

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WRC HUNTINGTON, LLC		09/14/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG, NEW YORK BRANCH		
Street Address:	1 Columbus Circle		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	a branch of Deutsche Bank AG, a German Bank: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2881318	THE HUNTINGTON HOTEL	
Registration Number:	3201761	NSH NOB HILL SPA	
Registration Number:	4758324	BIG 4	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	21915.078042		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/s/ Moira Sheehan		
DATE SIGNED:	02/08/2023		
Total Attachments: 10			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated as of this 14th day of September, 2018, is made by **WRC HUNTINGTON, LLC**, a Delaware limited liability company (“**Grantor**”) in favor of **DEUTSCHE BANK AG, NEW YORK BRANCH**, a branch of Deutsche Bank AG, a German Bank, authorized by the New York State Department of Financial Services, as administrative agent (together with any successor administrative agent appointed pursuant to Article 14 of the Loan Agreement (defined below), the “**Administrative Agent**”) for the Lenders (as defined in the Loan Agreement).

WHEREAS, Grantor has entered into a Loan Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), with Administrative Agent and the Lenders party thereto. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, Grantor wishes to grant to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Administrative Agent for the ratable benefit of the Lenders a security interest in all of Grantor’s right, title and interest in and to the following, to the extent applicable (the “**Collateral**”):

- (a) all patents and patent applications (the “**Patents**”);
- (b) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) set forth in Schedule A hereto, together, in each case, with the goodwill symbolized thereby (the “**Trademarks**”);
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule B hereto (the “**Copyrights**”);
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all Obligations of Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by Grantor to any Secured Party under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

Section 3. Representations and Warranties.

(a) As to itself and its Collateral:

(i) To Grantor's knowledge, the operation of Grantor's business as currently conducted or as contemplated to be conducted and the use of the Collateral in connection therewith do not conflict with, infringe, misappropriate, dilute, misuse or otherwise violate the intellectual property rights of any third party.

(ii) Grantor is the exclusive owner of all right, title and interest in and to the Collateral.

(iii) The Collateral includes all of the patents, patent applications, domain names, trademark registrations and applications, copyright registrations and applications owned by Grantor, or other agreements related to any intellectual property of which Grantor is a party, as of the date hereof.

(iv) The Collateral is subsisting and has not been adjudged invalid or unenforceable in whole or part, and to the best of Grantor's knowledge, is valid and enforceable.

(v) To Grantor's knowledge, no claim, action, suit, investigation, litigation or proceeding has been asserted or is pending or threatened against Grantor (i) based upon or challenging or seeking to deny or restrict Grantor's rights in or use of any of the Collateral, (ii) alleging that Grantor's rights in or use of the Collateral or that any services provided by, processes used by, or products manufactured or sold by, Grantor infringe, misappropriate, dilute, misuse or otherwise violate any patent, trademark, copyright or any other proprietary right of any third party, or (iii) alleging that the Collateral is being licensed or sublicensed in violation or contravention of the terms of any license or other agreement, in each case except as could not reasonably be expected to result in a Material Adverse Effect. To Grantor's knowledge, no Person is engaging in any activity that infringes, misappropriates, dilutes, misuses or otherwise violates the Collateral or Grantor's rights in or use thereof. Grantor has not granted any license, release, covenant not to sue, non-assertion assurance, or other right to any Person with respect to any part of the Collateral, other than licenses in the ordinary course of business.

(vi) Neither Grantor nor any Collateral is subject to any outstanding consent, settlement, decree, order, injunction, judgment or ruling restricting the use of any Collateral or that would impair the validity or enforceability of such Collateral.

Section 4. As to Collateral.

(a) With respect to each item of its Collateral, Grantor agrees to take, at its expense, all necessary steps, including, without limitation, in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authority (but subject to any discontinuation or abandonment permitted under the succeeding sentence of this Section 4), to (i) maintain the validity and enforceability of such Collateral and maintain such Collateral in full force and effect, and (ii) pursue the registration and maintenance of each patent, trademark, or copyright registration or application, now or hereafter included in such Collateral of Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Grantor shall not, without the written consent of the Administrative Agent, discontinue use of or otherwise abandon any Collateral, or abandon any right to file an application for patent, trademark, or copyright, unless Grantor shall have previously determined that such use or the pursuit or maintenance of such Collateral is no longer desirable in the conduct of Grantor's business and that the loss thereof would not be reasonably likely to have a Material Adverse Effect, in which case, Grantor will give prompt notice of any such abandonment to the Administrative Agent.

(b) Grantor agrees promptly to notify the Administrative Agent if Grantor becomes aware (i) that any item of the Collateral may have become abandoned, placed in the public domain, invalid or unenforceable, or of any adverse determination or development regarding Grantor's ownership of any of the Collateral, or (ii) of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the U.S. Patent and Trademark Office or any court) regarding any item of the Collateral

(c) Grantor agrees that should it obtain an ownership interest in any item of the type set forth in Section 1 that is not on the date hereof a part of the Collateral ("*After-Acquired Intellectual Property*") (i) the provisions of this Agreement shall automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of trademarks, the goodwill symbolized thereby, shall automatically become part of the Collateral subject to the terms and conditions of this Agreement with respect thereto. Concurrently with the delivery of the financial statements required by Section 4.1.7(d) of the Loan Agreement, Grantor shall give written notice to the Administrative Agent, identifying the After-Acquired Intellectual Property acquired during such fiscal year, if any, and Grantor shall execute and deliver to the Administrative Agent, with such written notice, or otherwise authenticate, an agreement substantially in the form of Exhibit A hereto or otherwise in form and substance satisfactory to the Administrative Agent (an "*IP Security Agreement Supplement*"), covering such After-Acquired Intellectual Property.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

Section 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflicts of law provisions of such state.

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

GRANTOR:

WRC HUNTINGTON, LLC,
a Delaware limited liability company

By: _____

Name: Michael Rosenfeld

Title: Authorized Signatory

SCHEDULE A
TRADEMARKS

Word Mark: “THE HUNTINGTON HOTEL”—Registration 2881318

Word Mark: “NSH NOB HILL SPA”—Registration 3201761

Word Mark: “BIG 4”—Registration 4758324

SCHEDULE B

COPYRIGHTS

Website: www.huntingtonhotel.com

Ex. B-1

EXHIBIT A

FORM OF IP SECURITY AGREEMENT SUPPLEMENT

(see attached)

Ex. A-1

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “**IP Security Agreement Supplement**”) dated as of this [] day of [], 2018, is made by **WRC HUNTINGTON, LLC**, a Delaware limited liability company (the “**Grantor**”) in favor of **DEUTSCHE BANK AG, NEW YORK BRANCH** (“**Lender**”), a branch of Deutsche Bank AG, a German Bank, authorized by the New York State Department of Financial Services, as administrative agent (together with any successor Administrative Agent appointed pursuant to Article VIII of the Loan Agreement (as hereinafter defined), the “**Administrative Agent**”) for the Lenders (as defined in the Loan Agreement referred to below).

WHEREAS, Grantor has entered into a Loan Agreement dated as of [] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), with Administrative Agent, and the Lenders party thereto. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement, the Grantor has executed and delivered that certain Intellectual Property Security Agreement dated [], (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”).

WHEREAS, under the terms of the IP Security Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in the Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in and to the following, to the extent applicable (the “**Collateral**”):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(iii) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

Section 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 4. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflicts of law provisions of such State.

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

By: _____
Name:
Title:

Address for Notices:

Schedule A to Intellectual Property Security Agreement Supplement

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RECORDED: 02/08/2023

**TRADEMARK
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