

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VStar Entertainment Group, LLC		08/28/2018	Limited Liability Company: DELAWARE
Cirque Dreams Holdings LLC		08/28/2018	Limited Liability Company: DELAWARE
VStar Theatrical, LLC		08/28/2018	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	Mail Code: NC1-026-06-03 900 West Trade		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4649722	CIRQUE DREAMS ROCKS	
Registration Number:	4649721	CIRQUE DREAMS SPLASHTASTIC	
Registration Number:	4622054	CIRQUE DREAMS REVEALED	
Registration Number:	4515300	CIRQUE DREAMS KIDSTIME	
Registration Number:	2945963	CIRQUE DREAMS	
Registration Number:	3637794	CIRQUE DREAMS JUNGLE FANTASY	
Registration Number:	3521158	CIRQUE DREAMS COOBRILA	
Registration Number:	3521159	CIRQUE DREAMS ILLUMINATION	
Registration Number:	5172214	CIRQUE DREAMS UNWRAPPED	
Registration Number:	5470711	CIRQUE DREAMS AND STEAM	
Registration Number:	5470712	CIRQUE DREAMS EPICUREAN	
Registration Number:	4267019	PLAY ZONE	
Registration Number:	4267018	PLAY ZONE	
Registration Number:	2853743	VEE	
Registration Number:	2236636	VEE CORPORATION A WORLD OF ENTERTAINMENT	

OP \$515.00 4649722

Property Type	Number	Word Mark
Registration Number:	5157140	VSTAR
Registration Number:	5157141	VSTAR ENTERTAINMENT GROUP
Serial Number:	87614739	CIRQUE DREAMS STORYBOOK
Serial Number:	87669310	DINOSAUR TIME MACHINE
Serial Number:	87645549	DINOSAUR TIME TREK

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.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:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	09/10/2018

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS 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):

- 1. VStar Entertainment Group, LLC
- 2. Cirque Dreams Holdings LLC
- 3. VStar Theatrical, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-DE; 2. LLC-DE; 3. LLC-MN

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 28, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: Mail Code: NC1-026-06-03 900, West Trade

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party 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 registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Elaine Carrera

Signature

September 7, 2018

Date

Elaine Carrera

Name of Person Signing

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

7

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

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of August 28, 2018, by and among **VSTAR ENTERTAINMENT GROUP, LLC**, a Delaware limited liability company, **CIRQUE DREAMS HOLDINGS LLC**, a Delaware limited liability company, **VSTAR THEATRICAL, LLC**, a Minnesota limited liability company (together with Vstar Entertainment Group, LLC and Cirque Dreams Holdings LLC, each a "Grantor", and collectively, the "Grantors"), and **BANK OF AMERICA, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, each Grantor is party to a Second Lien Pledge and Security Agreement, dated as of July 8, 2015 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Second Lien Security Agreement"), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to continue to extend credit under the Credit Agreement (as defined in the Second Lien Security Agreement), each Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor 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 Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto constituting Collateral;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Second Lien 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 Second Lien Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, 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 (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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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.

VSTAR ENTERTAINMENT GROUP, LLC
CIRQUE DREAMS HOLDINGS LLC
VSTAR THEATRICAL, LLC

By: 

Name: Stéphane Lefebvre

Title: Secretary and Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A.
as Collateral Agent

By: Mollie S. Canup




Name: Mollie S. Canup
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006433 FRAME: 0474

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Cirque Dreams Holdings LLC	4649722	CIRQUE DREAMS ROCKS
Cirque Dreams Holdings LLC	4649721	CIRQUE DREAMS SPLASHTASTIC
Cirque Dreams Holdings LLC	4622054	CIRQUE DREAMS REVEALED
Cirque Dreams Holdings LLC	4515300	CIRQUE DREAMS KIDSTIME
Cirque Dreams Holdings LLC	2945963	CIRQUE DREAMS
Cirque Dreams Holdings LLC	3637794	CIRQUE DREAMS JUNGLE FANTASY
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Cirque Dreams Holdings LLC	5172214	CIRQUE DREAMS UNWRAPPED
Cirque Dreams Holdings LLC	5470711	CIRQUE DREAMS AND STEAM
Cirque Dreams Holdings LLC	5470712	CIRQUE DREAMS EPICUREAN
VStar Theatrical, LLC (f/k/a VEE Corporation)	4267019	
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VStar Theatrical, LLC (f/k/a VEE Corporation)	2853743	VEE
VStar Theatrical, LLC (f/k/a VEE Corporation)	2236636	VEE CORPORATION A WORLD OF ENTERTAINMENT
Blue Star Media Holdings LLC	5157140	VSTAR
Blue Star Media Holdings LLC	5157141	

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Cirque Dreams Holdings LLC	87/614,739 (Pending ITU)	CIRQUE DREAMS STORYBOOK
Vstar Entertainment Group, LLC	87/669,310 (Pending ITU)	DINOSAUR TIME MACHINE
Vstar Entertainment Group, LLC	87/645,549 (Pending ITU)	DINOSAUR TIME TREK