

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OVATIONS FANFARE, L.P.		04/02/2018	Limited Partnership: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT		
Street Address:	245 Park Avenue, 43rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1757187	MARKET PLACE SALE ORANGE COUNTY MARKET P	
Registration Number:	1848770	MARKET PLACE SALE	
Registration Number:	1685359	MARKET PLACE SALE	
Registration Number:	1856950	ORANGE COUNTY MARKET PLACE	
Registration Number:	1826680	ORANGE COUNTY MARKET PLACE	
Registration Number:	1727674	ORANGE COUNTY MARKET PLACE	
Registration Number:	2202420	ORANGE COUNTY MARKET PLACE	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	040896-0081		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		

OP \$190.00 1757187

DATE SIGNED:	04/23/2018
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of April 2, 2018, (this “**Agreement**”), among Global Spectrum, L.P., a Delaware limited partnership, Ovations Fanfare, L.P., a Pennsylvania limited partnership, Ovations Food Services, L.P., a Pennsylvania limited partnership and Spectra SV Management Company, a Delaware corporation (each, a “**Grantor**”) and Ares Capital Corporation (“**Ares**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of April 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to Spectra Finance, LLC, a Delaware limited liability company (the “**Borrower**”) subject to the terms and conditions set forth in that certain Credit Agreement dated as of April 2, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among Borrower, Spectra Holdings II, LLC, a Delaware limited liability company (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**Lenders**”) and Ares, in its capacities as an issuing bank, the swingline lender and as administrative agent for the Lenders and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all Trademarks, including those Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the Trademarks;
- C. all assets, rights and interests that uniquely reflect or embody the Trademarks;
- D. the right to sue third parties for past, present and future infringements, dilutions or violations of any Trademark; and
- E. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (E) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 3. *Security Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

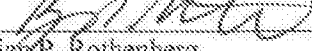
SECTION 4. *Governing Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GLOBAL SPECTRUM, L.P.

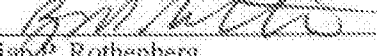
By: Global Spectrum, LLC, its general partner

By: 
Name: Brian P. Rothenberg
Title: President and Secretary


OVATIONS FOOD SERVICES, L.P.

OVATIONS FANFARE, L.P.

By: Ovations Food Services, LLC, its general partner

By: 
Name: Brian P. Rothenberg
Title: President and Secretary

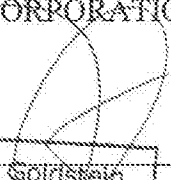
SPECTRA SV MANAGEMENT COMPANY

By: 
Name: Brian P. Rothenberg
Title: President and Secretary

[Signature Page to Trademark Security Agreement]

ARES CAPITAL CORPORATION, as Collateral Agent

By: _____
Name: Mitchell Goldstein
Title: Authorized Signatory



Mitchell Goldstein
Authorized Signatory

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
Global Spectrum, L.P.	2479430	75908775	GLOBAL SPECTRUM
Global Spectrum, L.P.	3587169	78847488	GLOBAL SPECTRUM A SUBSIDIARY OF COMCAST SPECTACOR
Ovations Fanfare, L.P.	1757187	74177180	MARKET PLACE SALE ORANGE COUNTY MARKET PLACE
Ovations Fanfare, L.P.	1848770	74177181	MARKET PLACE SALE
Ovations Fanfare, L.P.	1685359	74177182	MARKET PLACE SALE
Ovations Fanfare, L.P.	1856950	74177183	ORANGE COUNTY MARKET PLACE
Ovations Fanfare, L.P.	1826680	74177184	ORANGE COUNTY MARKET PLACE
Ovations Fanfare, L.P.	1727674	74177185	ORANGE COUNTY MARKET PLACE
Ovations Fanfare, L.P.	2202420	74525379	ORANGE COUNTY MARKET PLACE
Ovations Food Services, L.P.	2782271	76022891	OVATIONS FOOD SERVICES
Ovations Food Services, L.P.	2731817	76438791	OVATIONS CATERING TO THE HIGHEST ACCLAIM
Ovations Food Services, L.P.	4137688	85255801	OVATIONS
Ovations Food Services, L.P.	4137689	85255890	OVATIONS EVERYTHING'S FRESH!
Ovations Food Services, L.P.	4137690	85255915	OVATIONS GAMING FOOD & BEVERAGE MANAGEMENT
Ovations Food Services, L.P.	4123116	85329387	COUNTRYVILLE
Ovations Food Services, L.P.	4165794	85363899	COUNTRYVILLE
Ovations Food Services, L.P.	4165795	85363919	COUNTRYVILLE BAR & GRILL
Ovations Food Services, L.P.	4304630	85669286	OVATIONS GAMING HOSPITALITY MANAGEMENT
Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality	3228467	78422563	BRULEE
Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality	4146340	85431662	BRÛLÉE
Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality	4160475	85432218	BRÛLÉE CATERING BY CHEF JEAN-MARIE LACROIX

Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality	3786052	77733530	GOURMETRO
Spectra SV Management Company	5078838	86613199	S (Stylized)
Spectra SV Management Company	5266429	86613196	SPECTRA