### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CS Food Procurement Limited		11/16/2011	COMPANY: CYPRUS

#### **RECEIVING PARTY DATA**

Name:	Fortress Credit Corp., as Administrative Agent		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	CORPORATION: DELAWARE		

#### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4013132	ESTIATORIO MILOS LAS VEGAS
Registration Number:	4013131	ESTIATORIO MILOS LAS VEGAS
Registration Number:	4013130	MILOS LAS VEGAS
Registration Number:	4013129	MILOS LAS VEGAS
Registration Number:	3887447	MARKETA BY COSTAS SPILIADIS
Serial Number:	77603912	MILOS MARKETA
Serial Number:	85321556	COSTAS SPILIADIS
Serial Number:	85037291	MILOS BY COSTAS SPILIADIS

#### **CORRESPONDENCE DATA**

(214)981-3400 Fax Number: Phone: 214-981-3483 Email: dclark@sidley.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

**TRADEMARK** 

REEL: 004661 FRAME: 0665

Correspondent Name: Dusan Clark, Esq. Address Line 1: Sidley Austin LLP Address Line 2: 717 N. Harwood St., Suite 3400 Address Line 4: Dallas, TEXAS 75201 ATTORNEY DOCKET NUMBER: 27472-10680 NAME OF SUBMITTER: Dusan Clark Signature: /Dusan Clark/ 11/16/2011 Date: Total Attachments: 7 source=Fortress\_Milos\_ EXECUTED CS Food Trademark Security Agreement (2)#page1.tif source=Fortress\_Milos\_ EXECUTED CS Food Trademark Security Agreement (2)#page2.tif source=Fortress\_Milos\_ EXECUTED CS Food Trademark Security Agreement (2)#page3.tif source=Fortress\_Milos\_ EXECUTED CS Food Trademark Security Agreement (2)#page4.tif source=Fortress\_Milos\_ EXECUTED CS Food Trademark Security Agreement (2)#page5.tif source=Fortress\_Milos\_ EXECUTED CS Food Trademark Security Agreement (2)#page6.tif source=Fortress\_Milos\_ EXECUTED CS Food Trademark Security Agreement (2)#page7.tif



#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated November 15, 2011, is made by CS Food Procurement Limited, a company organized under the laws of the Republic of Cyprus located at 2 Kritis Street, Office 404, 1060 Nicosia (Cyprus) ("Grantor") in favor of Fortress Credit Corp., a Delaware corporation, located at 1345 Avenue of the Americas, 46<sup>th</sup> floor, New York, NY 10105, as Administrative Agent for certain lenders (in such capacity, together with any permitted successors and assigns, "Secured Party"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Grantor is the applicant or registrant for the trademarks and service marks listed on the annexed <u>Schedule 1A</u> hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Grantor has entered into a Security Agreement, dated as of November 16<sup>TR</sup>, 2011, among Grantor and the other grantors signatory thereto, and Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Grantor has hypothecated and granted to Secured Party, for the benefit of the Administrative Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, the Parties agree as follows:

As collateral security for all of the Obligations, Grantor hereby grants and hypothecates to the Secured Party, for the benefit of the Administrative Agent and the Lenders, a continuing security interest in the Collateral, and Secured Party hereby accepts such security interest from Grantor.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the 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.

This Agreement is made for collateral purposes only. At such time as all Obligations have been fully paid and/or performed, the Secured Party (on behalf of the Lenders) shall execute and deliver to the Grantor, at the Grantor's expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest granted herein (for the benefit of the Lenders) in the Collateral.





REEL: 004661 FRAME: 0667



In the event of an irreconcilable conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

This Agreement shall be governed by, and construed in accordance with, the law of the state of New York applicable to contracts made and to be performed in the state of New York, except as required by mandatory provisions of law and except to the extent that the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular Collateral are governed by the law of a jurisdiction other than the State of New York.

\* \*



Trademark Security Agreement

CS FOOD

ACCUREMENT





IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

## **GRANTOR:**

CS FOOD PROCUREMENT LIMITE CS FOOD

PROCUREMEN

Name: Title:

Has been signed (or minimum) white said by the from Allianasis Neaphytou

whem this person is personal known to me.

Authorised Officer Nicosia

KYPHIANOS KAROLIDES



Signature Page to Trademark Security Agreement

Agreed and Accepted:

FORTRESS CREDIT CORP., as Administrative Append

By: \_\_ Name: Title:

Glenn P. Cummins Chief Financial Officer

Signature Page to Trademark Security Agreement

LA1 2320359





### **CYPRUS**

## CERTIFICATION

Has been signed (profile-singlesture) today witnessed by me from

Ollianosis Neophyton Puns. 1992 E311445

wisom this serson is personal known to me. For witnessing of this

Lapply my signature and official stamp Inday at \_\_\_\_\_\_\_

mo November 2011.

Authorized Officer

KYPRIANCS KAROLIDES



LA ( 2320359



Trademark Security Agreement

CS FOOD IN DESIREMENT LIMITED





# SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT

NO.	MARK	COUNTR Y/STATE	CLASSES	SERIAL NO.	DATE FILED, REG	REG. NO.	STATUS
1.	ESTIATORIO MILOS LAS VEGAS and Design	U.S.	43	77899293	12/22/2009; 8/16/2011	4013132	REGISTERED
	emetero Miloszawa						
2.	ESTIATORIO MILOS LAS VEGAS	U.S.	43	77899280	12/22/2009; 8/16/2011	4013131	REGISTERED
3.	MILOS LAS VEGAS and Design	U.S.	43	77899250	12/22/2009; 8/16/2011	4013130	REGISTERED
	Milosia						
4.	MILOS LAS VEGAS	U.S.	43	77899233	12/22/2609; 8/16/2011	4013129	REGISTERED
S.	MARKETA BY COSTAS SPILIADIS and Design  Warketa	U.S.	43	77798811	8/6/2909; 12/7/2016	3887447	REGISTERED
6.	MILOS MARKETA	U.S.	43	77603912	16/30/2008		FILED/ PENDING

LA1 2320359



Trademark Security Agreement



NO.	MARK	COUNTR	CLASSES	SERIAL NO	DATE FILED: REG	REG. NO	STATUS
7.	COSTAS SPILIADIS	U.S.	43 	85321556	5/16/2011		FILED/ PENDING
\$.	MILOS BY COSTAS SPILIADIS	U,S,	43	85037291	5/13/2010		FILED/ PENDING
9.	MILOS BY COSTAS SPILIADIS	CANADA	.43.	1481133	5/14/2010		SEARCHED/ PENDING
10.	MILOS BY COSTS SPILIADIS	CTM	43	9103086	5/13/2010; 9/28/2010	9103086	REGISTERED

LA1 2320359

**RECORDED: 11/16/2011** 



