

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647476

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARGARITAVILLE ENTERPRISES, LLC		05/13/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC		
Street Address:	40 WEST 57TH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	90536685	COMPASS ON CAMPUS	
Serial Number:	90536695	COMPASS ON CAMPUS	
Serial Number:	90539251	MARGARITAVILLE RUN	
Serial Number:	90609487	MARGARITAVILLE	
Serial Number:	90609503	LANDSHARK	
Serial Number:	90642356	CLUBHOUSE BY MARGARITAVILLE	
Serial Number:	90642371	CLUBHOUSE BY MARGARITAVILLE	
Serial Number:	90689897	CARIBBEAN SOUL	
Registration Number:	6323359	BREATHE IN, BREATHE OUT, MOVE ON	
Registration Number:	6323233	COMPASS BAR & CHILL	
Serial Number:	88590666	MI CASA ES SU CASA	
Serial Number:	87691616	FINS UP	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, vsantos@orrick.com		
Correspondent Name:	ORRICK, HERRINGTON & SUTCLIFFE LLP		

CH \$315.00 90536685

Address Line 1: 2050 Main Street, Suite 1100
Address Line 4: IRVINE, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER: 35421-12

NAME OF SUBMITTER: Victor Santos

SIGNATURE: /Victor Santos/

DATE SIGNED: 05/17/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 13, 2021 (this "Agreement"), by MARGARITAVILLE ENTERPRISES, LLC, a Delaware limited liability company, having an address at 6900 Turkey Lake Road, Suite 200, Orlando, FL 32819 (the "Grantor"), in favor of HPS Investment Partners, LLC, as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 30, 2018 (as the amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Margaritaville Holdings LLC, as Holdings, Margaritaville Holdings II, LLC, as New Holdings, Margaritaville Enterprises, LLC, as the Borrower, the banks and other financial institutions party thereto, as the Lenders, and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor and the other Loan Parties are party to a Guarantee and Collateral Agreement, dated as of May 30, 2018, in favor of the Administrative Agent (the "Guarantee and Collateral Agreement"), pursuant to which it has guaranteed the Obligations and to which it is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and the premises and to induce the Lenders, and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Credit Agreement or the Guarantee and Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor, whether now owned or existing or hereafter acquired or arising (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos and other source or business identifiers, and all goodwill associated therewith and symbolized by any of the foregoing, (ii) all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I attached hereto, and (iii) all renewals and extensions thereof and all rights to obtain such renewals and extensions;

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

(c) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS).

Section 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature pages follow]


IN WITNESS WHEREOF, the 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.

MARGARITAVILLE ENTERPRISES, LLC,
as Grantor

By: 
Name: Kristen L. Fancher
Title: Chief Legal Officer

ACCEPTED AND AGREED
as of the date first above written:


HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent

By: 
Name: Vikas Keswani
Title: Managing Director

[Signature Page to Trademark Security Agreement]

Schedule I
to
Trademark Security Agreement

New Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filed Date</u>	<u>Goods/Services</u>
COMPASS ON CAMPUS	90/536,685	02-19-2021	36 - Real estate and vacation property management; real estate leasing; housing services, namely, rental of student housing; rental of apartments
COMPASS ON CAMPUS	90/536,695	02-19-2021	37 - Planning and laying out of residential communities; real estate development.
MARGARITAVILLE RUN (and design) 	90/539,251	02-22-2021	41 - Organizing, arranging, and conducting running events
MARGARITAVILLE	90/609,487	03-29-2021	41 - Entertainment in the nature of an amusement park ride; entertainment, namely, amusement park and theme park services
LANDSHARK	90/609,503	03-29-2021	41 - Entertainment in the nature of an amusement park ride; entertainment, namely, amusement park and theme park services
CLUBHOUSE BY MARGARITAVILLE	90/642,356	04-13-2021	36 - Housing services, namely, rental of multifamily housing; Real estate and vacation property management; real estate leasing
CLUBHOUSE BY MARGARITAVILLE	90/642,371	04-13-2021	37 - Planning and laying out of multifamily communities; Real estate development
CARIBBEAN SOUL	90/689,897	2021-05-04	25 - footwear

Trademark Applications for Which Statement of Use Was Filed

<u>Mark Name</u>	<u>Status</u>	<u>App. No.</u>	<u>SOU Filed Date</u>	<u>Filed Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Goods/Services</u>
BREATHE IN, BREATHE OUT, MOVE ON	Registered	88/662,433	02-17-2021	10-21-2019	6,323,359	04-13-2021	25 - T-shirts
COMPASS BAR & CHILL	Registered	88/590,708	02-19-2021	08-23-2019	6,323,233	04-13-2021	43 - Restaurant services
MI CASA ES SU CASA	Allowed	88/590,666	04-07-2021	08-23-2019			43 - Hotel services.
FINS UP	Allowed	87/691,616	04-15-2021	11-20-2017			43 - Restaurant and bar services.