

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Choice Investments, LLC		02/06/2023	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	HPS Investments Partners, LLC, as Administrative Agent		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 71			
Property Type	Number	Word Mark	
Serial Number:	86763937	SKEETER & NUGGET	
Serial Number:	85626761	SALTY THE SEA LION	
Serial Number:	86785322	DIXIE STAMPEDE, SKEETER	
Serial Number:	86785337	DIXIE STAMPEDE, SKEETER	
Serial Number:	85590190	PIRATES VOYAGE KID'S CLUB	
Serial Number:	86763910	SKEETER	
Serial Number:	87396645	BASS MERCANTILE	
Serial Number:	87371158	SMOKY MOUNTAIN ADVENTURES	
Serial Number:	87371171	SMOKY MOUNTAIN ADVENTURES DINNER & SHOW	
Serial Number:	87484516	SKEETER	
Serial Number:	87484541	SKEETER AND NUGGET	
Serial Number:	87825656	THE GREATEST SHOW IN THE SMOKIES!	
Serial Number:	87799535	STAMPEDE	
Serial Number:	87799491	STAMPEDE	
Serial Number:	87799529	STAMPEDE	
Serial Number:	86067857	PIRATES TREASURE	
Serial Number:	86367603	PIRATES VILLAGE	
Serial Number:	86367628	PIRATES VILLAGE	

OP \$1790.00 86763937

Property Type	Number	Word Mark
Serial Number:	86057528	PIRATES TREASURE
Serial Number:	86057523	PIRATES TREASURE DINNER & SHOW
Serial Number:	86064533	PIRATES TREASURE DINNER & SHOW
Serial Number:	86057520	PIRATES TREASURE DINNER ATTRACTION
Serial Number:	86064537	PIRATES TREASURE DINNER ATTRACTION
Serial Number:	78516062	THE SMOKIES #1 CHOICE FOR THE HOLIDAYS
Serial Number:	78515903	THE SMOKIES #1 CHOICE FOR THE HOLIDAYS
Serial Number:	88536857	THE WORLD'S MOST VISITED DINNER ATTRACTI
Serial Number:	78780903	YOU'VE NEVER HAD DINNER LIKE THIS BEFORE
Serial Number:	78780899	YOU'VE NEVER HAD DINNER LIKE THIS BEFORE
Serial Number:	78516122	MYRTLE BEACH'S #1 CHOICE FOR THE HOLIDAY
Serial Number:	78516110	MYRTLE BEACH'S #1 CHOICE FOR THE HOLIDAY
Serial Number:	78516097	BRANSON'S #1 CHOICE FOR THE HOLIDAYS
Serial Number:	78516074	BRANSON'S #1 CHOICE FOR THE HOLIDAYS
Serial Number:	77122114	CHRISTMAS AT DIXIE
Serial Number:	77122135	CHRISTMAS AT DIXIE
Serial Number:	77122150	CHRISTMAS AT DIXIE STAMPEDE
Serial Number:	77122159	CHRISTMAS AT DIXIE STAMPEDE
Serial Number:	75071918	THE STAMPEDE
Serial Number:	73700473	DIXIE STAMPEDE
Serial Number:	77318180	JOURNEY WEST
Serial Number:	75171199	AMERICAN STAMPEDE
Serial Number:	75171590	AMERICAN STAMPEDE
Serial Number:	73701054	DIXIE STAMPEDE
Serial Number:	73752415	DIXIE STAMPEDE
Serial Number:	77950210	RUMBLE IN THE TREETOPS
Serial Number:	85148559	DIXIE STAMPEDE
Serial Number:	85148278	DIXIE STAMPEDE
Serial Number:	85148608	DIXIE STAMPEDE
Serial Number:	85148640	DIXIE STAMPEDE
Serial Number:	85148718	DIXIE STAMPEDE
Serial Number:	77943445	GREAT CHOICE INVESTMENTS
Serial Number:	85209913	WORLD CHOICE INVESTMENTS, LLC
Serial Number:	85209943	WORLD CHOICE INVESTMENTS, LLC
Serial Number:	85157128	THE MOST BREATHTAKING DINNER SHOW EVER
Serial Number:	85129818	PIRATES VOYAGE
Serial Number:	85129828	PIRATES VOYAGE
Serial Number:	85129845	PIRATES VOYAGE

Property Type	Number	Word Mark
Serial Number:	85129863	PIRATES VOYAGE
Serial Number:	85129877	PIRATES VOYAGE
Serial Number:	85129895	PIRATES VOYAGE
Serial Number:	85409921	PIRATES VOYAGE
Serial Number:	85415064	PIRATES VOYAGE
Serial Number:	85409859	PIRATES VOYAGE
Serial Number:	85409893	PIRATES VOYAGE
Serial Number:	85445618	FUN, FEAST & ADVENTURE
Serial Number:	85590229	PIRATES VOYAGE KID'S CLUB
Serial Number:	86824971	LUMBERJACK ADVENTURE
Serial Number:	86760190	LUMBERJACK ADVENTURE
Serial Number:	86760237	LUMBERJACK ADVENTURE
Serial Number:	86760259	LUMBERJACK ADVENTURE
Serial Number:	86760290	LUMBERJACK ADVENTURE
Serial Number:	86726689	LUMBERJACK ADVENTURE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	050485-0238
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	02/06/2023

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2023, is made by World Choice Investments, LLC, a Tennessee limited liability company (“Grantor”), in favor of HPS Investment Partners, LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of February 6, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Showtime Acquisition, L.L.C., a Delaware limited liability company (the “Borrower”), Showtime Intermediate II, L.L.C., a Delaware limited liability company (“Holdings”), the Lenders and the L/C Issuers from time to time party thereto, the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of February 6, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time the “Guaranty and Security Agreement”), by and among Holdings, the Borrower, the other grantors party thereto and the Administrative Agent, to guarantee the Obligations (as defined in the Guaranty and Security Agreement) of the Borrower and grant a security interest in its Collateral to secure its Secured Obligations; and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined (directly or by reference) in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all United States registered Trademarks and Trademark applications (other than those relating solely to Foreign Subsidiaries (as defined in the Credit Agreement)), including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable United States law, or on any other Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

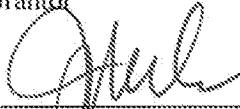
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement or any amendment or any other modification hereof or thereof shall be deemed to include electronic signatures, the keeping of records in electronic form or any other Electronic Transmission, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act, and the delivery of an executed counterpart of a signature page to this Agreement by any such means (including ".pdf" or ".tif") shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

WORLD CHOICE INVESTMENTS, LLC
as Grantor

By: 

Name: James A. Rule

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007961 FRAME: 0633

ACCEPTED AND AGREED
as of the date first above written:

HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent

By:  _____
Name: Daniel Zevnik
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007961 FRAME: 0634

Schedule I

<u>Title</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>TM # or Fed S/N</u>	<u>DLN # or Fed Reg. #</u>	<u>Reg. Date</u>	<u>Expiration Date</u>
SKEETER & NUGGET	Federal	World Choice Investments, LLC	86763937	5096800	12/6/2016	12/6/2022
SALTY THE SEA LION	Federal	World Choice Investments, LLC	85626761	4259303	12/11/2012	12/11/2022
DIXIE STAMPEDE, SKEETER Design	Federal	World Choice Investments, LLC	86785322	5110972	12/27/2016	12/27/2022
DIXIE STAMPEDE, SKEETER Design	Federal	World Choice Investments, LLC	86785337	5110973	12/27/2016	12/27/2022
PIRATES VOYAGE KID'S CLUB	Federal	World Choice Investments, LLC	85590190	4277260	1/15/2013	1/15/2023
SKEETER	Federal	World Choice Investments, LLC	86763910	5138409	2/7/2017	2/7/2023
BASS MERCANTILE	Federal	World Choice Investments, LLC	87396645	5338867	11/21/2017	11/21/2023
SMOKY MOUNTAIN ADVENTURES	Federal	World Choice Investments, LLC	87371158	5356579	12/12/2017	12/12/2023
SMOKY MOUNTAIN ADVENTURES DINNER & SHOW	Federal	World Choice Investments, LLC	87371171	5356580	12/12/2017	12/12/2023
SKEETER	Federal	World Choice Investments, LLC	87484516	5375058	1/9/2018	1/9/2024
SKEETER AND NUGGET	Federal	World Choice Investments, LLC	87484541	5400192	2/13/2018	2/13/2024
THE GREATEST SHOW IN THE SMOKIES!	Federal	World Choice Investments, LLC	87825656	5572435	9/25/2018	9/25/2024
STAMPEDE Design	Federal	World Choice	87799535	5569992	9/25/2018	9/25/2024

<u>Title</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>TM # or Fed S/N</u>	<u>DLN # or Fed Reg. #</u>	<u>Reg. Date</u>	<u>Expiration Date</u>
		Investments, LLC				
STAMPEDE	Federal	World Choice Investments, LLC	87799491	5579176	10/9/2018	10/9/2024
STAMPEDE Design	Federal	World Choice Investments, LLC	87799529	5579177	10/9/2018	10/9/2024
PIRATES TREASURE	Federal	World Choice Investments, LLC	86067857	4622367	10/14/2014	10/14/2024
PIRATES VILLAGE	Federal	World Choice Investments, LLC	86367603	4751032	6/9/2015	6/9/2025
PIRATES VILLAGE	Federal	World Choice Investments, LLC	86367628	4751033	6/9/2015	6/9/2025
PIRATES TREASURE	Federal	World Choice Investments, LLC	86057528	4769376	7/7/2015	7/7/2025
PIRATES TREASURE DINNER & SHOW	Federal	World Choice Investments, LLC	86057523	4769375	7/7/2015	7/7/2025
PIRATES TREASURE DINNER & SHOW	Federal	World Choice Investments, LLC	86064533	4769394	7/7/2015	7/7/2025
PIRATES TREASURE DINNER ATTRACTION	Federal	World Choice Investments, LLC	86057520	4769374	7/7/2015	7/7/2025
PIRATES TREASURE DINNER ATTRACTION	Federal	World Choice Investments, LLC	86064537	4769395	7/7/2015	7/7/2025
THE SMOKIES #1 CHOICE FOR THE HOLIDAYS	Federal	World Choice Investments, LLC	78516062	3074750	3/28/2006	3/28/2026
THE SMOKIES #1 CHOICE FOR THE HOLIDAYS	Federal	World Choice Investments, LLC	78515903	3074748	3/28/2006	3/28/2026
The World's Most Visited Dinner Attraction	Federal	World Choice	88536857	6133559	8/25/2020	8/25/2026

<u>Title</u>	<u>Jurisdiction</u>	<u>Owner</u>	<u>TM # or Fed S/N</u>	<u>DLN # or Fed Reg. #</u>	<u>Reg. Date</u>	<u>Expiration Date</u>
		Investments, LLC				
YOU'VE NEVER HAD DINNER LIKE THIS BEFORE!	Federal	World Choice Investments, LLC	78780903	3171370	11/14/2006	11/14/2026
YOU'VE NEVER HAD DINNER LIKE THIS BEFORE!	Federal	World Choice Investments, LLC	78780899	3180521	12/5/2006	12/5/2026
MYRTLE BEACH'S #1 CHOICE FOR THE HOLIDAYS	Federal	World Choice Investments, LLC	78516122	3230786	4/17/2007	4/17/2027
MYRTLE BEACH'S #1 CHOICE FOR THE HOLIDAYS	Federal	World Choice Investments, LLC	78516110	3230785	4/17/2007	4/17/2027
BRANSON'S #1 CHOICE FOR THE HOLIDAYS	Federal	World Choice Investments, LLC	78516097	3234511	4/24/2007	4/24/2027
BRANSON'S #1 CHOICE FOR THE HOLIDAYS	Federal	World Choice Investments, LLC	78516074	3238045	5/1/2007	5/1/2027
CHRISTMAS AT DIXIE	Federal	World Choice Investments, LLC	77122114	3338895	11/20/2007	11/20/2027
CHRISTMAS AT DIXIE	Federal	World Choice Investments, LLC	77122135	3338897	11/20/2007	11/20/2027
CHRISTMAS AT DIXIE STAMPEDE	Federal	World Choice Investments, LLC	77122150	3338898	11/20/2007	11/20/2027
CHRISTMAS AT DIXIE STAMPEDE	Federal	World Choice Investments, LLC	77122159	3338900	11/20/2007	11/20/2027
THE STAMPEDE Design	Federal	World Choice Investments, LLC	75071918	2170009	6/30/1998	6/30/2028
DIXIE STAMPEDE	Federal	World Choice Investments, LLC	73700473	1502584	8/30/1988	8/30/2028

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JOURNEY WEST	Federal	World Choice Investments, LLC	77318180	3506311	9/23/2008	9/23/2028
AMERICAN STAMPEDE	Federal	World Choice Investments, LLC	75171199	2196338	10/13/1998	10/13/2028
AMERICAN STAMPEDE	Federal	World Choice Investments, LLC	75171590	2196341	10/13/1998	10/13/2028
DIXIE STAMPEDE	Federal	World Choice Investments, LLC	73701054	1538563	5/9/1989	5/9/2029
DIXIE STAMPEDE	Federal	World Choice Investments, LLC	73752415	1539790	5/16/1989	5/16/2029
RUMBLE IN THE TREETOPS	Federal	World Choice Investments, LLC	77950210	3898115	12/28/2010	12/28/2030
DIXIE STAMPEDE	Federal	World Choice Investments, LLC	85148559	3970485	5/31/2011	5/31/2031
DIXIE STAMPEDE	Federal	World Choice Investments, LLC	85148278	3970467	5/31/2011	5/31/2031
DIXIE STAMPEDE	Federal	World Choice Investments, LLC	85148608	3970493	5/31/2011	5/31/2031
DIXIE STAMPEDE	Federal	World Choice Investments, LLC	85148640	3970496	5/31/2011	5/31/2031
DIXIE STAMPEDE	Federal	World Choice Investments, LLC	85148718	3970503	5/31/2011	5/31/2031
GREAT CHOICE INVESTMENTS	Federal	World Choice Investments, LLC	77943445	3980074	6/21/2011	6/21/2031
WORLD CHOICE INVESTMENTS, LLC Design	Federal	World Choice Investments, LLC	85209913	4005966	8/2/2011	8/2/2031

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WORLD CHOICE INVESTMENTS, LLC	Federal	World Choice Investments, LLC	85209943	4005968	8/2/2011	8/2/2031
THE MOST BREATHTAKING DINNER SHOW EVER	Federal	World Choice Investments, LLC	85157128	4043230	10/18/2011	10/18/2031
PIRATES VOYAGE	Federal	World Choice Investments, LLC	85129818	4046677	10/25/2011	10/25/2031
PIRATES VOYAGE	Federal	World Choice Investments, LLC	85129828	4046678	10/25/2011	10/25/2031
PIRATES VOYAGE	Federal	World Choice Investments, LLC	85129845	4046679	10/25/2011	10/25/2031
PIRATES VOYAGE	Federal	World Choice Investments, LLC	85129863	4046680	10/25/2011	10/25/2031
PIRATES VOYAGE	Federal	World Choice Investments, LLC	85129877	4046681	10/25/2011	10/25/2031
PIRATES VOYAGE	Federal	World Choice Investments, LLC	85129895	4046682	10/25/2011	10/25/2031
PIRATES VOYAGE	Federal	World Choice Investments, LLC	85409921	4131969	4/24/2012	4/24/2032
PIRATES VOYAGE	Federal	World Choice Investments, LLC	85415064	4135441	5/1/2012	5/1/2032
PIRATES VOYAGE	Federal	World Choice Investments, LLC	85409859	4135010	5/1/2012	5/1/2032
PIRATES VOYAGE	Federal	World Choice Investments, LLC	85409893	4135011	5/1/2012	5/1/2032
FUN, FEAST & ADVENTURE	Federal	World Choice Investments, LLC	85445618	4173044	7/10/2012	7/10/2032

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PIRATES VOYAGE KID'S CLUB (logo)	Federal	World Choice Investments, LLC	85590229	4277261	1/15/2013	1/15/2033
LUMBERJACK ADVENTURE Design	Federal	World Choice Investments, LLC	86824971	5070038	10/25/2016	10/25/2026
LUMBERJACK ADVENTURE	Federal	World Choice Investments, LLC	86760190	5069903	10/25/2016	10/25/2026
LUMBERJACK ADVENTURE	Federal	World Choice Investments, LLC	86760237	5065650	10/18/2016	10/18/2026
LUMBERJACK ADVENTURE	Federal	World Choice Investments, LLC	86760259	5069904	10/25/2016	10/25/2026
LUMBERJACK ADVENTURE	Federal	World Choice Investments, LLC	86760290	5069906	10/25/2016	10/25/2026
LUMBERJACK ADVENTURE	Federal	World Choice Investments, LLC	86726689	5065544	10/18/2016	10/18/2026