME OF SUBMITTER:	Jennifer A. Chick		
SIGNATURE:	/Jennifer A. Chick/		
DATE SIGNED:	06/11/2021		

CH \$165.00 6164555

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 9, 2021 (this "Agreement"), is made by PBLH, LLC, a Delaware limited liability company (the "Grantor"), in favor of COLUMN FINANCIAL, INC., a Delaware corporation, as Agent for the benefit of Lender (as defined below) (together with its successor(s) thereto in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, Agent and Column Financial, Inc., a Delaware corporation (together with its successors and permitted assigns, "Initial Lender"), and the other lenders party thereto from time to time (together with Initial Lender and their respective successors and/or permitted assigns, individually and/or collectively, as the context may require, "Lender"), Lender has made a loan to the Grantor in the original principal amount of [REDACTED] (the "Loan");

WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Instrument");

WHEREAS, Lender is unwilling to make the Loan unless Grantor executes and delivers this Agreement which grants Agent, on behalf of Lender, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Instrument.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the ratable benefit of Lender, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (collectively, the "Trademark Collateral");

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade dress, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated with any of the foregoing, now

existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-law rights relating to the each of the foregoing, and (ii) the right to obtain all reissues, extensions, continuations or renewals of any of the foregoing (each a “Trademark” and collectively the “Trademarks”), including those Trademarks listed in Schedule I attached hereto and incorporated herein;

(b) all Trademark licenses and other agreements for the grant by or to Grantor of any right to use any Trademark (each a “Trademark License”);

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral described in clause (a) and, to the extent applicable, clause (b);

(d) any claim by Grantor against third parties for past, present or future infringements or dilution of the Trademark Collateral described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any such Trademark License; and

(e) all products and proceeds of, and rights associated with, any of the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

SECTION 3. Security Instrument. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent under the Security Instrument. The Security Instrument (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Instrument, the provisions of the Security Instrument shall control.

SECTION 4. Waiver, Etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to the Obligations, this Agreement and the Security Instrument and any requirement that Agent protect, secure, perfect or insure any lien, or any property subject thereto, or exhaust any right or take any action against Grantor or any other Person or entity or any Property securing the Obligations, as the case may be.

SECTION 5. Release of Liens; Termination of Agreement. Upon the full payment and satisfaction of the Debt, the security interests granted herein shall automatically terminate with respect to all Trademark Collateral, without delivery of any instrument or performance of any act by any party. Upon the full payment and satisfaction of the Debt, Agent will, at Grantor’s sole expense, deliver to Grantor, without any representations, warranties or

recourse of any kind whatsoever, all Trademark Collateral held by Agent hereunder, and execute and deliver to the Grantor such documents as Grantor shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Instrument, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. In the event that any provision of this Agreement is deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall control.

SECTION 8. Governing Law, Entire Agreement, Etc. THIS SECURITY INSTRUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 9. No Oral Change. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Grantor, Agent or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

SECTION 10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrower, Agent and Lender and their respective successors and assigns forever.

SECTION 11. Headings, etc. The headings and captions of various Sections of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

SECTION 12. Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

SECTION 13. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 14. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein 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).

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Grantor and Agent have executed this Agreement under seal as of the date appearing on the first page of this Agreement.

GRANTOR:

PBLH, LLC, a Delaware limited liability company

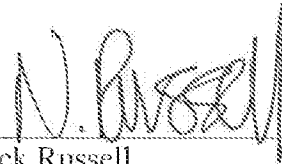
By: HP-SSP PB HOLDINGS, LP, its manager

By: HP PB General Partner LLC, its general partner

By: _____

Name: Nick Russell

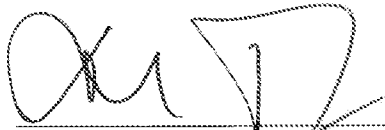
Title: Secretary and Treasurer

A handwritten signature in black ink, appearing to read "N. Russell", is written over a horizontal line. The signature is stylized and somewhat cursive.

[Signatures continue on following page.]



AGENT:

COLUMN FINANCIAL, INC., a Delaware
corporation

By: 
Name: David Trusty
Title: Authorized Signatory

Schedule I
to Trademark Security Agreement

Trademarks

Trademark	Country	Registration Number	Registration Date
PALMETTO BLUFF (Standard Character Mark)	USA	87945163 / 6164555	September 29, 2020
PALMETTO BLUFF (Standard Character Mark)	USA	87945361 / 5803474	July 16, 2019
PALMETTO BLUFF (Typed Drawing)	USA	76123497 / 2737563	July 15, 2003
Dual Tree Design (as set forth below)	USA	87945224 / 6164556	September 29, 2020
			
	USA	87945400 / 5803475	July 16, 2019
Inn at Palmetto Bluff	USA	N/A	N/A
May River House	USA	N/A	N/A
River House Restaurant	USA	N/A	N/A
<palmettobluff.com>	USA	N/A	April 11, 2021
MUSIC TO YOUR	USA	4410833	October 1, 2013

MOUTH			
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