

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SERRALLÉS HOTEL, INC.		08/04/2023	Corporation: PUERTO RICO
RECEIVING PARTY DATA			
Name:	FIRSTBANK PUERTO RICO		
Street Address:	Ave. Ponce De León 1519 Esq, C. del Parque		
Internal Address:	Parada 23		
City:	San Juan,		
State/Country:	PUERTO RICO		
Postal Code:	00908		
Entity Type:	Chartered Bank: PUERTO RICO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86812156	COSTA CARIBE	
Serial Number:	86812146	CC	
Serial Number:	85044726	COSTA CARIBE	
Serial Number:	76218402	COSTA CARIBE	
CORRESPONDENCE DATA			
Fax Number:	787-753894		
<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:	787-282-5737		
Email:	tmproceedings@oneillborges.com		
Correspondent Name:	CARLA GARCIA BENITEZ		
Address Line 1:	250 MUNOZ RIVERA AVE., SUITE 800		
Address Line 4:	SAN JUAN, PUERTO RICO 00918		
NAME OF SUBMITTER:	Carla García Benítez		
SIGNATURE:	/Carla García Benítez/		
DATE SIGNED:	08/11/2023		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT
(United States of America Trademarks)

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of August 4, 2023, is made by **SERRALLÉS HOTEL, INC.**, a corporation organized and existing under the laws of the Commonwealth of Puerto Rico (the "**Grantor**"), to and for the benefit of **FIRSTBANK PUERTO RICO**, a commercial bank organized and existing under the laws of the Commonwealth of Puerto Rico (the "**Lender**").

RECITALS:

WHEREAS, the Lender and the Grantor entered into a Term Loan Agreement dated the date hereof providing for a term loan in the amount of **NINETEEN MILLION NINE HUNDRED AND FIFTY FIVE THOUSAND TWO HUNDRED AND SIXTY FIVE DOLLARS WITH SIXTY TWO CENTS (\$19,955,265.62)** for the purposes identified in **Section 4.4(a)** thereof (as modified and supplemented and in effect from time to time, the "**Credit Agreement**"), and the documents, instruments, and agreements ancillary thereto;

WHEREAS, all terms used in this Agreement that are defined in the Credit Agreement and that are not otherwise defined herein shall have the meanings herein as set forth in the Credit Agreement; and

WHEREAS, the Lender is willing to make the Term Loan, but only upon the condition, among others, that the Grantor shall have executed and delivered this Agreement to, and for the benefit of, the Lender.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor hereby agrees with the Lender as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations, the Grantor hereby grants to, and for the benefit of, the Lender, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"): (a) all of its United States of America, state, territorial, provincial or foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature (each, a "**Trademark**") and all agreements to which the Grantor is a party providing for the granting of any right in or to any Trademark (whether the Grantor is licensee or licensor thereunder) (each, a "**Trademark License**"), and all registrations and applications for any of the foregoing, including, without limitation, those referred to in **Schedule 1** attached hereto and made to form a part hereof (as such Schedule may be amended or supplemented from time to time); (b) all reissues, continuations, renewals or extensions of any of the foregoing; (c) all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all Proceeds (as defined in the Uniform Commercial Code) of the foregoing, including, without limitation, any claim by the

Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

2. **Master Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender, pursuant to the Master Security Agreement entered into by and between the Grantor and the Lender on the date hereof (the "**Master Security Agreement**"). The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Master Security Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein.

3. **Authorization to Supplement.** The Grantor hereby authorizes the Lender unilaterally to modify this Agreement by amending **Schedule 1** attached hereto and made to form a part hereof to include any future United States of America registered Trademarks or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule 1** attached hereto and made to form a part hereof shall in any way affect, invalidate or detract from the Lender's continuing security interest in all the Trademark Collateral, whether or not listed in **Schedule 1** attached hereto and made to form a part hereof.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which, taken together, shall constitute one and the same agreement.

5. **APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.**


[SIGNATURE PAGE FOLLOWS]

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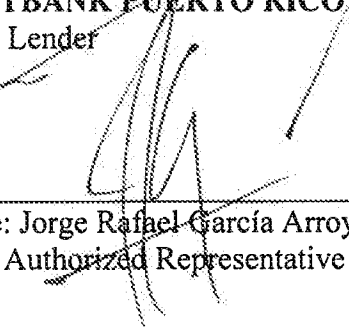
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

SERRALLÉS HOTEL, INC.
as the Grantor

By: 
Name: Philippe Marie Dominique Brechot
Title: Authorized Representative

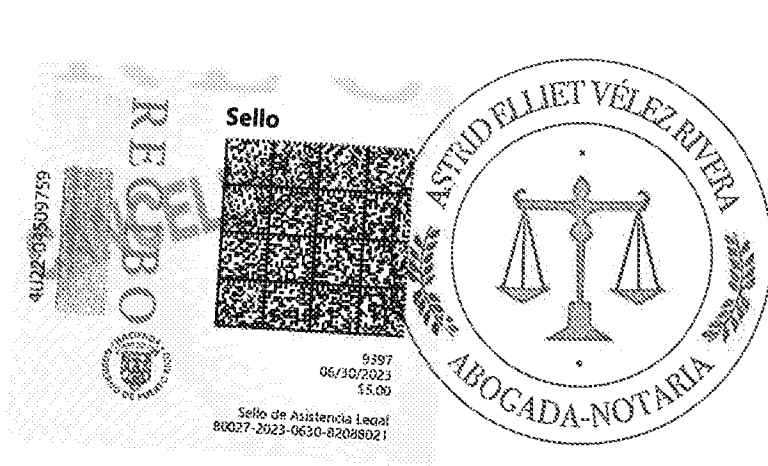
ACCEPTED AND ACKNOWLEDGED BY:

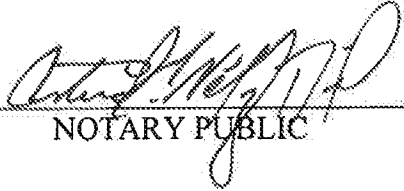
FIRSTBANK PUERTO RICO
as the Lender

By: 
Name: Jorge Rafael Garcia Arroyo
Title: Authorized Representative

Affidavit Number: 438


Acknowledged and subscribed to before me in San Juan, Puerto Rico, on this 4th day of August, 2023, by the above-signed persons, of the personal circumstances and in the capacities and representations stated above, both personally known to me.




NOTARY PUBLIC



SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS IN UNITED STATES PATENT AND TRADEMARK OFFICE						
<u>Serial Number</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>	<u>Word Mark / Design</u>	<u>Status</u>	<u>Owner of Record</u>
86812156	5025621	August 23, 2016	25, 41 and 43	COSTA CARIBE	Live. Renewal accepted. Next expiration date is August 23, 2026.	Serrallés Hotel, Inc.
86812146	5117164	January 10, 2017	25, 28, 41 and 43		Live. Renewal accepted. Next expiration date is January 10, 2027.	Serrallés Hotel, Inc.
85044726	3870719	November 2, 2010	28	COSTA CARIBE	Live. Renewal accepted. Next expiration date is November 2, 2030.	Serrallés Hotel, Inc.
76218402	2811086	February 3, 2004	42	COSTA CARIBE	Live. Renewal accepted. Next expiration date is February 3, 2024.	Serrallés Hotel, Inc.

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