

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810484

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HR WEST LICENSOR, LLC		05/11/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT		
Street Address:	900 W TRADE		
Internal Address:	NC1-026-06-09		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6710433	REHAB	
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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Fl		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	05/15/2023		
Total Attachments: 7			
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OP \$40.00 6710433

Trademark Security Agreement

Trademark Security Agreement, dated as of May 11, 2023, by Hard Rock International (USA), Inc. and HR West Licensor, LLC (each a “Pledgor” and together, the “Pledgors”), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Pledgor is party to a Security Agreement dated January 4, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which each Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks listed on Schedule I attached hereto made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements) and termination of the Security Agreement, this Trademark Security Agreement shall automatically terminate, the Lien

created hereunder shall be automatically released and the Collateral Agent shall execute, acknowledge, and deliver to each Pledgor an instrument in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

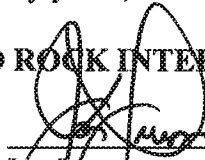
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]


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

Very truly yours,

HARD ROCK INTERNATIONAL (USA), INC.

By: 
Name: Jon Lucas
Title: President and Chief Operating Officer

HR WEST LICENSOR, LLC

By: 
Name: Jon Lucas
Title: Executive Vice President and Chief Operating Officer

[Signature Page to Seminole Hard Rock Trademark Security Agreement]

TRADEMARK
REEL: 008072 FRAME: 0757

Accepted and Agreed:


BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Lisa Berishaj
Title: Vice President

[Signature Page to Seminole Hard Rock Trademark Security Agreement]

TRADEMARK
REEL: 008072 FRAME: 0758

SCHEDULE I

Trademarks:	Application No. and Date	Registration No. and Date	Registered Owner
WHAMMY BAR WHAMMY BAR	86525217 2/5/2015	4862271 12/1/2015	HARD ROCK INTERNATIONAL (USA), INC.
REHAB REHAB	90545093 2/24/2021	6710433 4/26/2022	HR WEST LICENSOR, LLC
LIVE SLOTS 	88834365 3/13/2020	6130432 8/18/2020	HARD ROCK INTERNATIONAL (USA), INC.
UNITY UNITY	90340439 11/24/2020	6798643 7/19/2022	HARD ROCK INTERNATIONAL (USA), INC.
UNITY BY HARD ROCK UNITY BY HARD ROCK	90340459 11/24/2020	6798644 7/19/2022	HARD ROCK INTERNATIONAL (USA), INC.
HARD ROCK	90112829 8/13/2020	6950545 1/10/2023	HARD ROCK INTERNATIONAL (USA), INC.

			
REVERB REVERB	88236829 12/20/2018	6097261 7/7/2020	HARD ROCK INTERNATIONAL (USA), INC.
HARD ROCK ONLINE CASINO 	88980215 11/2/2018	6297069 3/16/2021	HARD ROCK INTERNATIONAL (USA), INC.
REVERB BY HARD ROCK 	87983058 2/1/2018	6070063 6/2/2020	HARD ROCK INTERNATIONAL (USA), INC.
HARD ROCK CELLAR HARD ROCK CELLAR	88400416 4/24/2019	6246267 1/12/2021	HARD ROCK INTERNATIONAL (USA), INC.
ROCK STOP ROCKSTOP	87369406 3/13/2017	5403232 2/13/2018	HARD ROCK INTERNATIONAL (USA), INC.

FIND YOUR RHYTHM FIND YOUR RHYTHM	86899284 2/5/2016	5257145 8/1/2017	HARD ROCK INTERNATIONAL (USA), INC.