

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DVP JV HOLDINGS, LLC		12/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	550 South Tryon Street, 14th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202-4200		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5659017	DAVENPORT	
Registration Number:	5539015	DH	
Registration Number:	4781229	DAVENPORT HOME	
Registration Number:	4776908	DAVENPORT HOTEL	
Registration Number:	4776994	DAVENPORT SPA	
Registration Number:	4776993	DAVENPORT FLOWERS	
Registration Number:	4245210	DAVENPORT SPA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1785556 TM A		
NAME OF SUBMITTER:	Janet S. Wamsley		

OP \$190.00 5659017

SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	09/14/2022
Total Attachments: 7 source=A - TM (7) DVP JV HOLDINGS, LLC TM#page2.tif source=A - TM (7) DVP JV HOLDINGS, LLC TM#page3.tif source=A - TM (7) DVP JV HOLDINGS, LLC TM#page4.tif source=A - TM (7) DVP JV HOLDINGS, LLC TM#page5.tif source=A - TM (7) DVP JV HOLDINGS, LLC TM#page6.tif source=A - TM (7) DVP JV HOLDINGS, LLC TM#page7.tif source=A - TM (7) DVP JV HOLDINGS, LLC TM#page8.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of December 15, 2021, is entered into by DVP JV HOLDINGS, LLC, a Delaware limited liability company, having an office at 100 Saint Paul Street, Suite 800, Denver, CO 80206 (“**Assignor**”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, having an address at 550 South Tryon Street, 14th Floor, Charlotte, NC 28202-4200, as administrative agent (“**Administrative Agent**” or “**Assignee**”) for itself and the lenders from time to time a party to the Loan Agreement referenced below (collectively, “**Lenders**”).

RECITALS

A. Pursuant to the terms of that certain Loan Agreement, dated as of the date hereof, by and among DVP GRAND HOLDINGS, LLC, DVP TOWER HOLDINGS, LLC, DVP HISTORIC HOLDINGS, LLC, DVP LUSO HOLDINGS, LLC, and DVP CENTENNIAL HOLDINGS, LLC, each a Delaware limited liability company (individually or collectively, as the jointly and severally, “**Borrower**”), Administrative Agent and Lenders (together with all extensions, renewals, modifications, substitutions, amendments, restatements, replacements and supplements thereof, the “**Loan Agreement**”), Lenders are making a loan to Borrower in the original principal amount of \$230,000,000 (the “**Loan**”), for the purposes specified in the Loan Agreement.

B. The Loan is secured by, among other things, those certain Deeds of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, executed by the applicable Borrower, as trustor, to the trustee named therein, in favor of Administrative Agent for the benefit of Lenders (individually or collectively, as the same may be amended, modified, supplemented or replaced from time to time, the “**Deed of Trust**”), which Deed of Trust evidences a first priority lien on the real properties and improvements described therein (individually or collectively, the “**Property**”), and is evidenced by one or more promissory notes, dated as of the date hereof, each executed by Borrower, and payable to the order of a Lender, in the aggregate principal amount of the Loan (as the same may be amended, modified, supplemented or replaced from time to time, the “**Note**”). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

C. Assignor is an Affiliate of Borrower and will derive substantial benefit from Loan. Assignor owns certain Trademark Collateral (as hereinafter defined) and has agreed (i) to grant a security interest in such Trademark Collateral as additional collateral for the Loan and Borrower’s obligations under the Loan Documents and (ii) to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authority to effectuate the grant of the security interest.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

AGREEMENT

1. Grant of Security Interest

Assignor hereby pledges, assigns, transfers, delivers and grants to Assignee a security interest in, and continuing lien on, all of Assignor's right, title, and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**") whether now owned or existing or hereafter acquired or arising and wherever located, as security for payment of all sums due in respect of the Loan and the performance of all other terms, conditions and covenants of this Agreement and any other Loan Document on Borrower's part to be paid and performed:

(a) each trademark owned by the Assignor and all trademark registrations and applications therefor and all renewals thereof, including without limitation, each trademark registration and application therefor set forth in **Schedule A** attached hereto, (the "**Trademarks**"), together with all the goodwill of the business connected with the use of and symbolized by, the Trademarks, and all extensions and renewals thereof;

(b) all common law and other rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties or conventions and all other rights corresponding thereto throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such proceeds and damages relating thereto.

2. Recordation

Assignor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record and register this Agreement upon request by the Assignee.

3. Representations and Warranties

Assignor hereby represents and warrants to Assignee that:

(a) Upon the filing of a UCC financing statement naming the Assignor as "debtor" and the Assignee as "secured party" and describing the Trademark Collateral in the Delaware Secretary of State's Office and the recording of this Agreement in the form set forth in the U.S. Patent and Trademark Office within three (3) months of the date hereof, against the Trademark Collateral, the security interests granted to Assignee hereunder constitute valid and perfected first priority Liens;

(b) **Schedule A** attached hereto sets forth a true and complete list of all trademark registrations and applications owned by Assignor;

(c) Subject to any rights granted to the Manager under the Management Agreements, it is the sole and exclusive owner of the entire right, title, and interest in and to all the Trademarks identified on **Schedule A**, free and clear of all Liens, claims, encumbrances and material licenses, granted by Assignor;

(d) Assignor is a limited liability company, and has been duly organized and is validly existing and in good standing pursuant to the laws of the State of Delaware with requisite power and authority to own its properties and to transact the businesses in which it is now engaged. Assignor has duly qualified to do business and is in good standing in each jurisdiction where it is required to be so qualified in connection with its properties, businesses and operations. Assignor possesses all rights, licenses, permits and authorizations, governmental or otherwise, necessary to entitle it to own its properties and to transact the businesses in which it is now engaged. There are no arbitration proceedings, governmental investigations, actions, suits or proceedings at law or in equity by or before any governmental authority now pending or threatened against or affecting Assignor which, if determined against Assignor, would have a material adverse effect on Assignor or the Trademark Collateral; and

(e) Assignor has full power to and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed and delivered by, or on behalf of Assignor and constitutes legal, valid and binding obligations of Assignor, enforceable against Assignor in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

4. Covenants and Agreements

Assignor hereby covenants and agrees as follows:

(a) Assignor shall not do any act or omit to do any act whereby any of the Trademark Collateral may lapse, or become abandoned, dedicated to the public, or unenforceable;

(b) Upon written demand from the Assignee following a Default, Assignor shall assign, convey or otherwise transfer to the Assignee all of Assignor's right, title and interest in and to the Trademark Collateral and shall execute and deliver to the Assignee such documents as are necessary to effectuate and record such assignment, conveyance, or transfer of, or other evidence of foreclosure upon, such Trademark Collateral; and

(c) In the event of any assignment, conveyance or other transfer of any of the Trademark Collateral, the goodwill symbolized by such Trademark Collateral shall be included in such sale or transfer.

5. Termination of Agreement

Upon satisfaction of the Secured Obligations (as defined in the Deed of Trust), the security interest and continuing Lien granted hereby shall terminate, and all right, title, and interest in, to, and under the Trademark Collateral shall revert and be deemed reassigned to Assignor. Upon any such termination, Assignee shall, at Assignor's request and expense, execute and deliver to Assignor such documents as Assignor shall reasonably request to evidence such termination, reversion and/or reassignment, without recourse, representation, or warranty of any kind.

6. Remedies

In addition to all other rights and remedies available to Assignee under applicable law, Assignee shall have all the rights and remedies of a secured party under the Uniform Commercial Code as in effect from time to time in the State of New York.

7. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN A DIFFERENT GOVERNING LAW.

8. Counterparts

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

9. Further Assurances


Assignor hereby authorizes Assignee to file, from time to time, at Assignor's sole cost and expense, such UCC financing statements in all applicable recording offices of each applicable jurisdiction, as Assignee deems required to perfect and maintain the first priority security interest of Assignee in the Trademark Collateral. In addition, Assignor shall, at Assignor's sole cost and expense, from time to time as reasonably requested by Assignee, execute, acknowledge, record, register, file and/or deliver to Assignee such other instruments, agreements, certificates and documents (including UCC financing statements) as Assignee may reasonably request to evidence, confirm, perfect and maintain the Liens granted or required to be granted to Assignee by this Agreement, and shall fully cooperate with Assignee and perform all additional acts which are necessary to effect the purposes of the foregoing.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers duly authorized as of the date first above written.

“ASSIGNOR”

DVP JV HOLDINGS, LLC,
a Delaware limited liability company

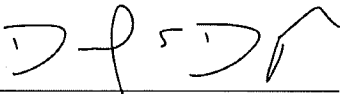
By: 
Name: Charlie Martin
Its: CFO, Treasurer & Assistant Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007846 FRAME: 0545

“ASSIGNEE”



WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Daniel Dyer

Title: Director

SCHEDULE A
TRADEMARKS

Tradename Registration or Application	Name of Owner	Jurisdiction of Registration	Registration or Application Number	Registration or Application Date
DAVENPORT	DVP JV Holdings, LLC	U.S.A.	5659017	January 22, 2019
DH and Design 	DVP JV Holdings, LLC	U.S.A.	5539015	August 14, 2018
DAVENPORT HOME	DVP JV Holdings, LLC	U.S.A.	4781229	July 28, 2015
DAVENPORT HOTEL	DVP JV Holdings, LLC	U.S.A.	4776908	July 21, 2015
DAVENPORT SPA	DVP JV Holdings, LLC	U.S.A.	4776994	July 21, 2015
DAVENPORT FLOWERS	DVP JV Holdings, LLC	U.S.A.	4776993	July 21, 2015
DAVENPORT SPA and Design 	DVP JV Holdings, LLC	U.S.A.	4245210	November 20, 2012

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Schedule A

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RECORDED: 09/14/2022

TRADEMARK
REEL: 007846 FRAME: 0547