

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739315

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hard Rock Cafe International (USA), Inc.		03/31/2022	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	222 Broadway, 14th Floor, Mail Code: NY3-222-14-03
City:	New York
State/Country:	NEW YORK
Postal Code:	10038
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	6325569	HARD ROCK ONLINE SPORTSBOOK
Registration Number:	6502585	HARD ROCK SOCIAL CASINO
Registration Number:	6325575	HARD ROCK SPORTSBOOK
Registration Number:	6342915	RT60
Registration Number:	6380994	RT60
Registration Number:	6672207	SANDPIPER
Registration Number:	6531396	UNLEASHED
Registration Number:	6310516	VELVET
Serial Number:	90880515	SANDPIPER COASTAL BAR & GRILL
Serial Number:	90682548	SESSIONS
Serial Number:	90617240	UUU

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

OP \$290.00 6325569

ATTORNEY DOCKET NUMBER:	042541-0074
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	07/06/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 31, 2022, by Hard Rock Cafe International (USA), Inc. (the “Pledgor”), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated January 4, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, agreements and provisions contained herein, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral (except to the extent constituting Excluded Property) of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks listed on Schedule I attached hereto made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements) and termination of the Security Agreement, this Trademark Security Agreement shall automatically terminate, the Lien created hereunder shall be automatically released and the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form evidencing

the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HARD ROCK CAFE INTERNATIONAL
(USA), INC.

By: 

Name: John Eder

Title: Executive Vice President, Chief
Financial Officer, Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007772 FRAME: 0186

Accepted and Agreed:

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

By: 
Name: **Jonathan Tristan**
Title: **Vice President**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007772 FRAME: 0187

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks

MARK	JURISDICTION	RECORD OWNER	APP. NO.	REG. NO.	REG. DATE
HARD ROCK ONLINE SPORTSBOOK	U.S.	Hard Rock Cafe International (USA), Inc.	88/980,870	6,325,569	4/20/21
HARD ROCK SOCIAL CASINO & Design	U.S.	Hard Rock Cafe International (USA), Inc.	87/843,884	6,502,585	9/28/21
HARD ROCK SPORTSBOOK & Design	U.S.	Hard Rock Cafe International (USA), Inc.	88/981,027	6,325,575	4/20/21
RT60	U.S.	Hard Rock Cafe International (USA), Inc.	88/800,954	6,342,915	5/4/21
RT60 & Design	U.S.	Hard Rock Cafe International (USA), Inc.	88/466,236	6,380,994	6/8/21
SANDPIPER & Design	U.S.	Hard Rock Cafe International (USA), Inc.	90/880,546	6,672,207	3/15/22
UNLEASHED	U.S.	Hard Rock Cafe International (USA), Inc.	88/638,530	6,531,396	10/19/21
VELVET & Design	U.S.	Hard Rock Cafe International (USA), Inc.	88/832,472	6,310,516	3/30/21

Trademark Applications

MARK	JURISDICTION	RECORD OWNER	APP. NO.	APP. DATE
HARD ROCK	U.S.	Hard Rock Cafe International (USA), Inc.	97/270,234	2/16/22
HARD ROCK CASINO	U.S.	Hard Rock Cafe International (USA), Inc.	97/020,650	9/10/21
HARD ROCK CASINO & Design	U.S.	Hard Rock Cafe International (USA), Inc.	97/053,155	9/30/21
HARD ROCK POKER	U.S.	Hard Rock Cafe International (USA), Inc.	97/020,657	9/10/21
HARD ROCK POKER & Design	U.S.	Hard Rock Cafe International (USA), Inc.	97/053,159	9/30/21
HARD ROCK SPORTS	U.S.	Hard Rock Cafe International (USA), Inc.	97/020,645	9/10/21
HARD ROCK SPORTS & Design	U.S.	Hard Rock Cafe International (USA), Inc.	97/053,146	9/30/21
HARD ROCK SPORTSBOOK	U.S.	Hard Rock Cafe International (USA), Inc.	97/020,667	9/10/21
HARD ROCK SPORTSBOOK & Design	U.S.	Hard Rock Cafe International (USA), Inc.	97/053,167	9/30/21
HARD ROCK SPORTSBOOK & Design	U.S.	Hard Rock Cafe International (USA), Inc.	97/089,067	10/22/21
HARD ROCK SPORTSBOOK YOU CAN BET ON IT	U.S.	Hard Rock Cafe International (USA), Inc.	97/114,757	11/8/21
HARD ROCK SPORTSBOOK YOU CAN BET ON IT & Design	U.S.	Hard Rock Cafe International (USA), Inc.	97/116,656	11/9/21
HARD ROCK SPORTSBOOK YOU CAN BET ON IT & Design	U.S.	Hard Rock Cafe International (USA), Inc.	97/116,671	11/9/21
HARD ROCK SPORTSBOOK YOU CAN BET ON IT & Design	U.S.	Hard Rock Cafe International (USA), Inc.	97/116,682	11/9/21
HARD ROCK SPORTSBOOK YOU CAN BET ON IT & Design	U.S.	Hard Rock Cafe International (USA), Inc.	97/116,691	11/9/21
LIVE GREATNESS	U.S.	Hard Rock Cafe International (USA), Inc.	90/710,595	5/13/21
PRICKLY LOVE	U.S.	Hard Rock Cafe International (USA), Inc.	90/875,854	8/10/21
RKON BY HARD ROCK	U.S.	Hard Rock Cafe International (USA), Inc.	97/200,871	1/3/22
RKON BY HARD ROCK & Design	U.S.	Hard Rock Cafe International (USA), Inc.	97/200,865	1/3/22
SANDPIPER COASTAL BAR & GRILL	U.S.	Hard Rock Cafe International (USA), Inc.	90/880,515	8/12/21

MARK	JURISDICTION	RECORD OWNER	APP. NO.	APP. DATE
SESSIONS	U.S.	Hard Rock Cafe International (USA), Inc.	90/682,548	4/29/21
THE ELEPHANT AND THE BUTTERFLY	U.S.	Hard Rock Cafe International (USA), Inc.	90/875,833	8/10/21
THE ELEPHANT AND THE BUTTERFLY & Design	U.S.	Hard Rock Cafe International (USA), Inc.	90/875,997	8/10/21
THE GARAGE BY HARD ROCK & Design	U.S.	Hard Rock Cafe International (USA), Inc.	97/020,548	9/9/21
UNITY & Design	U.S.	Hard Rock Cafe International (USA), Inc.	90/617,240	4/1/21
YOU CAN BET ON IT	U.S.	Hard Rock Cafe International (USA), Inc.	97/114,829	11/8/21