

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM760712

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MMGY GLOBAL, LLC		10/07/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NORTHBROOK BANK & TRUST COMPANY, N.A.		
<b>Street Address:</b>	1100 WAUKEGAN ROAD		
<b>City:</b>	NORTHBROOK		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60062		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6362696	MMGY	
<b>Registration Number:</b>	4725114	HOTEL WEEK LA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124607000		
<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>			
<b>Phone:</b>	3124605000		
<b>Email:</b>	slott@seyfarth.com		
<b>Correspondent Name:</b>	Stephen D. Lott		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 8000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	069744-000014		
<b>NAME OF SUBMITTER:</b>	Stephen D. Lott		
<b>SIGNATURE:</b>	/Stephen D. Lott/		
<b>DATE SIGNED:</b>	10/12/2022		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of October 7, 2022 (the “Trademark Agreement”) is executed by MMGY GLOBAL, LLC, a Delaware limited liability company (the “Assignor”), to and for the benefit of NORTHBROOK BANK & TRUST COMPANY, N.A. (the “Agent”) as party to the Second Amended and Restated Guaranty and Collateral Agreement described below.

### RECITALS:

A. Pursuant to a Second Amended and Restated Guaranty and Collateral Agreement, dated October 7, 2022, by and among Assignor, each other Person signatory thereto as a Grantor (the Grantors, Assignor and the Borrowers, each, a “Loan Party” and, collectively, the “Loan Parties”), and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) the Grantors have agreed, subject to the terms and conditions thereof, to pledge certain Collateral as security for the Lenders making certain loans and other financial accommodations to Borrowers (collectively, the “Loan Facilities”) pursuant to that certain Third Amended and Restated Revolving Credit Agreement dated as of the date hereof (the “Credit Agreement”). Capitalized terms used in this Trademark Agreement and not otherwise defined shall have the meanings given to them in the Security Agreement.

B. Under the terms of the Security Agreement, the Assignor has granted to the Agent on behalf of the Lenders, a security interest in, among other property, certain intellectual property of the Assignor, and has agreed to execute and deliver this Trademark Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

C. As a condition to the Agent and Lenders entering into the Credit Agreement and making the Loan Facilities available, the Agent and Lenders require that the Assignor enter into this Trademark Agreement in order to secure the Obligations and performance of the Assignor hereunder and under the Credit Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, which are hereby incorporated herein as true, and the mutual promises and agreements contained herein, the Assignor and the Agent hereby agree as follows:

1. Confirmation of Grant of Security. Assignor hereby confirms the pledge and grant to the Agent of a security interest in and to all of the right, title and interest of Assignor in, to and under the following (the “Trademark Collateral”):

(a) the United States trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor authorizes the Commissioner for Trademarks to record and register this Trademark Agreement upon request by the Agent.

3. Loan Documents. This Trademark Agreement has been entered into pursuant to and in conjunction with the Security Agreement. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Agreement may be executed in counterparts (and by different parties hereto in 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 Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Trademark Agreement.

5. Successors and Assigns. This Trademark Agreement and all rights and liabilities hereunder and in and to any and all Trademark Collateral shall inure to the benefit of the Agent and its successors and permitted assigns, and shall be binding on the Assignor, its administrators, successors and assigns.

6. Governing Law. This Trademark Agreement has been made and entered into in Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois.

7. Duration and Effect. This Trademark Agreement shall remain and continue in full force and effect (notwithstanding, without limitation, the dissolution of Assignor) from the date hereof until all of the Obligations have been paid. Thereupon, this Trademark Agreement shall automatically terminate and the Agent shall release any Trademark Collateral still subject to a lien to secure the Obligations which has not been sold or otherwise disposed of in accordance with the Security Agreement and applied toward the satisfaction of the Obligations hereunder, and the Agent shall release its lien on any such Trademark Collateral, and deliver any necessary assignment executed by the Agent, at the Assignor's expense. Assignor acknowledges

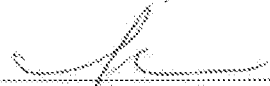
that this Trademark Agreement is and shall be effective upon execution by the Assignor and delivery to and acceptance hereof by the Agent, and it shall not be necessary for the Agent to execute any acceptance hereof or otherwise to signify or express its acceptance hereof to the Assignor.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ASSIGNOR:

**MMGY GLOBAL, LLC**

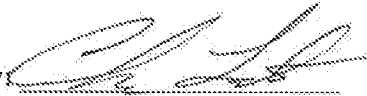
By:  \_\_\_\_\_

Name: Hugh O. McConnell

Title: Secretary

AGREED TO AND ACCEPTED:

**NORTHBROOK BANK & TRUST  
COMPANY, N.A.**

By:   
Chris Latta  
Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007866 FRAME: 0017**

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
MMGY	May 25, 2021	6,362,696
Hotel Week LA	April 21, 2015	4725114