

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIGHGATE HOTELS, L.P.		02/15/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	GUGGENHEIM CORPORATE FUNDING, LLC		
Street Address:	330 MADISON AVENUE, 11TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5014634	24 NORTH	
Registration Number:	3978579	CITYHOUSE	
Registration Number:	3887012	CITYHOUSE	
Registration Number:	4099605	HIGHGATE HOTELS	
Registration Number:	4902562	GGGG THE GATES	
Registration Number:	4902560	THE GATES	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	047049-0022		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	02/15/2018		

OP \$165.00 5014634

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 15, 2018, is made by each of the entities listed on the signature pages hereof in favor of Guggenheim Corporate Funding, LLC, a Delaware limited liability company, as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the First Lien Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of February 15, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among Castle Management Holdco LLC, a Delaware limited liability company, Castle Management Borrower LLC, a Delaware limited liability company, the other Credit Parties party thereto, the Lenders from time to time party thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrower (as defined in the First Lien Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a First Lien Guaranty and Security Agreement, dated as of February 15, 2018, in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the First Lien Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 Lenders and the Agent to enter into the First Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the First Lien Credit Agreement, as applicable.

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 of such Grantor, 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 renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other violation thereof.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted under this Agreement in any intent-to-use Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office or 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 Trademark application under applicable federal law of the United States.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security 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.

Section 4. Counterparts. This Trademark Security 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.

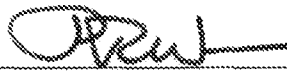
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.,
a Delaware limited partnership, as Grantor

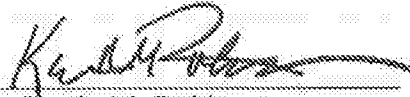
By: Highgate Hotels GP LLC,
a Delaware limited liability company,
its general partner

By: 
Name: Paul R. Womble
Title: Authorized Signatory

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 006274 FRAME: 0188

GUGGENHEIM CORPORATE FUNDING, LLC
as Agent

By: 
Name: Kevin M. Robinson
Title: Attorney-in-Fact

ACKNOWLEDGMENT OF GRANTOR

State of Texas)

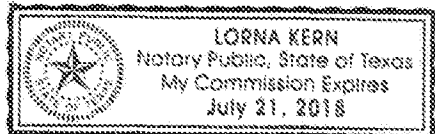
County of Dallas)

ss.

On this 8th day of February, 2018, before me personally appeared Paul R. Womble proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Lorna Kern

Notary Public



[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 006274 FRAME: 0190

Schedule 1

Trademarks

Mark	Registration Number	File Date	Owner	Jurisdiction
24 North	T16000000244	3/11/2016	Highgate Hotels, L.P.	Florida
24 NORTH	5,014,634	10/12/2015	Highgate Hotels, L.P.	USPTO
HG HIGHGATE (stylized)	87/040,519 (application number)	5/17/2016	Highgate Hotels, L.P.	USPTO
CITYHOUSE	3,978,579	2/13/2009	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	87/040,212 (application number)	5/17/2016	Highgate Hotels, L.P.	USPTO
HIGHGATE	15496151	5/31/2016	Highgate Hotels, L.P.	Community Trademark (European)
HG HIGHGATE	15496219	5/31/2016	Highgate Hotels, L.P.	Community Trademark (European)
HIGHGATE HOTELS (stylized)	86/158,774 (application number)	1/7/2014	Highgate Hotels, L.P.	USPTO
HIGHGATE HOTELS (stylized) Class 36	86/420,899 (application number)	10/10/2014	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
HIGHGATE	14194071	6/4/2015	Highgate Hotels, L.P.	Community Trademark (European)
HIGHGATE HOTELS (stylized)	14194195	6/4/2015	Highgate Hotels, L.P.	Community Trademark (European)
HIGHGATE HOTELS	14194179	6/4/2015	Highgate Hotels, L.P.	Community Trademark (European)
RUM ROW	T15000000900	9/13/2015	Highgate Hotels, L.P.	Florida
RUM ROW & Design	T150000001003	9/15/2015	Highgate Hotels, L.P.	Florida