

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESCAPOLOGY LLC		07/27/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	PENINSULA FUND VII LIMITED PARTNERSHIP		
Street Address:	C/O PENINSULA CAPITAL PARTNERS L.L.C.		
Internal Address:	500 WOODWARD AVENUE, SUITE 2800		
City:	DETROIT		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4861868	ESCAPOLOGY	
Registration Number:	5125661	ESCAPOLOGY	
Registration Number:	5125663	ESCAPOLOGY	
CORRESPONDENCE DATA			
Fax Number:	6173424001		
<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:	6173424000		
Email:	IPDocketing@foley.com, bcorbin@foley.com		
Correspondent Name:	FOLEY & LARDNER LLP		
Address Line 1:	3000 K STREET N.W., SUITE 600		
Address Line 4:	WASHINGTON, D.C. 20007		
ATTORNEY DOCKET NUMBER:	109040-0153		
NAME OF SUBMITTER:	BOBBIE-JEAN CORBIN		
SIGNATURE:	/bobbie-jean corbin/		
DATE SIGNED:	01/10/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”) is entered into as of July 27, 2021 by and between ESCAPOLOGY LLC, a Florida limited liability company (“Grantor”), and PENINSULA FUND VII LIMITED PARTNERSHIP, a Delaware limited partnership (“Secured Party”).

RECITALS

A. Escape Holdco, Inc., a Delaware corporation and Grantor’s direct or indirect parent (the “Issuer”), has entered into that certain Note Purchase Agreement dated as of July 27, 2021 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Note Agreement”) between the Issuer and Secured Party, pursuant to which Secured Party has agreed to extend certain financial accommodations to the Issuer in the amounts and manner set forth in the Note Agreement.

B. Grantor has (i) guaranteed the obligations of the Issuer under the Note Agreement pursuant to a Guaranty Agreement dated as of July 27, 2021 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Guaranty”) among the Grantor, the other guarantors party thereto, and Secured Party, and (ii) granted to Secured Party a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under certain collateral, including the Intellectual Property Collateral (as defined below) pursuant to a Security Agreement dated as of July 27, 2021 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”) among the Grantor, the Issuer, the other guarantors party thereto, and Secured Party

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance of all of the Guaranteed Obligations (as defined in the Guaranty), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the payment and performance of all of the Guaranteed Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property, including but not limited to the following (all of which shall collectively be called the “**Intellectual Property Collateral**”):

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

7. All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

8. All amendments, extensions, renewals and extensions of any of the Copyrights, Patents or Trademarks; and

9. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary contained herein, the security interests granted under this Agreement shall not extend to any intent-to use (or similar) Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar filing with respect thereto (only to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to use Trademark application under applicable law).

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Note Agreement, the Security Agreement, and the Guaranty, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Note Agreement, the Security Agreement, or the Guaranty, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Note Agreement, the Security Agreement, and the Guaranty, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

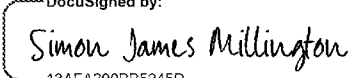
[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized representatives as of the date first written above.

GRANTOR:

Address of Grantor:
c/o Peninsula Capital Partners, LLC
500 Woodward Avenue, Suite 2800
Detroit, MI 48226
Attn: Christopher Gessner

ESCAPOLOGY LLC

DocuSigned by:

By: _____
Name: Simon Millington
Title: Secretary

SECURED PARTY:

Address of Secured Party:
c/o Peninsula Capital Partners L.L.C.
500 Woodward Avenue, Suite 2800
Detroit, MI 48226
Attn: Scott A. Reilly

THE PENINSULA FUND VII LIMITED
PARTNERSHIP

By: Peninsula Fund VII Management
L.L.C.
Its: General Partner

By: Peninsula Capital Partners L.L.C.
Its: Manager

By: _____
Name: Scott A. Reilly
Title: President and Chief Investment Officer

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Name: Simon Millington
Title: Secretary

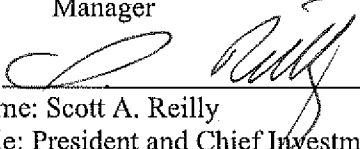
SECURED PARTY:

Address of Secured Party:
c/o Peninsula Capital Partners L.L.C.
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Detroit, MI 48226
Attn: Scott A. Reilly

THE PENINSULA FUND VII LIMITED
PARTNERSHIP

By: Peninsula Fund VII Management
L.L.C.
Its: General Partner

By: Peninsula Capital Partners L.L.C.
Its: Manager

By:  _____
Name: Scott A. Reilly
Title: President and Chief Investment Officer

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

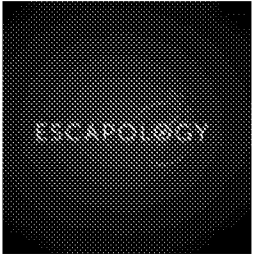
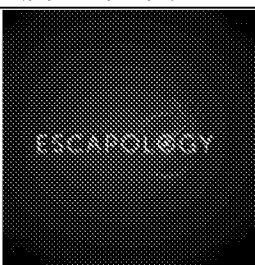
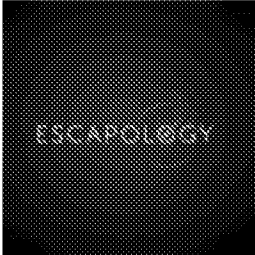
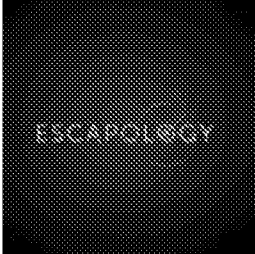
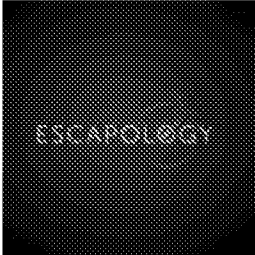
None.

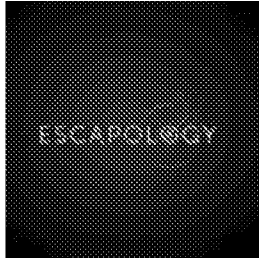
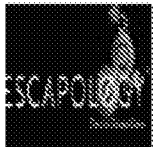
EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Status
 ESCAPOLOGY	U.S.	86352314 07/30/2014	4861868 12/01/2015	Registered; Section 8 and 15 Declaration of Continuous Use due 12/01/2021
 ESCAPOLOGY	Europe	013031729 06/26/2014	013031729 04/21/2015	Registered; Renewal due 06/26/2024
 ESCAPOLOGY	India	2970042 05/23/2015		Pending
 ESCAPOLOGY	Thailand	942752 06/25/2014	201111545 05/20/2020	Registered; Renewal due 06/24/2024
 ESCAPOLOGY	Thailand	942753 06/25/2014		Pending

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Status
	Thailand	942754 06/25/2014	171116145 05/23/2017	Registered; Renewal due 06/24/2024
ESCAPOLOGY	U.S.	86857661 12/22/2015	5125661 01/17/2017	Registered; Section 8 and 15 Declaration of Continuous Use due 01/17/2023
ESCAPOLOGY	WO	A0055587 12/30/2015	1287614 12/30/2015	Registered; Renewal due 12/30/2025 Statement of Grant Received in Australia
ESCAPOLOGY	Canada	1761069	TMA 1007798 12/30/2018	Registered; Renewal due 10/30/2033
ESCAPOLOGY	United Arab Emirates	279883 09/19/2017	279883 04/16/2018	Registered; Renewal due 09/19/2027
ESCAPOLOGY	U.S.	86857666 12/22/2015	5125663 01/17/2017	Registered; Section 8 and 15 Declaration of Continuous Use due 01/17/2023
ESCAPOLOGY	Ecuador	2016-18175 05/04/2016	SENADI-2020- TI-22221 03/06/2020	Registered; Renewal due 09/19/2027
	Ecuador	EPI-2016- 6144 02/18/2016	EPI-2016-6144	Pending