

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Empire Hospitality, L.L.C.		12/28/2017	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	BancorpSouth Bank		
Street Address:	201 South Spring Street		
City:	Tupelo		
State/Country:	MISSISSIPPI		
Postal Code:	38804		
Entity Type:	banking corporation: MISSISSIPPI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5352192	E ELYTON HOTEL BIRMINGHAM ALABAMA	
Registration Number:	5352191	ELYTON HOTEL	
Registration Number:	5352075	E	
CORRESPONDENCE DATA			
Fax Number:	2059305101		
<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:	205.930.5282		
Email:	tbush@sirote.com		
Correspondent Name:	Timothy A. Bush, Esq.		
Address Line 1:	2311 Highland Ave. S.		
Address Line 4:	Birmingham, ALABAMA 35205		
NAME OF SUBMITTER:	Timothy A. Bush, Esq.		
SIGNATURE:	/tab/		
DATE SIGNED:	01/02/2018		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into effective as of December 28, 2017, by and between Empire Hospitality, L.L.C., an Alabama limited liability company (the "Grantor") and BancorpSouth Bank, a Mississippi banking corporation (the "Secured Party").

WHEREAS, the Grantor and the Secured Party are among the parties to that certain Loan and Security Agreement dated as of December 28, 2017 (the "Loan Agreement") pursuant to Section 3.7 of which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for the same consideration supporting the Loan Agreement, and in consideration of the covenants made herein, and for other good and valuable consideration, the receipt and full sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

1. Defined Terms. Unless otherwise defined herein, the capitalized terms used in this Agreement have the respective meanings given to them in the Loan Agreement.

2. Grant of Security Interest. The Grantor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of its right, title and interest in, to and under all of its trademarks, trade names, brands, trade dress, uniform resource locators, domain names and addresses, tag lines, designs, graphics, web site content and rights, trade styles, service marks, logos and other source or business identifiers, all goodwill connected with the use of and symbolized thereby, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and including, but not limited to, the following trademarks of the Grantor registered with the United States Patent and Trademark Office (collectively, the "Trademark Property"):

<u>Serial Number</u>	<u>Registration Number</u>	<u>Word Mark</u>
87400895	5352192	E ELYTON HOTEL BIRMINGHAM ALABAMA
87400893	5352191	ELYTON HOTEL
87348586	5352075	E

3. The Loan Agreement. The security interest granted under this Agreement is granted in conjunction with the security interest granted by Grantor in the Collateral under the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Property made and granted hereby are more fully set forth in the Loan Agreement. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions most favorable to the Secured Party, as determined by the Secured Party in its sole discretion, shall control.

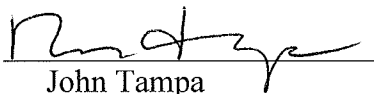
4. Termination. Upon the termination of the Loan Agreement in accordance with the terms thereof, the Secured Party shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and

security interest in the Trademark Property under this Agreement and any other documents reasonably required to evidence the termination of the Secured Party's interest in the Trademark Property.

5. Counterparts. This 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 Agreement by signing and delivering one or more counterparts.

IN WITNESS WHEREOF, this Agreement has been duly signed and delivered as of the date and year first above written by the Borrower and the Secured Party.

EMPIRE HOSPITALITY, L.L.C.,
an Alabama limited liability company

By: 
John Tampa
Manager

BANCORPSOUTH BANK

By: _____
Sam Agnew
Senior Vice President

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Manager

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Sam Agnew
Senior Vice President