

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CMBK RESORT HOLDINGS, LLC		10/26/2022	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: 16			
Property Type	Number	Word Mark	
Registration Number:	2290829	CAMELBACK	
Registration Number:	2292006	CAMELBACK	
Registration Number:	5837412	CAMELBACK LODGE	
Registration Number:	5837411	CAMELBACK RESORT	
Registration Number:	2287755	CAMELBEACH	
Registration Number:	5844640	CBK	
Registration Number:	5678522	COUNTLESS ADVENTURES. ONE RESORT	
Registration Number:	4683612	LEARN HERE LEARN RIGHT	
Registration Number:	4886603	AQUATOPIA	
Registration Number:	6577814	MOUNTAIN MIST	
Registration Number:	6577813	MOUNTAIN MIST	
Registration Number:	6696756	CAMELBACK LODGE	
Registration Number:	6732981		
Registration Number:	6823667	CAMELBACK RESORT	
Registration Number:	6721287		
Registration Number:	6696755	CAMELBACK RESORT	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 2290829

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.

Phone: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1829192 TM
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NAME OF SUBMITTER:	Janet Wamsley
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SIGNATURE:	/Janet Wamsley/
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DATE SIGNED:	11/04/2022
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Total Attachments: 8

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THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT AMENDS, RESTATES AND REPLACES IN ITS ENTIRETY THAT CERTAIN TRADEMARK SECURITY AGREEMENT, DATED AS OF NOVEMBER 6, 2019 GIVEN BY CMBK RESORT HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN FAVOR OF WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT.

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2022 (this "**Agreement**"), is made by **CMBK RESORT HOLDINGS, LLC**, a Delaware limited liability company (the "**Grantor**" or "**Borrower**"), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent (collectively with its successors and assigns, "**Administrative Agent**"), for its benefit and for the benefit of the lenders from time to time party to the Loan Agreement (as defined below) (each, a "**Lender**", and collectively, "**Lenders**").

RECITALS

A. Pursuant to the terms of that certain Loan Agreement, by and among Grantor, Administrative Agent and Lenders, dated as of November 6, 2019 (the "**Original Loan Agreement**"), Lenders made a loan to Grantor in the principal sum of up to Seventy Million and No/100ths Dollars (\$70,000,000.00) (the "**Original Loan**") for the purposes specified in the Original Loan Agreement, said purposes relating to the real property and improvements described in the Original Loan Agreement.

B. Concurrently herewith, Grantor, Administrative Agent and Lenders have entered into or will enter into that certain Amended and Restated Loan Agreement, dated of even date herewith (as the same may be amended, modified, supplemented, extended or replaced, the "**Loan Agreement**"), pursuant to which Lenders will increase the principal sum of the Original Loan to up to \$100,000,000.00 (the "**Loan**"). The Loan Agreement amends, restates and replaces the Original Loan Agreement in its entirety. Each capitalized term used herein and not defined shall have the meaning given to such term in the Loan Agreement.

C. Also concurrently herewith, (i) Grantor has executed or will execute that certain Amended and Restated Promissory Note Secured by Mortgage in the amount of \$100,000,000.00, dated of even date herewith and made payable to the order of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Lender (as the same may be amended, modified, supplemented, restated or replaced from time to time, collectively, the "**Note**"), and (ii) (x) Grantor and Administrative Agent have executed or will execute that certain Modification Agreement Amending Security Instrument, made on October 20, 2022 and intended to be recorded in the official records of Monroe County, Pennsylvania (the "**Recording Office**"), which amends the Open-End Fee and Leasehold Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by Grantor, as mortgagor, in favor of Administrative Agent, as mortgagee, made on November 4, 2019, and recorded with the Recording Office on November 7, 2019 in Book 2539, Page 144 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Security Agreement**").

D. In connection with the Original Loan Agreement, Grantor executed a Trademark Security Agreement, dated as of November 6, 2019, in favor of Administrative Agent for the benefit of Lenders (the "**Original Trademark Agreement**").

E. Administrative Agent and Lenders are willing to enter into the Loan Agreement only on the condition, among others, that Grantor execute and deliver this Agreement which amends, restates and replaces the Original Trademark Agreement in its entirety and to grant to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

F. 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, Grantor agrees, for the benefit of Administrative Agent and Lenders, as follows:

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 Loan Agreement.

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

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, arising from or related to the ownership, management, leasing, operating, sale or disposition of the Property or any business now or hereafter conducted thereon by Grantor, 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, including, but not limited to, those certain trademarks listed on **Exhibit A** attached hereto, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "**Trademarks**");

(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 Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks 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 Trademark License; and

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

3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Administrative Agent, for the benefit of Lenders, in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, which may be filed or registered by Administrative Agent from time to time, at Administrative Agent's election, in its sole and absolute discretion. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Administrative Agent, for the benefit of Lenders, under the Security Agreement. The Security Agreement (and all rights and remedies of Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Waiver, etc. Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to the Secured Obligations, this Agreement and the Security Agreement and any requirement that Administrative 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 collateral securing the Secured Obligations, as the case may be.

5. Release of Liens; Termination of Agreement. Upon the full payment and satisfaction of the Loan, 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 Loan, Administrative 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 Administrative Agent hereunder, and execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

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

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.

8. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


9. Amendment and Restatement. This Agreement amends, restates, and replaces the Original Trademark Agreement in its entirety; provided, any accrued liabilities under the Original Trademark Agreement shall be deemed to be, and shall remain, outstanding under this Agreement.

10. 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.

[Signature page to follow]

BORROWER:

CMBK RESORT HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: *Charlie Martin*
Title: *Anthony Pea*

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION

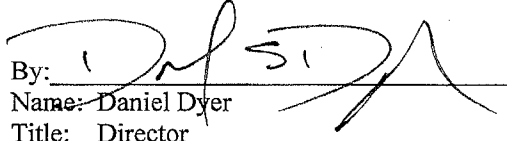





By: 
Name: Daniel Dyer
Title: Director

EXHIBIT A
LIST OF TRADEMARKS

A. **Registered trademarks:**

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>CLASS</u>
CAMELBACK	2290829	Nov. 09, 1999	35, 36, 41
CAMELBACK & Design 	2292006	Nov. 16, 1999	41
CAMELBACK LODGE	5837412	Aug. 20, 2019	41
CAMELBACK RESORT	5837411	Aug. 20, 2019	41
CAMELBEACH	2287755	Oct. 19, 1999	41
CBK	5844640	Aug. 27, 2019	36
COUNTLESS ADVENTURES. ONE RESORT	5678522	Feb. 19, 2019	41, 43
LEARN HERE LEARN RIGHT	4683612	February 10, 2015	41
AQUATOPIA	4886603	Jan. 12, 2016	25, 41
MOUNTAIN MIST	6577814	Nov. 30, 2021	3
MOUNTAIN MIST & Design 	6577813	Nov. 30, 2021	3
CAMELBACK LODGE	6696756	Apr. 12, 2022	35, 41

MISC DESIGN 	6732981	May 24, 2022	21, 25
CAMELBACK RESORT	6823667	Aug. 23, 2022	35, 41
MISC DESIGN 	6721287	May 24, 2022	35, 41, 43
CAMELBACK RESORT & Design 	6696755	Apr. 12, 2022	35, 41

B. Pending trademark applications:

None.

C. Common law marks. All common law marks of CMBK RESORT HOLDINGS, LLC, including:

Kartrite

Venus SlydeTrap

Camelback Real Estate

Kartrite Properties, LLC

3414164.2