

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623134

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Legends Hospitality, LLC		01/29/2021	Limited Liability Company: DELAWARE
MainGate, LLC		01/29/2021	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon
Street Address:	240 Greenwich Street, 7E
Internal Address:	Corporate Finance, Client Service Management
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Banking Corp.: NEW YORK

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4513530	CSL
Registration Number:	4513529	CSL INTERNATIONAL
Registration Number:	4428787	L LEGENDS
Registration Number:	4604038	L LEGENDS
Registration Number:	4604037	L LEGENDS HOSPITALITY
Registration Number:	4627067	L LEGENDS SALES & MARKETING
Registration Number:	4425613	LEGENDS
Registration Number:	4604039	LEGENDS
Registration Number:	5407786	LEGENDS GLOBAL SALES
Registration Number:	4929215	LEGENDS GLOBAL SALES
Registration Number:	4604036	LEGENDS HOSPITALITY
Registration Number:	4667696	LEAF
Registration Number:	4667694	LEGENDS LEAF
Registration Number:	4627066	LEGENDS SALES & MARKETING
Registration Number:	4951958	SEE FOREVER

OP \$515.00 4513530

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4890569	ITEM OF THE GAME
Registration Number:	4890568	ITEM OF THE GAME
Registration Number:	4183018	NITRO JUNKIE
Registration Number:	2882515	MAINGATE
Serial Number:	90144712	VRP L VENUE REINTEGRATION PLATFORM

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: 01/29/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 29th day of January, 2021 by **LEGENDS HOSPITALITY, LLC** and **MAINGATE, LLC** (each a “**Grantor**”) in favor of **THE BANK OF NEW YORK MELLON**, in its capacity as Notes Collateral Agent for the Notes Secured Parties (as defined in the Security Agreement referred to below) (“**Grantee**”):

RECITALS:

WHEREAS, reference is made to that certain Indenture dated as of January 29, 2021 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Indenture**”), by and among Legends Hospitality Holding Company, LLC (the “**Company**”), Legends Hospitality Co-Issuer, Inc. (the “**Co-Issuer**” and, together with the Company, the “**Issuers**”), the Grantors party thereto and The Bank of New York Mellon, as trustee (in such capacity, the “**Trustee**”) and as Notes Collateral Agent;

WHEREAS, pursuant to the Indenture, the Issuers have issued \$400,000,000 aggregate principal amount of 5.000% Senior Secured Notes due 2026 (together with any additional notes issued under the Indenture, the “**Notes**”); and

WHEREAS, pursuant to the terms of a certain Notes Pledge and Security Agreement, dated as of January 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Issuers, the Grantors appearing on the signature pages thereto, each other Grantor party thereto from time to time, and The Bank of New York Mellon, as Notes Collateral Agent, Grantor has granted to Grantee, for the benefit of the Notes Secured Parties, a security interest in substantially all of the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Notes Obligations (as defined in the Security Agreement).

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

1. **Incorporation of Security Agreement.** The Security Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. **Grant and Reaffirmation of Grant of Security Interests.** To secure the payment and performance of the Notes Obligations, Grantor hereby grants to Grantee, for the benefit of the Notes Secured Parties, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, uniform resource locators (“**URLs**”), service marks, certification marks, collective marks, trade dress, logos, other source, goodwill or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing (whether registered or unregistered, whether statutory or

common law and whether established or registered or applied for in the United States or any other country or any political subdivision thereof) including, but not limited to: (i) the registrations and applications referred to in **Schedule I** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, (v) rights corresponding thereto throughout the world and (vi) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, “**Trademarks**”); and

(b) any and all agreements, licenses and covenants providing for the granting of any right in or to Trademarks or otherwise providing for a covenant not to sue or permitting co-existence (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (“**Trademark Licenses**”).

3. **Applicable Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

4. **Conflicts.** To the extent that there is a conflict or inconsistency between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall prevail.

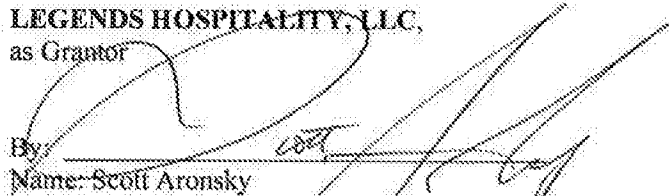
5. **Termination.** Upon (i) the payment in full of all Notes Obligations and (ii) the termination of the Security Agreement in accordance with the provisions thereof, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to each Grantor. Upon any such termination the Notes Collateral Agent shall, at each Grantor’s reasonable expense, execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral, and the Notes Collateral Agent shall take such other actions appropriate in order to effect the foregoing (including the execution and delivery of appropriate UCC termination statements and such other instruments and releases as may be necessary and appropriate to effect such release.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telefacsimile or in electronic format (i.e., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution”, “signed”, “signature” and words of like import in this Agreement relating to the execution and delivery of this Agreement shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

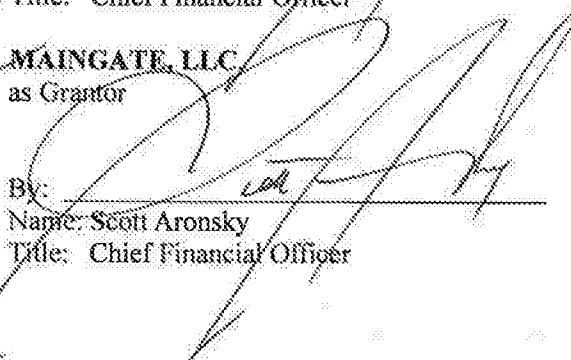
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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LEGENDS HOSPITALITY, LLC,
as Grantor

By: 
Name: Scott Aronsky
Title: Chief Financial Officer

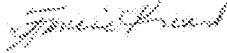
MAINGATE, LLC
as Grantor

By: 
Name: Scott Aronsky
Title: Chief Financial Officer

[Signature page to Trademark Security Agreement]

Agreed and Accepted
As of the Date First Written Above

THE BANK OF NEW YORK MELLON,
as Notes Collateral Agent






By: _____
Name: **FRANCONE KINCAID** _____
Title: **VICE PRESIDENT**

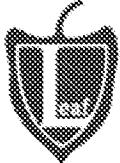

[Signature page to Trademark Security Agreement]

SCHEDULE I


UNITED STATES TRADEMARKS:

Registrations:

Owner	Trademark	Registration Number
Legends Hospitality, LLC	CSL	4513530
Legends Hospitality, LLC	CSL INTERNATIONAL	4513529
Legends Hospitality, LLC	L LEGENDS and design  LEGENDS	4428787
Legends Hospitality, LLC	L LEGENDS and design  LEGENDS	4604038
Legends Hospitality, LLC	L LEGENDS HOSPITALITY and design  LEGENDS HOSPITALITY	4604037
Legends Hospitality, LLC	L LEGENDS SALES & MARKETING and design  LEGENDS SALES & MARKETING	4627067
Legends Hospitality, LLC	LEGENDS	4425613

Legends Hospitality, LLC	LEGENDS	4604039
Legends Hospitality, LLC	LEGENDS GLOBAL SALES	5407786
Legends Hospitality, LLC	LEGENDS GLOBAL SALES	4929215
Legends Hospitality, LLC	LEGENDS HOSPITALITY	4604036
Legends Hospitality, LLC	LEAF and design 	4667696
Legends Hospitality, LLC	LEGENDS LEAF	4667694
Legends Hospitality, LLC	LEGENDS SALES & MARKETING	4627066
Legends Hospitality, LLC	SEE FOREVER	4951958
MainGate, LLC	ITEM OF THE GAME	4890569
MainGate, LLC		4890568
MainGate, LLC	NITRO JUNKIE	4183018
MainGate, LLC	MAINGATE	2882515

Applications:

Owner	Trademark	Serial Number
Legends Hospitality, LLC		90144712