

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI139391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARD ROCK INTERNATIONAL (USA), INC.		03/29/2024	Corporation: FLORIDA
RECEIVING PARTY DATA			
Company Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT		
Street Address:	900 W TRADE ST		
Internal Address:	GATEWAY VILLAGE 900 BUILDING NC1-026-06-09 (Mac Legal)		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6950545	HARD ROCK	
Registration Number:	7080899	HARD ROCK STADIUM	
Registration Number:	7127806	RESIDENCES AT THE HARD ROCK HOTEL	
Registration Number:	7127805	RESIDENCES AT THE HARD ROCK HOTEL	
Registration Number:	7164684	HARD ROCK DIGITAL	
Registration Number:	7164685	HARD ROCK DIGITAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7145401235		
Email:	kristin.azcona@lw.com, IPDOCKET@LW.COM		
Correspondent Name:	Kristin J. Azcona		
Address Line 1:	650 TOWN CENTER DRIVE, SUITE 2000		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	042541-0074		
NAME OF SUBMITTER:	KRISTIN AZCONA		
SIGNATURE:	KRISTIN AZCONA		

OP \$165.00.00 90112829

DATE SIGNED:	04/02/2024
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 29, 2024, by Hard Rock International (USA), Inc. (the “Pledgor”), in favor of Bank of America, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement dated January 4, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, agreements and provisions contained herein, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral (except to the extent constituting Excluded Property) of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks listed on Schedule I attached hereto made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than (A) contingent indemnification obligations and (B) obligations and liabilities under Secured Cash Management Agreements and Secured Hedge Agreements) and termination of the Security Agreement, this Trademark Security Agreement shall automatically terminate, the Lien created hereunder shall be automatically released and the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form evidencing

the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

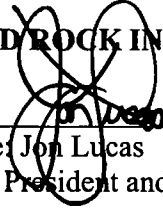
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

HARD ROCK INTERNATIONAL (USA), INC.

By:  _____
Name: Jon Lucas
Title: President and Chief Operating Officer

[Signature Page to Seminole Hard Rock Trademark Security Agreement]

TRADEMARK
REEL: 008387 FRAME: 0625

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: *Lisa Berishaj*

Name: Lisa Berishaj
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registered Trademarks

MARK	JURISDICTION	RECORD OWNER	APP. NO.	REG. NO.	REG. DATE
HARD ROCK & Design (solid line)	U.S.	Hard Rock International (USA) Inc.	90112829	6950545	1/10/2023
HARD ROCK STADIUM	U.S.	Hard Rock International (USA) Inc.	88394524	7080899	6/13/2023
RESIDENCES AT THE HARD ROCK HOTEL	U.S.	Hard Rock International (USA) Inc.	90502786	7127806	8/1/2023
RESIDENCES AT THE HARD ROCK HOTEL & Design	U.S.	Hard Rock International (USA) Inc.	90502758	7127805	8/1/2023
HARD ROCK DIGITAL	U.S.	Hard Rock International (USA) Inc.	90387826	7164684	9/12/2023
HARD ROCK DIGITAL & Design	U.S.	Hard Rock International (USA) Inc.	90387922	7164685	9/12/2023

Trademark Applications

MARK	JURISDICTION	RECORD OWNER	APP. NO.	APP. DATE
ROCKSINO	U.S.	Hard Rock International (USA) Inc.	97891982	4/17/2023
ROCKSINO BY HARD ROCK	U.S.	Hard Rock International (USA) Inc.	97892025	4/17/2023