

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIAMOND RESORTS HOLDINGS, LLC		01/17/2024	Limited Liability Company: NEVADA
HILTON RESORTS CORPORATION		01/17/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Collateral Agent		
Street Address:	Gateway Village-900 Building, 900 W Trade Street		
Internal Address:	MAC Legal Department, Mail Code: NC1-026-06-04		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2678242	LAGOON TOWER	
Registration Number:	5423581	THE QUIN	
Registration Number:	5423582	THE QUIN	
Registration Number:	6667989	CENTUM	
Registration Number:	6479858	DIAMOND LIVE	
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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2238639 TM1		

OP \$140.00 2678242

NAME OF SUBMITTER:	Jenny Lim
SIGNATURE:	/Jenny Lim/
DATE SIGNED:	01/17/2024
Total Attachments: 6 source=Teal - Trademark Security Agreement#page2.tif source=Teal - Trademark Security Agreement#page3.tif source=Teal - Trademark Security Agreement#page4.tif source=Teal - Trademark Security Agreement#page5.tif source=Teal - Trademark Security Agreement#page6.tif source=Teal - Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 17, 2024, by HILTON RESORTS CORPORATION and DIAMOND RESORTS HOLDINGS, LLC (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), 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**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of August 2, 2021 (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 the Grantors are 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, the Grantors hereby agree 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 meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor 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 such Grantor’s right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all registered Trademarks and Trademarks with respect to which applications for registration are pending of such Grantor, including the registered Trademarks and Trademark applications listed on Schedule I attached hereto.

SECTION 3. The 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 the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on 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. This Trademark Security Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures. Each of the parties hereto agrees that any Electronic Signature on or associated with this Trademark Security Agreement shall be valid and binding on each of the parties hereto to the same extent as a manual, original signature, and that this Trademark Security Agreement entered into by Electronic Signature will constitute the legal, valid and binding obligation of each of the parties hereto enforceable

against such party in accordance with the terms hereof to the same extent as if a manually executed original signature was delivered. For purposes hereof, “Electronic Record” and “Electronic Signature” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

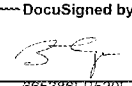
SECTION 6. Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the First Lien Intercreditor Agreement, the provisions of the First Lien Intercreditor Agreement shall control.

[Signature pages follow.]

HILTON RESORTS CORPORATION, as Grantor

DocuSigned by:
By: 
865386F5520E437...
Name: Ben Loper
Title: Senior Vice President and Treasurer

DIAMOND RESORTS HOLDINGS, LLC, as Grantor

DocuSigned by:
By: 
Name: Ben Loper
Title: Senior Vice President and Treasurer

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

By: Michelle D. Diggs
Name: Michelle D. Diggs
Title: Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 008318 FRAME: 0875

**Schedule I
Trademark Registrations**

Trademark Registrations

	Owner	Mark	Registration No.	Registration Date
1.	Hilton Resorts Corporation	LAGOON TOWER	2678242	1/21/2003
2.	Hilton Resorts Corporation	THE QUIN	5423581	3/13/2018
3.	Hilton Resorts Corporation	The Quin logo 	5423582	3/13/2018
4.	Diamond Resorts Holdings, LLC	CENTUM	6667989 ¹	3/8/2022
5.	Diamond Resorts Holdings, LLC	DIAMOND LIVE	6479858 ²	9/7/2021

Trademark Applications

None.

¹ This registration will not be renewed.

² This registration will not be renewed.