

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6940409

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SUCCESSION OF AGENCY (REEL 053605 / FRAME 0415)
RESUBMIT DOCUMENT ID:	506843334
CONVEYING PARTY DATA	
Name	Execution Date
JPMORGAN CHASE BANK, N.A.	08/27/2021
RECEIVING PARTY DATA	
Name:	GOLDMAN SACHS BANK USA, AS COLLATERAL AGENT
Street Address:	200 WEST STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10282
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	9463745
Patent Number:	10207598
PCT Number:	US1553049
Patent Number:	D766157
Patent Number:	D816009
Patent Number:	D775016
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	james.murray@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	DORIS KA
SIGNATURE:	/Doris Ka/
DATE SIGNED:	09/28/2021

Total Attachments: 6

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**PATENT SECURITY INTEREST ASSIGNMENT
AGREEMENT**

THIS PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of this 27th day of August, 2021, by JPMORGAN CHASE BANK, N.A., as the prior Collateral Agent (in such capacity, “Assignor”), in favor of GOLDMAN SACHS BANK USA, as the successor Collateral Agent (in such capacity, “Assignee”).

W I T N E S S E T H

WHEREAS, Assignor is party to the Security Agreement, dated as of August 25, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among HERSCEND ENTERTAINMENT COMPANY, LLC, a Missouri limited liability company (“Lead Borrower”), HERSCEND ADVENTURE HOLDINGS, LLC, a Georgia limited liability company (“HAH”), HARLEM GLOBETROTTERS INTERNATIONAL, INC., a Nevada corporation (“HGI” and, together with the Lead Borrower and HAH, the “Borrowers” and each, a “Borrower”) and the guarantors party thereto, each as pledgors and debtors (the Borrowers and the guarantors party thereto, in such capacities and together with any successors in such capacities, the “Pledgors,” and each, a “Pledgor”), and Assignor;

WHEREAS, pursuant to the Security Agreement and the PT Grant (as defined below), the Pledgors have granted to Assignor a first lien security interest in, and a right of set off against, all of their right, title and interest in, to and under, inter alia, the Patents (including, without limitation, those items listed on Schedule I annexed hereto and made a part hereof) (collectively, the “Patent Collateral”);

WHEREAS, that certain Grant of Security Interest in Patent Rights (the “PT Grant”) made by certain of the Pledgors in favor of the Collateral Agent, with respect to the security interest granted by certain of the Pledgors under the Patent Security Agreement in the Patent Collateral, was recorded with the United States Patent and Trademark Office on August 26, 2020, on Reel No. 053605 / Frame No. 0415;

WHEREAS, effective as of August 27, 2021, Assignor resigned as administrative agent under the Credit Agreement (as defined below) and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Amendment No. 1, dated as of the date hereof (the “Amendment”), among the Borrowers, the lenders party thereto, Assignee and Assignor and the Amended Credit Agreement (together with the Amendment, the “Credit Agreement”) attached as Annex A thereto, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest

under the Security Agreement and the PT Grant, including, without limitation, Assignor's security interest in, and lien on, the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the PT Grant.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in, to and under the Security Agreement and the PT Grant, including, without limitation, all of its security interest in, and lien on, the Patent Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission (e.g., a "PDF" or "TIF") will be effective as delivery of a manually executed counterpart hereof. The words "execution," "signed," "signature," "delivery," and words of like import in this Agreement shall be deemed to include Electronic Signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

JPMORGAN CHASE BANK N.A., as the prior
Collateral Agent

By


Name: Andy Tessera

Title: Vice President

ASSIGNEE:

GOLDMAN SACHS BANK USA, as the current
Collateral Agent

By

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

JPMORGAN CHASE BANK N.A., as the prior
Collateral Agent

By _____
Name: _____
Title: _____

ASSIGNEE:

GOLDMAN SACHS BANK USA, as the current
Collateral Agent

By  _____
Name: Luke Qiu
Title: Authorized Signatory

SCHEDULE I
TO
PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT

HERSCHEND ADVENTURE HOLDINGS, LLC
(Georgia Limited Liability Company)

JPMorgan Chase Bank, N.A. patent security recorded at Reel No. 053605 / Frame No. 0415

United States Patent Registrations and Applications:

	Owner/Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
1.	Herschend Adventure Holdings, LLC	Side Entry Vehicle Systems and Related Components	14869939	09/29/2015	9463745	10/11/2016
2.	Herschend Adventure Holdings, LLC	Vehicle seating system and related methods	15449790	03/03/2017	10207598	02/19/2019
3.	Herschend Adventure Holdings, LLC	Side entry vehicle Systems and related components	PCT/US15/53049	09/29/2015		
4.	Herschend Adventure Holdings, LLC	Roll Cage	29504218	10/02/2014	D766157	09/13/2016
5.	Herschend Adventure Holdings, LLC	Roll Cage	29577536	09/13/2016	D816009	04/24/2018
6.	Herschend Adventure Holdings, LLC	Vehicle Bumper	29504217	10/02/2014	D775016	12/27/2016