

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Highgate Hotels, L.P.		11/03/2023	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Agent		
Street Address:	225 Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5014634	24 NORTH	
Registration Number:	7176332	HG HIGHGATE	
Registration Number:	3887012	CITYHOUSE	
Registration Number:	4099605	HIGHGATE HOTELS	
Registration Number:	7176331	HIGHGATE	
Registration Number:	5622934	HIGHGATE	
Registration Number:	4902562	GGGG THE GATES	
Registration Number:	4902560	THE GATES	
Registration Number:	6086810	THE COMMENTARY	
Serial Number:	98197796	R	
Serial Number:	98212180	WAIKIKI SWIM & SOCIAL CLUB	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		

CH \$290.00 5014634

Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 063053-0037

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/Angela M. Amaru

DATE SIGNED: 11/03/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 3, 2023, (this “Agreement”), is made by each of the entities listed on the signature pages hereof (each, a “Grantor” and collectively, the “Grantors”) in favor of Alter Domus (US) LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the other Secured Parties.

W I T N E S E T H:

WHEREAS, each Grantor is party to a First Lien Guaranty and Security Agreement, dated as of November 3, 2023, in favor of the Agent (as the same may be amended, restated, supplemented or modified from time to time, (the “Guaranty and Security Agreement”), pursuant to which each Grantor granted to the Agent a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor is required to execute and deliver this Agreement in order to record the security interest granted to the Agent with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition have the meanings given to them (including by reference) 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, hereby grants to the 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;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution or other violation or impairment thereof; and
- (d) the right to receive all proceeds from any of the foregoing, including license fees, royalties, income, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted under this Agreement in any United States “intent-to-use” trademark or service mark application filed pursuant to Section 1(b) of the Lanham Act prior to the filing with and acceptance

by the United States Patent and Trademark Office of a statement of use or an amendment to allege use with respect thereto, solely 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 application or any registration that issues therefrom under applicable federal law of the United States.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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 that any provision of this Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This 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. Any signature to this Agreement or may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

Section 5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

HIGHGATE HOTELS, L.P.
as Grantor

By: Highgate Hotels GP LLC, its general partner

By:  _____

Name: Edward W. Martin III

Title: Authorized Signatory

BEACH CANDY LLC
as Grantor

By:  _____

Name: Edward W. Martin III

Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC
as Agent

By: 
Name:
Title: Matthew Trybula
Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008248 FRAME: 0702

SCHEDULE 1

Mark	Application Number/Registration Number	Filed Date	Owner	Jurisdiction
24 NORTH	5,014,634	10/12/2015	Highgate Hotels, L.P.	USPTO
HG HIGHGATE (stylized)	7,176,332	5/17/2016	Highgate Hotels, L.P.	USPTO
CITYHOUSE (stylized)	3,887,012	2/13/2009	Highgate Hotels, L.P.	USPTO
HIGHGATE HOTELS (stylized)	4,099,605	4/15/2009	Highgate Hotels, L.P.	USPTO
HIGHGATE	7,176,331	5/17/2016	Highgate Hotels, L.P.	USPTO
HIGHGATE HOTELS (stylized)	5,622,934	1/7/2014	Highgate Hotels, L.P.	USPTO
THE GATES & logo	4,902,562	8/21/2014	Highgate Hotels, L.P.	USPTO
THE GATES	4,902,560	8/21/2014	Highgate Hotels, L.P.	USPTO
BEACH CANDY	7,196,894	6/16/2021	Beach Candy LLC	USPTO
R	98/197,796	9/26/2023	Highgate Hotels, L.P.	USPTO
WAIKIKI SWIM & SOCIAL CLUB	98/212,180	10/6/2023	Highgate Hotels, L.P.	USPTO
THE COMMENTARY	6,086,810	5/7/2019	Highgate Hotels, L.P.	USPTO