

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MMGY GLOBAL, LLC		10/07/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE PENINSULA FUND VI LIMITED PARTNERSHIP		
Street Address:	One Towne Square, Suite 1400		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48076		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90188296	MMGY	
Serial Number:	85502332	P O R T R A I T O F A M E R I C A N T R A	
Serial Number:	86209492	HOTEL WEEK LA	
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:	4142975046		
Email:	drivera@foley.com, IPdocketing@foley.com		
Correspondent Name:	FOLEY & LARDNER LLP		
Address Line 1:	3000 K STREET N.W., SUITE 600		
Address Line 4:	WASHINGTON, D.C. 20007		
NAME OF SUBMITTER:	Diana Sofia Rivera Rendon		
SIGNATURE:	/Diana Sofia Rivera Rendon/		
DATE SIGNED:	11/08/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of October 7, 2022 (the “Trademark Agreement”) is executed by MMGY GLOBAL, LLC, a Delaware limited liability company (the “Assignor”), to and for the benefit of THE PENINSULA FUND VI LIMITED PARTNERSHIP, a Delaware limited partnership (the “Second Lien Agent”), as party to the Second Amended and Restated Guaranty and Collateral Agreement described below.

RECITALS:

A. Pursuant to a Second Amended and Restated Guaranty and Collateral Agreement, dated October 7, 2022, by and among Assignor, each other Person signatory thereto as a Grantor (the Grantors, Assignor and the Companies, each, a “Loan Party” and, collectively, the “Loan Parties”), and the Second Lien Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) the Grantors have agreed, subject to the terms and conditions thereof, to pledge certain Collateral as security for the Purchasers extending credit to the Companies (collectively, the “Loan Facilities”) pursuant to that certain Second Amended and Restated Note Purchase Agreement dated as of the date hereof (the “Note Purchase Agreement”). Capitalized terms used in this Trademark Agreement and not otherwise defined shall have the meanings given to them in the Security Agreement.

B. Under the terms of the Security Agreement, the Assignor has granted to the Second Lien Agent on behalf of the Purchasers, a security interest in, among other property, certain intellectual property of the Assignor, and has agreed to execute and deliver this Trademark Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

C. As a condition to the Second Lien Agent and Purchasers entering into the Note Purchase Agreement and making the Loan Facilities available, the Second Lien Agent and Purchasers require that the Assignor enter into this Trademark Agreement in order to secure the Company Obligations and performance of the Assignor hereunder and under the Note Purchase Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, which are hereby incorporated herein as true, and the mutual promises and agreements contained herein, the Assignor and the Second Lien Agent hereby agree as follows:

1. Confirmation of Grant of Security. Assignor hereby confirms the pledge and grant to the Second Lien Agent of a security interest in and to all of the right, title and interest of Assignor in, to and under the following (the “Trademark Collateral”):

(a) the United States trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law,

impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise 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 damages.

2. Recordation. Assignor authorizes the Commissioner for Trademarks to record and register this Trademark Agreement upon request by the Second Lien Agent.

3. Other Agreements. This Trademark Agreement has been entered into pursuant to and in conjunction with the Security Agreement. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Second Lien Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Trademark Agreement.

5. Successors and Assigns. This Trademark Agreement and all rights and liabilities hereunder and in and to any and all Trademark Collateral shall inure to the benefit of the Second Lien Agent and its successors and permitted assigns, and shall be binding on the Assignor, its administrators, successors and assigns.

6. Governing Law. This Trademark Agreement has been made and entered into in Illinois and shall be governed by and construed in accordance with the laws of the State of Michigan.

7. Duration and Effect. This Trademark Agreement shall remain and continue in full force and effect (notwithstanding, without limitation, the dissolution of Assignor) from the date hereof until all of the Obligations have been paid. Thereupon, this Trademark Agreement shall automatically terminate and the Second Lien Agent shall release any Trademark Collateral still subject to a lien to secure the Obligations which has not been sold or otherwise disposed of

in accordance with the Security Agreement and applied toward the satisfaction of the Obligations hereunder, and the Second Lien Agent shall release its lien on any such Trademark Collateral, and deliver any necessary assignment executed by the Second Lien Agent, at the Assignor's expense. Assignor acknowledges that this Trademark Agreement is and shall be effective upon execution by the Assignor and delivery to and acceptance hereof by the Second Lien Agent, and it shall not be necessary for the Second Lien Agent to execute any acceptance hereof or otherwise to signify or express its acceptance hereof to the Assignor.

8. Subordination Agreement. Notwithstanding anything herein to the contrary, the rights granted to Peninsula pursuant to this Agreement and the exercise of any right or remedy by Second Lien Agent hereunder are subject to the provisions of the Subordination Agreement. In the event of any conflict between the terms of the Subordination Agreement and this Agreement, the terms of the Subordination Agreement shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ASSIGNOR:

MMGY GLOBAL, LLC

By: 

Name: Hugh O. McConnell

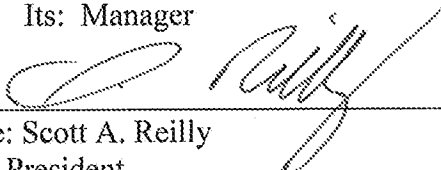
Title: Secretary

AGREED TO AND ACCEPTED:

**THE PENINSULA FUND VI LIMITED
PARTNERSHIP**

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

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

By: 
Name: Scott A. Reilly
Title: President

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
MMGY	May 25, 2021	6,362,696
Portrait of American Travelers	February 5, 2013	4,284,995
Hotel Week LA	April 21, 2015	4725114