

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM847508

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DA-M Charleston Owner LLC		10/20/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association, as Administrative Agent		
<b>Street Address:</b>	127 Public Square		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97626140	THE PALMETTO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6174821776		
<b>Email:</b>	smordas@goulstonstorrs.com		
<b>Correspondent Name:</b>	Stacey A. Mordas		
<b>Address Line 1:</b>	400 ATLANTIC AVENUE		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Stacey A. Mordas		
<b>SIGNATURE:</b>	/Stacey A. Mordas/		
<b>DATE SIGNED:</b>	10/20/2023		
<b>Total Attachments: 14</b>			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 20, 2023 (this “Agreement”), is entered into between DA-M CHARLESTON OWNER LLC, a Delaware limited liability company (“Grantor”) in favor of KEYBANK NATIONAL ASSOCIATION, as administrative agent (in such capacity, “Administrative Agent”) under that certain Credit Agreement dated as of February 12, 2020 (as amended, modified, supplemented or restated and in effect from time to time, the “Credit Agreement”), by and among Mendocino Real Estate Holdings LLC, a Delaware limited liability company (“Parent”), QRV Bayou Oaks, LLC, a Delaware limited liability company (“Bayou Oaks”), QRV Brazoria RV Park, LLC, a Delaware limited liability company (“Brazoria”), QRV Admiralty, LLC, a Delaware limited liability company (“Admiralty”), QRV Victoria, LLC, a Delaware limited liability company (“Victoria”), QRV Conroe, LLC, a Delaware limited liability company (“Conroe”), Grantor, and QRV LAKEVIEW EXPANSION, LLC, a Delaware limited liability company (“Lakeview”; and together with Parent, Bayou Oaks, Brazoria, Admiralty, Victoria, Conroe, Grantor and each other Person that becomes a party to the Credit Agreement (as hereinafter defined) as a borrower from time to time, collectively, the “Borrowers” and each individually, a “Borrower”), and DA-M Charleston JV LLC, a Delaware limited liability company (together with the Borrowers, collectively, the “Loan Parties” and each individually, a “Loan Party”), the Lenders (as hereinafter defined) signatory hereto, and the Administrative Agent for the Lenders; and

**WHEREAS**, in order to induce Lenders to continue to make the Loans and other financial accommodations under the Credit Agreement, including to enter into the Fifth Amendment to Credit Agreement dated as of September 29, 2023, Grantor has agreed to grant to Administrative Agent, for itself and for the benefit of the Lenders and other Secured Parties, a continuing Lien on the Trademark Collateral (as hereinafter defined) to secure the Obligations.

**NOW, THEREFORE**, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

**1. Definitions; Rules of Interpretation.**

1.1. Definitions. The term “Obligations” and all other capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Credit Agreement. Terms used herein that are not defined in the Credit Agreement or this Agreement but that are defined in the Uniform Commercial Code as in effect in the applicable jurisdiction (the “UCC”) shall have the same definitions in this Agreement as specified in such applicable UCC. If a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9. The following terms, as used herein, have the meanings set forth below:

“Trademarks” means collectively all of the following now owned or hereafter created or acquired by Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof in the United States or any state in the United States or any

foreign jurisdiction, and all applications in connection therewith, including, without limitation, those listed on Schedule A hereto, whether or not any of the foregoing is registered or the subject of an application for registration under federal law, state law, foreign law or otherwise; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right (but not the obligation) to sue for past, present and future infringements of any of the foregoing, (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

1.2. Rules of Interpretation. The rules of interpretation contained in Section 1.2 of the Credit Agreement shall be applicable to this Agreement and are hereby incorporated by reference.

## **2. Grant of Security Interest.**

As collateral security for the performance and payment in full of the Obligations under (and as defined in) the Credit Agreement and the other Loan Documents, Grantor hereby unconditionally and expressly grants to the Administrative Agent, for the benefit of the Lenders and each other Secured Party, a continuing, first priority security interest in, and Lien on, and pledges and collaterally assigns to the Administrative Agent, for the benefit of the Lenders and each other Secured Party, all of the following properties, assets and rights of Grantor, wherever located, whether now owned or hereafter acquired or arising, all accessions thereto and all replacements, substitutions, proceeds and products thereof (all of the same being hereinafter called the "Intellectual Property Collateral"): all Trademarks.

## **3. Authorization to File Assignments.**

With respect to the Trademarks, Grantor has executed, or is executing simultaneously with the execution of this Agreement, in blank and delivered, or is simultaneously delivering, to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Grantor hereby authorizes the Administrative Agent to complete as assignee, sign and record with the U.S. Patent and Trademark Office the Assignment of Marks, solely upon the occurrence and during the continuance of a Default or Event of Default. In addition to, and not by way of limitation of, the foregoing grant of a security interest and lien on the Intellectual Property Collateral, and authorization to complete and record assignment of the Trademarks, Grantor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Lenders and each other Secured Party, Grantor's entire right, title and interest in and to the Intellectual Property Collateral; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (a) upon or after the occurrence and during the continuance of a Default or Event of Default and (b) either (i) upon the written notice of the Administrative Agent to Grantor at any time during such continuance, including in connection with the sale or other disposition of or foreclosure upon the Collateral pursuant to the Credit Agreement and applicable law (including the transfer or other disposition of the Collateral by Grantor to the Administrative Agent or its nominee in lieu of foreclosure), or (ii) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which

acceleration of any amounts outstanding under the Credit Agreement is automatic under the Credit Agreement.

**4. Representations, Warranties and Covenants Concerning the Intellectual Property Collateral.**

**4.1.** Except as, individually or in the aggregate, would not be expected to have a Material Adverse Effect, Grantor is the sole owner in the United States and all other applicable jurisdictions of the entire right, title and interest in and to the Intellectual Property Collateral, in each case free from any mortgage, pledge, lien, security interest, charge, adverse claim or other encumbrance except for the security interest granted herein and other Permitted Liens. As of the date of this Agreement, no written claim has been received by Grantor that the use of any of the Trademarks does or may violate the rights of any third person and, to Grantor's knowledge, there is no infringement by Grantor of the trademark rights of others. Grantor shall promptly notify the Administrative Agent of any material claim or infringement and the details thereof.

**4.2.** As of the date hereof, each of the Trademarks listed on Schedule A is valid and enforceable and, together, they constitute all registered trademarks, trademark applications, trade names and service marks now owned or used by Grantor or that are reasonably necessary for the operation of the business of Grantor, except as, individually or in the aggregate, would not be expected to have a Material Adverse Effect. Grantor shall, at its sole expense, promptly apply for and obtain all renewals or extensions of the Trademarks to the full extent permitted by law except to the extent, in Grantor's reasonable discretion, exercised in good faith, such renewal or extension is not reasonable, prudent or beneficial to Grantor or its operations. Grantor shall promptly notify the Administrative Agent of the registration of any trademark application and provide the Administrative Agent with a copy of such certificate of registration.

**4.3.** Grantor shall preserve and maintain all rights in the Trademarks, except, in each case, if Grantor determines in its reasonable discretion that such Trademark is no longer material or useful to its business or operations. Grantor shall take commercially reasonable steps to defend the Intellectual Property Collateral against all claims and demands of all persons at any time claiming the same or any interests in and to the Trademarks adverse to the Administrative Agent, except to the extent, in Grantor's reasonable discretion, exercised in good faith, such defensive actions would not be reasonable, prudent or beneficial to Grantor or its operations.

**4.4.** In the event of any material infringement by a third party of any of the Trademarks, Grantor shall promptly notify the Administrative Agent of such infringement and shall take commercially reasonable actions to obtain the cessation of such infringement and recover all damages resulting therefrom, including, after and during the continuance of a Default or Event of Default, such action as the Administrative Agent deems reasonably necessary, except to the extent, in Grantor's reasonable discretion, exercised in good faith, such defensive actions would not be reasonable, prudent or beneficial to Grantor or its operations.

## **5. Other Actions as to Intellectual Property Collateral.**

Grantor shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance reasonably satisfactory to the Administrative Agent, relating to the creation, validity, or perfection of the security interests and assignments provided for in this Agreement as the Administrative Agent may from time to time reasonably request, and Grantor hereby irrevocably authorizes the Administrative Agent or its designee, at Grantor's expense, to execute such documents, and file such financing statements with respect thereto with or without Grantor's signature, as the Administrative Agent may deem appropriate. Grantor hereby authorizes the Administrative Agent to file this Agreement with the United States Patent and Trademark Office. The Administrative Agent is hereby irrevocably appointed by Grantor, effective solely during the continuance of an Event of Default, as its lawful attorney and agent, with full power of substitution, to execute, deliver, record and file on behalf of and in the name of Grantor such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Administrative Agent may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby.

## **6. Rights and Remedies.**

**6.1.** If any Event of Default shall have occurred and be continuing, the Administrative Agent may without notice or demand declare this Agreement to be in default and the Administrative Agent shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC including, without limitation, the right to dispose of the Intellectual Property Collateral at public or private sale. The Administrative Agent shall give to Grantor at least five (5) days' prior notice (which Grantor agrees is "reasonable notification" under the UCC) of the time and place of any public sale of the Intellectual Property Collateral or of the time after which any private sale or any other intended disposition is to be made.

**6.2.** If any Event of Default shall have occurred and be continuing, Grantor hereby grants to the Administrative Agent the right and exclusive license to use the marks disclosed and claimed in the Intellectual Property Collateral for the benefit of the Secured Parties in connection with the operation of the Grantor's business as it is then-currently conducted, subject to Grantor's right to exercise reasonable quality control over use of the marks.

**6.3.** To the extent permitted by applicable law, Grantor hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Administrative Agent's rights hereunder, including, without limitation, its rights following the occurrence and during the continuation of any Event of Default to take immediate possession of the Intellectual Property Collateral and exercise its rights with respect thereto.

**6.4** Neither the Administrative Agent nor any Lender shall have any duty as to the protection of the Intellectual Property Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Administrative Agent may exercise its rights with respect to the Intellectual Property Collateral without resorting or regard to other collateral or sources of reimbursement for liability. Neither the Administrative Agent nor any Lender shall be required to marshal any present or future collateral security (including but not limited to the Intellectual Property Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising (all of which rights of the Administrative Agent shall be exercised on behalf of the Secured Parties).

**7. No Waiver, Etc.**

Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Agreement and to the provisions so modified or limited, and executed by the Administrative Agent and Grantor, after obtaining such consents as may be required by Section 13.6 of the Credit Agreement. No act, failure or delay by the Administrative Agent shall constitute a waiver of its rights and remedies hereunder or otherwise. No single or partial waiver by the Administrative Agent of any default or right or remedy that it may have shall operate as a waiver of any other default, right or remedy or of the same default, right or remedy on a future occasion. Grantor hereby waives presentment, notice of dishonor and protest of all instruments, included in or evidencing any of the Obligations or the Intellectual Property Collateral, and any and all other notices and demands whatsoever (except as expressly provided herein or in the Credit Agreement). All rights and remedies of the Administrative Agent with respect to the Obligations or the Intellectual Property Collateral, whether evidenced hereby or by any other instruments, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Administrative Agent deems expedient.

**8. Waiver of Special Damages, Etc.**

Grantor shall hold the Administrative Agent and the Lenders harmless from any and all costs, damages and expenses which may be incurred by the Administrative Agent (on behalf of the Secured Parties) or the Lenders in connection with any action or failure to act by any Lender or the Administrative Agent (on behalf of the Secured Parties) in connection with this Agreement, except those arising from the gross negligence or willful misconduct of such Lender or the Administrative Agent, as determined by a final and nonappealable judgment of a court of competent jurisdiction

**9. Governing Law; Consent to Jurisdiction.**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTOR HEREBY UNCONDITIONALLY AND

IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT.

**10. Waiver of Jury Trial; Etc.**

The provisions of Section 13.4 of the Credit Agreement are hereby incorporated herein by reference.

**11. Miscellaneous.**

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of the Secured Parties and their respective successors and assigns (for the benefit of the Secured Parties). If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Grantor acknowledges receipt of a copy of this Agreement.

**12. Notice, etc.**

All notices, requests and other communications hereunder shall be made in the manner set forth in Section 13.1 of the Credit Agreement.

**13. Reinstatement; Continued Powers; Termination.**

13.1 Reinstatement. The granting of a security interest in the Collateral and the other provisions hereof shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by any Secured Party or is repaid by any Secured Party in whole or in part in good faith settlement of a pending or threatened avoidance claim, whether upon the insolvency, bankruptcy or reorganization of Grantor, all as though such payment had not been made. The provisions of this Section 13.1 shall survive repayment of all of the Obligations and the termination or expiration of this Agreement in any manner.

13.2 Termination. Upon payment in full in cash of the Obligations and the termination of all Commitments, this Agreement shall terminate and the Administrative Agent shall, at the request and sole expense of Grantor, promptly deliver to Grantor such termination statements and take such further actions as Grantor may reasonably request to terminate of record, or otherwise to give appropriate notice of the termination of, any Lien conferred hereunder. Further, the Administrative Agent hereby agrees that upon Grantor's request, it will release its security interest in such portion of the Intellectual Property Collateral which is sold by Grantor pursuant to a disposition permitted under the Credit Agreement.

**23. Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute



this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by Grantor and the Administrative Agent.

[Signatures on next page]

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

GRANTOR:

**DA-M CHARLESTON OWNER LLC**, a  
Delaware limited liability company

By:

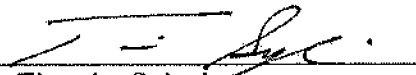


Name: Eric Birnbaum

Title: Authorized Signatory

Accepted and Agreed:

**KEYBANK NATIONAL ASSOCIATION,**  
as Administrative Agent

By:   
Name: Timothy Sylvain  
Title: Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

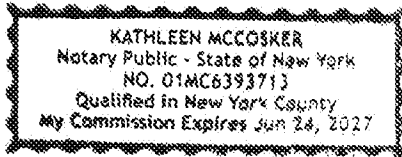
COMMONWEALTH OR STATE OF New York)

) ss.

COUNTY OF New York)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 11 day of October, 2023, personally appeared Eric Broadbent to me known personally, and who, being by me duly sworn, deposes and says that [s]he is the Authorized Signatory of DA-M Charleston Owner LLC, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its managing member or similar governing body, and said Authorized Signatory acknowledged said instrument to be the free act and deed of said limited liability company.

Kathleen McCosker  
Notary Public  
My commission expires:



**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS AND TRADEMARK APPLICATIONS<sup>1</sup>**

<b><u>Trademark</u></b>	<b><u>Owner</u></b>	<b><u>Status in Trademark Office</u></b>	<b><u>Serial Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration Date</u></b>
THE PALMETTO	DA-M CHARLESTON OWNER LLC	Published for Opposition on September 5, 2023	97626140	--	October 10, 2022	--

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<sup>1</sup> Registration information to be completed by Administrative Agent upon confirmation by Grantor of registration and receipt of the certificate of registration.

**EXHIBIT 1**

**ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

WHEREAS, each of the undersigned (collectively, the “Assignor”), has adopted and used and is using the trademarks and service marks (the “Marks”) identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_ having a place of business at \_\_\_\_\_ (the “Assignee”), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all of Assignor’s right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DA-M CHARLESTON OWNER LLC

By: \_\_\_\_\_  
Name:  
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ANNEX  
TO  
ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

**TRADEMARKS AND TRADEMARK APPLICATIONS<sup>2</sup>**

<b><u>Trademark</u></b>	<b><u>Owner</u></b>	<b><u>Status in Trademark Office</u></b>	<b><u>Serial Number</u></b>	<b><u>Registration Number</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration Date</u></b>
THE PALMETTO	DA-M CHARLESTON OWNER LLC	Published for Opposition on September 5, 2023	97626140	--	October 10, 2022	--

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<sup>2</sup> Registration information to be completed by Administrative Agent upon confirmation by Grantor of registration and receipt of the certificate of registration.