

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804923

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900745317

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PYRAMID-BMC INTERMEDIATECO I LLC		01/19/2023	Limited Liability Company: DELAWARE
PYRAMID ADVISORS LIMITED PARTNERSHIP		01/19/2023	Limited Partnership: DELAWARE
WINEGARDNER & HAMMONS HOTEL GROUP LLC		01/19/2023	Limited Liability Company: DELAWARE
BMC - THE BENCHMARK MANAGEMENT COMPANY, LLC		01/19/2023	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, as Collateral Agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	5108647	WH
Registration Number:	5118189	WH
Registration Number:	5230795	WH WINEGARDNER & HAMMONS HOTEL GROUP
Registration Number:	5235011	WH WINEGARDNER & HAMMONS HOTEL GROUP
Registration Number:	1369447	WH
Registration Number:	4903935	PYRAMID HOTEL GROUP
Registration Number:	4903936	PYRAMID HOTEL GROUP
Registration Number:	3561631	PYRAMID HOTEL GROUP
Registration Number:	3561632	PYRAMID HOTEL GROUP
Serial Number:	90757012	PURPLE MYNT
Registration Number:	5982403	ACCESS BENCHMARK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6122266	BENCHMARK RESORTS & HOTELS
Registration Number:	5982250	BENCHMARK A GLOBAL HOSPITALITY COMPANY
Registration Number:	5977085	GEMSTONE COLLECTION
Registration Number:	5300110	GEMSTONE COLLECTION
Registration Number:	5758149	GEMSTONE COLLECTION
Registration Number:	5300121	BENCHMARK RESORTS & HOTELS
Registration Number:	5300123	BENCHMARK RESORTS & HOTELS
Registration Number:	5300130	BENCHMARK CONFERENCE CENTERS
Registration Number:	5300026	BENCHMARK A GLOBAL HOSPITALITY COMPANY
Registration Number:	5300019	BENCHMARK A GLOBAL HOSPITALITY COMPANY
Registration Number:	5131312	PERSONAL LUXURY RESORTS & HOTELS
Registration Number:	4722589	OAG OWNER ADVISORY GROUP
Registration Number:	3151018	HOMETOWN HOSPITALITY
Registration Number:	3024853	PERSONAL LUXURY HOTEL
Registration Number:	2108613	BENCHMARK
Registration Number:	1600002	LIVING, LEARNING AND LEISURE
Serial Number:	97553583	PYRAMID GLOBAL HOSPITALITY

CORRESPONDENCE DATA

Fax Number: 6179518736

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal St

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	04/21/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 19, 2023 is made by each of the entities listed on the signature pages hereof in favor of Ares Capital Corporation (in its individual capacity, "Ares Capital"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 19, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Pyramid-BMC Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), Pyramid-BMC IntermediateCo I, LLC, a Delaware limited liability company (the "Borrower"), the other Credit Parties party thereto, the Lenders from time to time party thereto, the Collateral Agent and Ares Capital, as administrative agent (in such capacity, the "Administrative Agent" and collectively with the Collateral Agent, the "Agents"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, dated as of January 19, 2023, in favor of the Collateral Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 of such Grantor, hereby grants to the Collateral 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 of its Trademarks, including those referred to on Schedule 1 hereto; and
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted under this Trademark Security Agreement in any intent-to-use Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office or to the extent that, and solely during the period in which, the grant of a security interest therein would result in the voiding of, or impair

the validity or enforceability of such intent-to-use trademark application or any registration that may issue therefrom under applicable federal law of the United States.

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 Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

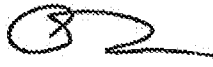
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (BUT INCLUDING AND GIVING EFFECT TO SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

BMC -- THE BENCHMARK MANAGEMENT
COMPANY, LLC
PYRAMID ADVISORS LIMITED PARTNERSHIP
PYRAMID-BMC INTERMEDIATECO I LLC
WINEGARDNER & HAMMONS HOTEL GROUP
LLC,
each as a Grantor


By:  _____

Name: Christopher Devine

Title: Vice President & Chief Development Officer

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: Scott Lem
Title: Authorized Signatory


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008074 FRAME: 0736

SCHEDULE I

Trademark Registrations and Application

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Winegardner & Hammons Hotel Group LLC		87030086	5/9/2016	5108647	12/27/2016
Winegardner & Hammons Hotel Group LLC		87030117	5/9/2016	5118189	1/10/2017
Winegardner & Hammons Hotel Group LLC	WH WINEGARDNER & HAMMONS HOTEL GROUP	87030135	5/9/2016	5230795	6/27/2017
Winegardner & Hammons Hotel Group LLC	WIT WINEGARDNER & HAMMONS HOTEL GROUP	87030162	5/9/2016	5235011	7/4/2017
Winegardner & Hammons Hotel Group LLC		73425315	5/10/1983	1369447	11/5/1985
Pyramid Advisors Limited Partnership	PYRAMID HOTEL GROUP	86523699	2/4/2015	4903935	2/23/2016
Pyramid Advisors Limited Partnership	 PYRAMID HOTEL GROUP	86523704	2/4/2015	4903936	2/23/2016
Pyramid Advisors Limited Partnership	Pyramid Hotel Group	77083554	1/16/2007	3561631	1/13/2009
Pyramid Advisors Limited Partnership	 PYRAMID HOTEL GROUP	77083562	1/16/2007	3561632	1/13/2009
BMC – The Benchmark Management Company	PURPLE MYNT	90757012	1/6/2021		
BMC – The Benchmark Management Company		88530488	7/23/2019	5982403	2/11/2020

BMC – The Benchmark Management Company	BENCHMARK RESORTS & HOTELS	88527960	7/22/2019	6122266	8/11/2020
BMC – The Benchmark Management Company	BENCHMARK A GLOBAL HOSPITALITY COMPANY	88528096	7/22/2019	5982250	2/11/2020
BMC - The Benchmark Management Company	GEMSTONE COLLECTION	88528187	7/22/2019	5977085	2/4/2020
BMC - The Benchmark Management Company		87338245	2/16/2017	5300110	10/3/2017
BMC - The Benchmark Management Company		87338288	2/16/2017	5758149	5/21/2019
BMC - The Benchmark Management Company		87338446	2/16/2017	5300121	10/3/2017
BMC - The Benchmark Management Company		87338466	2/16/2017	5300123	10/3/2017
BMC - The Benchmark Management Company		87338564	2/16/2017	5300130	10/3/2017
BMC - The Benchmark Management Company		87337120	2/15/2017	5300026	10/3/2017
BMC - The Benchmark Management Company		87337047	2/15/2017	5300019	10/3/2017
BMC - The Benchmark Management Company		86823233	11/17/2015	5131312	1/31/2017
BMC - The Benchmark Management Company		86304283	6/9/2014	4722589	4/21/2015
BMC - The Benchmark Management Company	HOMETOWN HOSPITALITY	78746306	11/3/2005	3151018	10/3/2006

BMC - The Benchmark Management Company	PERSONAL LUXURY HOTEL	78381954	3/10/2004	3024853	12/6/2005
BMC - The Benchmark Management Company	BENCHMARK	75133649	7/15/1996	2108613	10/28/1997
BMC - The Benchmark Management Company	LIVING, LEARNING AND LEISURE	73772556	1/3/1989	1600002	6/5/1990
Pyramid-BMC IntermediateCo I LLC	PYRAMID GLOBAL HOSPITALITY	97553583	8/18/2022		