

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2823820

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	HARD ROCK CAFE INTERNATIONAL (USA), INC.	03/26/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BANK OF AMERICA, N.A., AS COLLATERAL AGENT	
<b>Street Address:</b>	901 MAIN ST., MAIL CODE TX1-492-14-06	
<b>City:</b>	DALLAS	
<b>State/Country:</b>	TEXAS	
<b>Postal Code:</b>	75202-3714	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	14025412
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Email:</b>	marina.kelly@thomsonreuters.com	
<b>Correspondent Name:</b>	ELAINE CARRERA, LEGAL ASSISTANT	
<b>Address Line 1:</b>	80 PINE STREET	
<b>Address Line 2:</b>	C/O CAHILL GORDON & REINDEL LLP	
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10005	
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA, LEGAL ASSISTANT	
<b>SIGNATURE:</b>	/Marina Kelly Thomson Reuters/	
<b>DATE SIGNED:</b>	04/22/2014	
<b>Total Attachments: 6</b>		
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source=183777183_v 1_Seminole HR Patent Security Agreement (2014) (Executed) (2)#page2.tif		
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source=183777183_v 1_Seminole HR Patent Security Agreement (2014) (Executed) (2)#page6.tif		

RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Hard Rock Cafe International (USA), Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) March 26, 2014

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Collateral Agent

Internal Address: \_\_\_\_\_

Street Address: 901 Main St., Mail Code: TX1-492-14-06

City: Dallas

State: TX

Country: USA Zip: 75202-3714

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

14/025,412

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_

Signature

April 22, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## **Patent Security Agreement**

**Patent Security Agreement**, dated as of March 26, 2014, by SEMINOLE HARD ROCK ENTERTAINMENT, INC., SEMINOLE HARD ROCK INTERNATIONAL, LLC and HARD ROCK CAFE INTERNATIONAL (USA), INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), 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”).

### WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (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 Pledgors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree 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 Patent Collateral. Each 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 of such Pledgor:

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

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents 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 Patent 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 as to which

arrangements satisfactory to the applicable Cash Management Bank or Hedge Bank shall have been made) and termination of the Security Agreement, this Patent Security Agreement shall terminate, the Lien created hereunder shall be released and the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts.

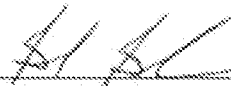
SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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]

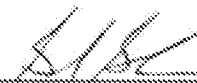
IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

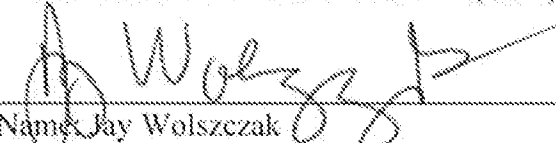
SEMINOLE HARD ROCK ENTERTAINMENT, INC.

By:   
Name: Brad Buchanan  
Title: Executive Vice President, Chief Financial  
Officer & Secretary

SEMINOLE HARD ROCK INTERNATIONAL, LLC

By:   
Name: Brad Buchanan  
Title: Executive Vice President, Chief Financial  
Officer & Secretary

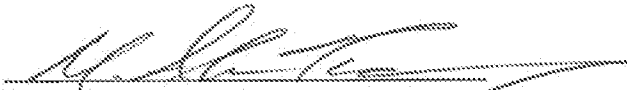
HARD ROCK CAFE INTERNATIONAL (USA), INC.

By:   
Name: Jay Wolszczak  
Title: Vice President of Business Affairs & Secretary

Accepted and Agreed:

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

By:

  
Name: Alan Tapley  
Title: Assistant Vice President

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS AND PATENT APPLICATIONS**

Title	Serial No.	Filing Date	Status
Apparatus and Method for Performing a Timed and Controlled Movement and Positioning of an Object (GUITAR DROP)	14/025,412	9/12/2013	Pending.