

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DH Eagles IP LLC		09/12/2022	Limited Liability Company: DELAWARE
Iconic DH IP LLC		09/12/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	60 LIVINGSTON AVENUE EP-MN-WS3D		
City:	ST. PAUL		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	75576475	DON HENLEY	
Serial Number:	75576421	DON HENLEY	
Serial Number:	74629758	EAGLES	
Serial Number:	74629759	EAGLES	
Serial Number:	74703292	EAGLES	
Serial Number:	74703293	EAGLES	
Serial Number:	74629760	EAGLES	
Serial Number:	76053514	EAGLES RECORDING CO.	
Serial Number:	88375650	HOTEL CALIFORNIA	
Serial Number:	87306414	HOTEL CALIFORNIA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6504732629		
Email:	ipcalendardept@omm.com		
Correspondent Name:	Scott Pink		

CH \$265.00 75576475

Address Line 1: 2765 Sand Hill Rd.
Address Line 2: O'Melveny & Myers LLP
Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 0038280-00012

NAME OF SUBMITTER: Emily B. Mills

SIGNATURE: /Emily B. Mills/

DATE SIGNED: 09/21/2022

Total Attachments: 12

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Supplemental Grant of Security Interest in Trademarks

This SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Grant”) is made and entered into as of September 12, 2022 by DH Eagles IP LLC and Iconic DH IP LLC (each, a “Grantor” and collectively, the “Grantors”), in favor of U.S. Bank National Association, a national banking association organized under the laws of the United States, not in its individual capacity, but solely as trustee (the “Trustee”).

WHEREAS, each Grantor is the owner of certain Trademarks included in the Collateral (as such term is defined in the Indenture (as defined below)), including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the “Secured Trademarks”);

WHEREAS, pursuant to the Indenture, dated as of March 19, 2021, as amended and restated by that certain Amended and Restated Indenture, dated as of May 10, 2022 (as further amended, restated or otherwise modified from time to time, the “Indenture”), by and among Iconic Issuer LLC as Issuer, Grantors, certain other Note Parties (as defined therein), the Trustee and U.S. Bank National Association, as securities intermediary, to secure (i) the payment of all amounts on the Notes as such amounts become due in accordance with their terms, (ii) the payment of all other sums payable in accordance with the provisions of the Indenture and (iii) compliance with the provisions of the Indenture (collectively, the “Obligations”), all as provided in the Indenture, each Grantor has granted to the Trustee for the benefit of the Holders of the Notes, a security interest in all of such Grantor’s rights, title and interest in, to and under certain intellectual property of such Grantor, including, without limitation, the Secured Trademarks and the goodwill appurtenant thereto and associated therewith (the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.05 of the Indenture, each Grantor agreed to execute and deliver to the Trustee this Grant for purposes of recording the same with the United States Patent and Trademark Office (or any other office or agency as needed) to confirm, evidence and perfect the security interest in, to and under the Trademark Collateral granted under the Indenture.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture, which are incorporated by reference as if fully set forth herein, to secure the Obligations, each Grantor hereby grants to the Trustee, for the benefit of the Holders of the Notes, a security interest in such Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by such Grantor.

Capitalized terms used in this Grant (including the preamble and the recitals hereto) and not defined in this Grant shall have the meanings assigned to such terms in the Indenture.

1. The parties hereto intend that the Trademark Collateral subject to this Grant is to be considered as Collateral under the Indenture and that this Grant is for recordation, and as applicable, perfection, purposes. The security interests granted pursuant to this Grant are granted in furtherance, and not in limitation, of the security interests granted to the Trustee pursuant to the Indenture and the terms of this Grant shall not modify the applicable terms and conditions of the Indenture, which govern the Trustee’s interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Each Grantor hereby acknowledges the sufficiency and completeness of this Grant to create a security interest in, to and under the Trademark Collateral in favor of the Trustee for the benefit of the Holders of the Notes, and each Grantor hereby requests the United States Patent and Trademark Office (or any other office or agency having jurisdiction) to file and record this Grant together with the annexed Schedule 1.

2. Each Grantor and the Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and shall terminate automatically upon the termination of the Indenture.

3. THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE TRADEMARK LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

4. This Grant may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the undersigned has caused this SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

DH EAGLES IP LLC and
ICONIC DH IP LLC,

as *Grantors*.

By: 

Name: Elizabeth Collins

Title: Authorized Signatory

Schedule 1
Trademarks

[TO BE ATTACHED]

Schedule 1
Trademarks

Trademark	Class(es)	Jurisdiction	Note Party Interest	App. No.	App. Date	Reg. No.	Reg. Date	Status
DON HENLEY	009	United States (USPTO)	Iconic DH IP LLC - 100%	75576475	10/27/1998	2337742	4/4/2000	Registered and renewed
DON HENLEY	041	United States (USPTO)	Iconic DH IP LLC - 100%	75576421	10/27/1998	2359466	6/20/2000	Registered and renewed
EAGLES	009	United States (USPTO)	DH Eagles IP LLC - 50%	74629758	2/3/1995	1947779	1/9/1996	Registered and renewed
EAGLES	009	United States (USPTO)	DH Eagles IP LLC - 50%	74629759	2/3/1995	1960044	3/5/1996	Registered and renewed
EAGLES	016	United States (USPTO)	DH Eagles IP LLC - 50%	74703292	7/19/1995	1995216	8/20/1996	Registered and renewed
EAGLES	025	United States (USPTO)	DH Eagles IP LLC - 50%	74703293	7/19/1995	2161179	6/2/1998	Registered and renewed
EAGLES	041	United States (USPTO)	DH Eagles IP LLC - 50%	74629760	2/3/1995	1944201	12/26/1995	Registered and renewed

Trademark	Class(es)	Jurisdiction	Note Party Interest	App. No.	App. Date	Reg. No.	Reg. Date	Status
EAGLES	009, 016, 025, 041	Australia (IPA)	DH Eagles IP LLC - 50%	668279	7/31/1995	668279	7/31/1995	Registered
EAGLES	009, 016, 025	Canada (CIPPO)	DH Eagles IP LLC - 50%	790002	8/11/1995	TMA533838	9/29/2000	Registered
EAGLES	009, 041	Canada (CIPPO)	DH Eagles IP LLC - 50%	782239	5/5/1995	TMA480524	8/14/1997	Registered
EAGLES	009, 016, 028, 041	Germany (DPMA)	DH Eagles IP LLC - 50%	39529149.6	7/17/1995	39529149	3/4/1996	Registered
EAGLES	009	Ireland (IPO)	DH Eagles IP LLC - 50%	171416	7/31/1995	171416	7/10/1997	Registered
EAGLES	016	Ireland (IPO)	DH Eagles IP LLC - 50%	171417	7/31/1995	171417	7/31/1995	Registered
EAGLES	025	Ireland (IPO)	DH Eagles IP LLC - 50%	171418	7/31/1995	171418	7/31/1995	Registered
EAGLES	041	Ireland (IPO)	DH Eagles IP LLC - 50%	200537	7/1/1996	200537	4/21/1998	Registered

Trademark	Class(es)	Jurisdiction	Note Party Interest	App. No.	App. Date	Reg. No.	Reg. Date	Status
EAGLES	041	Japan (JPO)	DH Eagles IP LLC - 50%	H07-069597	7/10/1995	4054182	9/5/1997	Registered
EAGLES	009	Mexico (IMPI)	DH Eagles IP LLC - 50%	238927	8/1/1995	556323	8/28/1997	Registered
EAGLES	016	Mexico (IMPI)	DH Eagles IP LLC - 50%	239137	8/3/1995	529514	8/28/1996	Registered
EAGLES	025	Mexico (IMPI)	DH Eagles IP LLC - 50%	239138	8/3/1995	529515	8/28/1996	Registered
EAGLES	041	Mexico (IMPI)	DH Eagles IP LLC - 50%	238849	7/31/1995	511500	11/29/199	Registered
EAGLES	009	New Zealand (IPONZ)	DH Eagles IP LLC - 50%	251548	7/21/1995	251548	5/8/1998	Registered
EAGLES	016	New Zealand (IPONZ)	DH Eagles IP LLC - 50%	251549	7/21/1995	251549	11/10/199	Registered
EAGLES	025	New Zealand (IPONZ)	DH Eagles IP LLC - 50%	251550	7/21/1995	251550	10/12/199	Registered

Trademark	Class(es)	Jurisdiction	Note Party Interest	App. No.	App. Date	Reg. No.	Reg. Date	Status
EAGLES	041	New Zealand (IPONZ)	DH Eagles IP LLC - 50%	251551	7/21/1995	251551	5/8/1998	Registered
EAGLES	009	Singapore (IPOS)	DH Eagles IP LLC - 50%	T9507014F	7/31/1995	T9507014F	2/3/1995	Registered
EAGLES	016	Singapore (IPOS)	DH Eagles IP LLC - 50%	T9507015D	7/31/1995	T9507015D	7/19/1995	Registered
EAGLES	025	Singapore (IPOS)	DH Eagles IP LLC - 50%	T9507016B	7/31/1995	T9507016B	7/19/1995	Registered
EAGLES	041	Singapore (IPOS)	DH Eagles IP LLC - 50%	T9507017J	7/31/1995	T9507017J	2/3/1995	Registered
EAGLES	009	South Korea (KIPO)	DH Eagles IP LLC - 50%	4019950029990	8/3/1995	4003728030000	8/21/1997	Registered
EAGLES	041	South Korea (KIPO)	DH Eagles IP LLC - 50%	4119950007607	8/3/1995	4100371970000	7/10/1997	Registered
EAGLES	009	Spain (SPTO)	DH Eagles IP LLC - 50%	1980198	8/2/1995	1980198 MX	11/20/1996	Registered

Trademark	Class(es)	Jurisdiction	Note Party Interest	App. No.	App. Date	Reg. No.	Reg. Date	Status
EAGLES	041	Spain (SPTO)	DH Eagles IP LLC - 50%	1980199	8/2/1995	1980199 M8	1/22/1996	Registered
EAGLES	009, 041	Switzerland (IGE)	DH Eagles IP LLC - 50%	9166/1995	7/20/1995	2P-435681	1/23/1997	Registered
EAGLES	016, 025	Switzerland (IGE)	DH Eagles IP LLC - 50%	9538/1995	8/4/1995	2P-437284	2/27/1997	Registered
EAGLES RECORDING CO.	041	United States (USPTO)	DH Eagles IP LLC - 50%	76053514	5/8/2000	2600152	7/30/2002	Registered and renewed
HOTEL CALIFORNIA	009	United States (USPTO)	DH Eagles IP LLC - 50%	88375650	4/8/2019	5884547	10/15/2019	Registered
HOTEL CALIFORNIA	014, 015, 016, 025, 028	United States (USPTO)	DH Eagles IP LLC - 50%	87306414	1/18/2017	5472692	5/22/2018	Registered
EAGLES	9 16 25 41	Benelux	DH Eagles IP LLC - 50%	852342	7/20/1995	R 576829	7/20/1995	Registered
EAGLES	9	Brazil	DH Eagles IP LLC - 50%	829403469	8/31/2007	829403469	4/22/2020	Registered

Trademark	Class(es)	Jurisdiction	Note Party Interest	App. No.	App. Date	Reg. No.	Reg. Date	Status
EAGLES	3 5 8 9 10 14 16 18 21 22 23 24 25 26 28 34 36 37 40 42	Brazil	DH Eagles IP LLC - 50%	818843497	10/19/1995	818843497	7/7/1998	Registered
EAGLES	41	Brazil	DH Eagles IP LLC - 50%	818652195	8/2/1995	818652195	10/7/1997	Registered
EAGLES	9 15 16 21 25 41	EU	DH Eagles IP LLC - 50%	15501091	6/2/2016	15501091	3/29/2017	Registered
EAGLES	16 25	Finland	DH Eagles IP LLC - 50%	199504721	8/17/1995	204430	2/14/1997	Registered
EAGLES	9 41	Finland	DH Eagles IP LLC - 50%	199504388	7/31/1995	200449	5/15/1996	Registered
EAGLES	9 41	France	DH Eagles IP LLC - 50%	95 566558	4/3/1995	95 566558	4/3/1995	Registered
EAGLES	16	France/ French Polynesia	DH Eagles IP LLC - 50%	96 604430	1/2/1996	96 604430	1/2/1996	Registered

Trademark	Class(es)	Jurisdiction	Note Party Interest	App. No.	App. Date	Reg. No.	Reg. Date	Status
EAGLES	9 16 25 41	Italy	DH Eagles IP LLC - 50%	30201500004132 2	8/3/2015	30201500004132 2	12/13/201 6	Registered
EAGLES	9 16 26 41	Norway	DH Eagles IP LLC - 50%	199504756	7/28/1995	198215	7/1/1999	Registered
EAGLES	9	South Africa	DH Eagles IP LLC - 50%	1995/09153	7/20/1995	1995/09153	10/8/1998	Registered
EAGLES	16	South Africa	DH Eagles IP LLC - 50%	1995/09154	7/20/1995	1995/09154	12/11/199 8	Registered
EAGLES	41	South Africa	DH Eagles IP LLC - 50%	1995/09156	7/20/1995	1995/09156	12/11/199 8	Registered
EAGLES	25	South Africa	DH Eagles IP LLC - 50%	1995/09155	7/20/1995	1995/09155	1/10/2000	Registered
EAGLES	41	South Korea	DH Eagles IP LLC - 50%	56-2007-0011363	6/22/2007	4100371970000	10/30/200 7	Registered
EAGLES	9	South Korea	DH Eagles IP LLC - 50%	50-2007-0010058	6/22/2007	4003728030000	10/23/200 7	Registered

Trademark	Class(es)	Jurisdiction	Note Party Interest	App. No.	App. Date	Reg. No.	Reg. Date	Status
EAGLES	41	South Korea	DH Eagles IP LLC - 50%	51-2007-0001379	6/22/2007	4100371970000	10/23/2007	Registered
EAGLES	9	South Korea	DH Eagles IP LLC - 50%	56-2007-0011364	6/22/2007	4003728030000	3/11/2008	Registered
EAGLES	9 16 25 41	Sweden	DH Eagles IP LLC - 50%	1995/08501	7/28/1995	328400	10/16/1998	Registered
EAGLES	41	Taiwan	DH Eagles IP LLC - 50%	084039399	8/5/1995	00097793	2/1/1998	Registered

TRADEMARK

REEL: 007837 FRAME: 0435

RECORDED: 09/21/2022