

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391633

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------------|----------|----------------|--|
| Pyramid Advisors Limited Partnership | | 07/15/2016 | Limited Partnership: DELAWARE |
| Winegardner & Hammons Hotel Group LLC | | 07/15/2016 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Ares Capital Corporation, as Collateral Agent |
| Street Address: | 245 Park Avenue, 44th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10167 |
| Entity Type: | Corporation: MARYLAND |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------------|
| Registration Number: | 3561631 | PYRAMID HOTEL GROUP |
| Registration Number: | 4903935 | PYRAMID HOTEL GROUP |
| Registration Number: | 3561632 | PYRAMID HOTEL GROUP |
| Registration Number: | 4903936 | PYRAMID HOTEL GROUP |
| Registration Number: | 1369447 | WH |
| Registration Number: | 1375265 | WH WINEGARDNER & HAMMONS, INC. |
| Serial Number: | 87030086 | WH |
| Serial Number: | 87030117 | WH |
| Serial Number: | 87030135 | WH WINEGARDNER & HAMMONS HOTEL GROUP |
| Serial Number: | 87030162 | WH WINEGARDNER & HAMMONS HOTEL GROUP |

CORRESPONDENCE DATA

Fax Number: 6173417701

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.

Phone: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera

CH \$265.00 3561631

Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 07/15/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2016 (this "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof in favor of Ares Capital Corporation, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 15, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Pyramid Management Holdings, LLC, a Delaware limited liability company, Pyramid Management Advisors, LLC, a Delaware limited liability company (the "Borrower"), the other Credit Parties party thereto, the Lenders from time to time party thereto, the Collateral Agent and BMO Harris Bank N.A., as administrative agent (in such capacity, the "Administrative Agent" and collectively with the Collateral Agent, the "Agents"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, dated as of July 15, 2016, in favor of the Collateral Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 of such Grantor, hereby grants to the Collateral 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 of its Trademarks, including those referred to on Schedule 1 hereto; and
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted under this Agreement in any intent-to-use Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office or to the extent that, and solely during the period in

which, the grant of a security interest therein would result in the voiding of, or impair the validity or enforceability of such intent-to-use trademark application or any registration that may issue therefrom under applicable federal law of the United States.

Section 3. 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 Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. 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.

Section 5. 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, each 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.

PYRAMID ADVISORS LIMITED PARTNERSHIP,
as Grantor

By: Pyramid Advisors GP, LLC
Its: General Partner

By: 
Name: Christopher P. Devine
Title: Chief Financial Officer

WINEGARDNER & HAMMONS HOTEL GROUP
LLC, as Grantor

By: 
Name: Christopher P. Devine
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Collateral Agent

By: _____

Name:

Title:


Mitchell Goldstein
Authorized Signatory

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 005835 FRAME: 0414

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

I. Trademark Registrations

| <u>Grantor</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---------------------------------------|---|-------------------------|--------------------------|
| Pyramid Advisors Limited Partnership | Pyramid Hotel Group | 3561631 | 01/13/2009 |
| Pyramid Advisors Limited Partnership | PYRAMID HOTEL GROUP | 4903935 | 02/23/2016 |
| Pyramid Advisors Limited Partnership |  PYRAMID HOTEL GROUP | 3561632 | 01/13/2009 |
| Pyramid Advisors Limited Partnership |  PYRAMID HOTEL GROUP | 4903936 | 02/23/2016 |
| Winegardner & Hammons Hotel Group LLC |  | 1369447 | 11/05/1985 |
| Winegardner & Hammons Hotel Group LLC |  | 1375265 | 12/10/1985 |

II. Trademark Applications

| <u>Grantor</u> | <u>Trademark</u> | <u>Application No.</u> | <u>Application Date</u> |
|---------------------------------------|---|------------------------|-------------------------|
| Winegardner & Hammons Hotel Group LLC |  | 87030086 | 05/09/2016 |

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|---|---|----------|------------|
| Winegardner & Hammons Hotel Group LLC |  | 87030117 | 05/09/2016 |
| Winegardner & Hammons Hotel Group LLC |  | 87030135 | 05/09/2016 |
| Winegardner & Hammons Hotel Group LLC |  | 87030162 | 05/09/2016 |