

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Celebration Station OpCo, LLC		07/18/2022	Limited Liability Company: DELAWARE
MJ IP Holdco, LLC		07/18/2022	Limited Liability Company: DELAWARE
The Track Branson OpCo, LLC		07/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Freeport Financial Partners LLC, as Agent		
Street Address:	200 S. Wacker Drive, Suite 925		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4711910	CELEBRATION STATION	
Registration Number:	4711907	CELEBRATION STATION	
Registration Number:	2498344	CELEBRATION STATION	
Registration Number:	2498343	CELEBRATION STATION	
Registration Number:	1974116	CELEBRATION STATION	
Registration Number:	1677948	CELEBRATION STATION FAMILY FUN CENTER	
Registration Number:	1677947	CELEBRATION STATION	
Registration Number:	4748594	MALIBU JACK'S	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		

OP \$215.00 4711910

Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7213.097

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 07/18/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 18, 2022, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Freeport Financial Partners LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 18, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, Holdings, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to the Guaranty and Security Agreement dated as of July 18, 2022 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; 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, the L/C Issuer and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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 mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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") (*provided*, that Trademark Collateral shall not include the Excluded Property):

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions 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, misappropriation, dilution, violation or other impairment thereof.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademark Collateral, this Trademark Security Agreement shall automatically apply thereto. Without limiting each Grantor's obligations under this Section, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 hereto solely to include any such new Trademark Collateral. Notwithstanding the foregoing, no failure to modify this Trademark Security Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

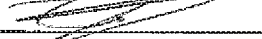
Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or Electronic Transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or Electronic Transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or Electronic Transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 7. 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.

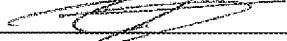
CELEBRATION STATION OPCO, LLC, as a Grantor

By: 
Name: Jason Urband
Title: Vice President

MJ IP HOLDCO, LLC, as a Grantor

By: 
Name: Jason Urband
Title: Vice President

THE TRACK BRANSON OPCO, LLC, as a Grantor

By: 
Name: Jason Urband
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

FREEPORT FINANCIAL PARTNERS LLC,
as Agent

By: 
Name: Stephery Papalas
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
CELEBRATION STATION	86360637	Registered	4711910	03/31/15	Celebration Station Opco, LLC
CELEBRATION STATION	86360489	Registered	4711907	03/31/15	Celebration Station Opco, LLC
CELEBRATION STATION	76160095	Registered	2498344	10/16/01	Celebration Station Opco, LLC
CELEBRATION STATION	76159989	Registered	2498343	10/16/01	Celebration Station Opco, LLC
CELEBRATION STATION	74505971	Registered	1974116	05/14/96	Celebration Station Opco, LLC
CELEBRATION STATION FAMILY FUN CENTER	74153340	Registered	1677948	03/03/92	Celebration Station Opco, LLC
CELEBRATION STATION	74153336	Registered	1677947	03/03/92	Celebration Station Opco, LLC
MALIBU JACK'S	86020858	Registered	4748594	06/02/15	MJ IP Holdco, LLC