

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM151636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alan Entertainment Holdings, LLC		02/23/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	HPS Investment Partners, LLC, as Administrative Agent		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6892789	TAKE YOUR VOYAGE HOME! TITANIC	
Registration Number:	4739231	TITANIC - WORLD'S LARGEST MUSEUM ATTRACTION -	
Registration Number:	4089647	TOT TITANIC	
Registration Number:	7228926	DIVE TO TITANIC	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	(212)906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M Amaru		
Address Line 1:	c/o Latham & Watkins LLP		
Address Line 2:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	050485-0238		
NAME OF SUBMITTER:	Angela Amaru		
SIGNATURE:	Angela Amaru		
DATE SIGNED:	02/26/2024		

OP \$115.00.00 97002414

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 23, 2024, is made by Alan Entertainment Holdings, LLC, a Delaware limited liability company (“Grantor”), in favor of HPS Investment Partners, LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 6, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Showtime Acquisition, L.L.C., a Delaware limited liability company (the “Borrower”), Showtime Intermediate II, L.L.C., a Delaware limited liability company (“Holdings”), the Lenders and the L/C Issuers from time to time party thereto, the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of February 6, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time the “Guaranty and Security Agreement”), by and among Holdings, the Borrower, the other grantors party thereto and the Administrative Agent, to guarantee the Obligations (as defined in the Guaranty and Security Agreement) of the Borrower and grant a security interest in its Collateral to secure its Secured Obligations; and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined (directly or by reference) in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. 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, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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”):

- (a) all United States registered Trademarks and Trademark applications (other than those relating solely to Foreign Subsidiaries (as defined in the Credit Agreement)), 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, or 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, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use Trademark application or any registration issuing therefrom under applicable United States law, or on any other Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

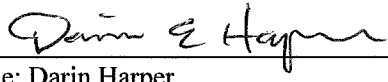
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement or any amendment or any other modification hereof or thereof shall be deemed to include electronic signatures, the keeping of records in electronic form or any other Electronic Transmission, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for 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, and the delivery of an executed counterpart of a signature page to this Agreement by any such means (including ".pdf" or ".tif") shall be as effective as delivery of a manually executed counterpart hereof.

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, 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.

ALAN ENTERTAINMENT HOLDINGS, LLC
as Grantor

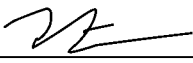
By: 
Name: Darin Harper
Title: Vice President and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008354 FRAME: 0102

ACCEPTED AND AGREED
as of the date first above written:

HPS INVESTMENT PARTNERS, LLC,
as Administrative Agent

By:  _____

Name: Daniel Zevnik

Title: Managing Director

Schedule 1

Country	Title	Registrant/Assignee	Status, Filing Date, App. Serial No. Pub. No. & Date	Pat/Reg No., Issue/Reg Date
TRADEMARKS				
US	MISSION TO TITANIC	Alan Entertainment Holdings, LLC	Allowed ITU Filed: 10/28/20 Serial: 90/284,149	
US	TAKE YOUR VOYAGE HOME! TITANIC and Design	Alan Entertainment Holdings, LLC	Registered Filed: 08/30/21 Serial: 97/002,414	Registered: 11/08/22 Reg. #: 6,892,789
US	TITANIC WORLD'S LARGEST MUSEUM ATTRACTION & design	Alan Entertainment Holdings, LLC	Registered Filed: 10/26/05 Serial: 76/649,199	Registered: 05/19/15 Reg. #: 4,739,231
US	TOT TITANIC Logo	Alan Entertainment Holdings, LLC	Registered Filed: 04/28/10 Serial: 85/025,336	Registered: 01/24/12 Reg. #: 4,089,647
US	TITANIC FROZEN CUSTARD & CHOCOLATE ATTRACTION and Design	Alan Entertainment Holdings, LLC	Pending ITU Filed: 07/12/23 Serial: 98/081,940	
US	TITANIC	Alan Entertainment Holdings, LLC	Published ITU Filed: 10/13/22 Serial: 97/631,391	
US	DIVE TO TITANIC	Alan Entertainment Holdings, LLC	Registered Filed: 10/17/22 Serial: 97/634,453	Registered: 11/28/2023 Reg. #: 7,228,926
US	Miscellaneous Design (Character with Books)	Alan Entertainment Holdings, LLC	Pending ITU Filed: 07/12/23 Serial: 98/081,970	