

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489213

| | | | |
|-----------------------------------|---|--|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Lien Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VStar Entertainment Group, LLC | | 08/28/2018 | Limited Liability Company: DELAWARE |
| Cirque Dreams Holdings LLC | | 08/28/2018 | Limited Liability Company: DELAWARE |
| VStar Theatrical, LLC | | 08/28/2018 | Limited Liability Company: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | Mail Code: NC1-026-06-03 900 West Trade | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28255-0001 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 20 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4649722 | CIRQUE DREAMS ROCKS | |
| Registration Number: | 4649721 | CIRQUE DREAMS SPLASHTASTIC | |
| Registration Number: | 4622054 | CIRQUE DREAMS REVEALED | |
| Registration Number: | 4515300 | CIRQUE DREAMS KIDSTIME | |
| Registration Number: | 2945963 | CIRQUE DREAMS | |
| Registration Number: | 3637794 | CIRQUE DREAMS JUNGLE FANTASY | |
| Registration Number: | 3521158 | CIRQUE DREAMS COOBRILA | |
| Registration Number: | 3521159 | CIRQUE DREAMS ILLUMINATION | |
| Registration Number: | 5172214 | CIRQUE DREAMS UNWRAPPED | |
| Registration Number: | 5470711 | CIRQUE DREAMS AND STEAM | |
| Registration Number: | 5470712 | CIRQUE DREAMS EPICUREAN | |
| Registration Number: | 4267019 | PLAY ZONE | |
| Registration Number: | 4267018 | PLAY ZONE | |
| Registration Number: | 2853743 | VEE | |
| Registration Number: | 2236636 | VEE CORPORATION A WORLD OF ENTERTAINMENT | |

OP \$515.00 4649722

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------------|
| Registration Number: | 5157140 | VSTAR |
| Registration Number: | 5157141 | VSTAR ENTERTAINMENT GROUP |
| Serial Number: | 87614739 | CIRQUE DREAMS STORYBOOK |
| Serial Number: | 87669310 | DINOSAUR TIME MACHINE |
| Serial Number: | 87645549 | DINOSAUR TIME TREK |

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Elaine Carrera |
| SIGNATURE: | /Elaine Carrera/ |
| DATE SIGNED: | 09/10/2018 |

Total Attachments: 7

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- source=Cirque - Second Lien Trademark Security Agreement#page2.tif
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- source=Cirque - Second Lien Trademark Security Agreement#page7.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. VStar Entertainment Group, LLC
- 2. Cirque Dreams Holdings LLC
- 3. VStar Theatrical, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-DE; 2. LLC-DE; 3. LLC-MN

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 28, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: Mail Code: NC1-026-06-03 900, West Trade

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

Elaine Carrera

Name of Person Signing

September 7, 2018

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of August 28, 2018, by and among **VSTAR ENTERTAINMENT GROUP, LLC**, a Delaware limited liability company, **CIRQUE DREAMS HOLDINGS LLC**, a Delaware limited liability company, **VSTAR THEATRICAL, LLC**, a Minnesota limited liability company (together with Vstar Entertainment Group, LLC and Cirque Dreams Holdings LLC, each a "Grantor", and collectively, the "Grantors"), and **BANK OF AMERICA, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, each Grantor is party to a Second Lien Pledge and Security Agreement, dated as of July 8, 2015 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Second Lien Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor is 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 continue to extend credit under the Credit Agreement (as defined in the Second Lien Security Agreement), each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien 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 its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto constituting Collateral;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Second Lien 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 Second Lien Security Agreement, and each Grantor hereby acknowledges and affirms 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 Second Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien 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 (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

VSTAR ENTERTAINMENT GROUP, LLC
CIRQUE DREAMS HOLDINGS LLC
VSTAR THEATRICAL, LLC

By: 

Name: Stéphane Lefebvre

Title: Secretary and Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.
as Collateral Agent

By: Mollie S. Canup




Name: Mollie S. Canup
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006433 FRAME: 0474

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|---|---------------------|--|
| Cirque Dreams Holdings LLC | 4649722 | CIRQUE DREAMS ROCKS |
| Cirque Dreams Holdings LLC | 4649721 | CIRQUE DREAMS SPLASHTASTIC |
| Cirque Dreams Holdings LLC | 4622054 | CIRQUE DREAMS REVEALED |
| Cirque Dreams Holdings LLC | 4515300 | CIRQUE DREAMS KIDSTIME |
| Cirque Dreams Holdings LLC | 2945963 | CIRQUE DREAMS |
| Cirque Dreams Holdings LLC | 3637794 | CIRQUE DREAMS JUNGLE FANTASY |
| Cirque Dreams Holdings LLC | 3521158 | CIRQUE DREAMS COOBRIILA |
| Cirque Dreams Holdings LLC | 3521159 | CIRQUE DREAMS ILLUMINATION |
| Cirque Dreams Holdings LLC | 5172214 | CIRQUE DREAMS UNWRAPPED |
| Cirque Dreams Holdings LLC | 5470711 | CIRQUE DREAMS AND STEAM |
| Cirque Dreams Holdings LLC | 5470712 | CIRQUE DREAMS EPICUREAN |
| VStar Theatrical, LLC (f/k/a VEE Corporation) | 4267019 |  |
| VStar Theatrical, LLC (f/k/a VEE Corporation) | 4267018 |  |
| VStar Theatrical, LLC (f/k/a VEE Corporation) | 2853743 | VEE |
| VStar Theatrical, LLC (f/k/a VEE Corporation) | 2236636 | VEE CORPORATION A WORLD OF ENTERTAINMENT |
| Blue Star Media Holdings LLC | 5157140 | VSTAR |
| Blue Star Media Holdings LLC | 5157141 |  |

Applications:

| OWNER | APPLICATION NUMBER | TRADEMARK |
|--------------------------------|-----------------------------|-------------------------|
| Cirque Dreams Holdings LLC | 87/614,739 (Pending ITU) | CIRQUE DREAMS STORYBOOK |
| Vstar Entertainment Group, LLC | 87/669,310 (Pending ITU) | DINOSAUR TIME MACHINE |
| Vstar Entertainment Group, LLC | 87/645,549 (Pending ITU) | DINOSAUR TIME TREK |