

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380079

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Altamarea Intellectual Property, LLC		10/28/2014	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	One South Broad Street, 8th Floor		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19107		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4466194	NICOLETTA	
<b>Registration Number:</b>	4206987	WHITE LABEL BURGER	
<b>Registration Number:</b>	3994838	ALTAMAREA	
<b>Registration Number:</b>	3994837	ALTAMAREA GROUP	
<b>Registration Number:</b>	4578626	OSTERIA MORINI	
<b>Registration Number:</b>	4578625	MAREA	
<b>Registration Number:</b>	4591259	ALTAMAREA GROUP	
<b>Registration Number:</b>	4578624	AI FIORI	
<b>Registration Number:</b>	4591258	ALTAMAREA	
<b>Registration Number:</b>	4634407	COSTATA	
<b>Registration Number:</b>	4759301	RISTORANTE MORINI	
<b>Registration Number:</b>	4856972	VAUCLUSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Susan O'Brien		
<b>Address Line 1:</b>	187 Wolf Road, Suite 101		

OP \$315.00 4466194

**Address Line 2:** CT Lien Solutions  
**Address Line 4:** Albany, NEW YORK 12205

**NAME OF SUBMITTER:** Susan O'Brien

**SIGNATURE:** /Michael Barys/

**DATE SIGNED:** 04/11/2016

**Total Attachments: 8**

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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)/Execution Date(s):

Altamarea Intellectual Property, LLC

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: NY

Execution Date(s) October 28, 2014

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes

Yes

No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: One South Broad Street, 8th Floor

City: Philadelphia

State: PA

Country: USA

Zip: 19107

Association Citizenship: USA

General 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)

3. Nature of conveyance:

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

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

A. Trademark Application No.(s) See Attached Schedule 1

B. Trademark Registration No.(s) See Attached Schedule 1

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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 12

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

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature: \_\_\_\_\_

Signature

April 11, 2016

Date

Total number of pages including cover sheet, attachments, and document: 8

Joanne BL Arnold  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2014, is made by ALTAMAREA INTELLECTUAL PROPERTY, LLC, a New York limited liability company ("Debtor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Bank").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, among Debtor and the other Borrowers named therein, including without limitation Altamarea Group, LLC (Debtor and the other Borrowers are collectively referred to herein as "Borrowers") and the Bank (as amended, restated, supplemented or modified, from time to time, the "Credit Agreement"), the Bank agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement, dated as of the date hereof, among Debtor and the other Borrowers in favor of the Bank (as amended, restated, supplemented or modified, from time to time, the "Security Agreement"), Debtor and the other Borrowers agreed to grant the Bank security and assurance in order to secure the payment and performance of all Indebtedness (as defined in the Security Agreement Agreement) and to that effect granted the Bank a first priority security interest in their respective assets; and

WHEREAS, Debtor desires to execute and deliver this Trademark Security Agreement with respect to its trademarks.

NOW, THEREFORE, in consideration of the premises, Debtor hereby agrees with the Bank as follows

1. GRANT OF SECURITY INTEREST. For valuable consideration, Debtor hereby grants and transfers to Bank a security interest in all of the property of Debtor described as follows (collectively, the "Trademark Collateral"):

(a) all of its trademark or service mark registrations and trademark or service mark applications, including, without limitation, those listed on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark registration and trademark application; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, damages or payments, and all rights to sue and recover at law or in

equity, for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. **OBLIGATIONS SECURED.** The obligations secured hereby are the payment and performance of: (a) all present and future Indebtedness of Debtor to Bank; (b) all obligations of Debtor and rights of Bank under this Agreement; and (c) all present and future obligations of Debtor to Bank of other kinds. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Debtor, or any of them, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement, and whether Debtor may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

3. **TERMINATION.** This Agreement will terminate upon the performance of all obligations of Debtor to Bank, including without limitation, the payment of all Indebtedness of Debtor to Bank, and the termination of all commitments of Bank to extend credit to Debtor, existing at the time Bank receives written notice from Debtor of the termination of this Agreement.

4. **OBLIGATIONS OF BANK.** Bank has no obligation to make any loans hereunder. Any money received by Bank in respect of the Trademark Collateral may be deposited, at Bank's option, into a non-interest bearing account over which Debtor shall have no control, and the same shall, for all purposes, be deemed Trademark Collateral hereunder.

5. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEBTOR.**

(a) Debtor agrees that, except as otherwise expressly permitted by the Credit Agreement, it will not take any action, or knowingly permit any action to be taken by an affiliate of Debtor or any other Person subject to Debtor's control, or fail to take any action, that would affect in a materially adverse way, the validity or enforcement of the rights granted to the Bank under this Trademark Security Agreement.

(b) Debtor represents and warrants that the trademarks listed on Schedule I hereto (the "Trademarks") are owned by Debtor and the Trademarks constitute all of the trademarks registered in the name of or issued to Debtor in the United States. If, before this Trademark Security Agreement shall terminate, Debtor shall register any new trademarks, Debtor shall give to the Bank prompt written notice thereof and shall enter into a supplement to this Trademark Security Agreement incorporating herein such new trademarks.

(c) Debtor hereby agrees that upon the occurrence and during the continuance of an Event of Default, the Bank (or any designee of the Bank) may, pursuant to the exercise of its rights under the Security Agreement, (i) grant such license or licenses relating to the Trademark Collateral for such term or terms, on such conditions, and in such manner, as Bank shall in its discretion deem appropriate, (ii) use

any or all of the Trademarks worldwide without any liability to Debtor for royalties or other related charges and (iii) assign, sell or otherwise dispose of the Trademark Collateral or any part thereof, together with the goodwill of the business to which the Trademarks relate, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Trademark Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect theret. The term of the right to use granted in this Section 5(c) shall extend until the earlier of (i) the expiration of all rights under each of the respective Trademarks securing the indebtedness, or (ii) the indefeasible payment and performance of all obligations of Debtor to Bank including without limitation, the payment of all Indebtedness of Debtor to Bank and the termination of all commitments to extend credit to Debtor. Bank shall have the power to buy the Collateral or any part thereof, and Bank shall also have the power to execute assurances and perform all other acts which Bank may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) Following the occurrence and during the continuance of an Event of Default, the Bank shall have the right, but shall in no way be obligated, to bring suit on behalf of Debtor to enforce the Trademarks and, if the Bank shall commence any such suit, Debtor shall, at the written request of the Bank, do such lawful acts and execute any and all proper documents reasonably necessary in aid of such enforcement and Debtor shall promptly pay, or reimburse and indemnify the Bank upon demand, for all out-of-pocket costs and expenses (including without limitation, reasonable attorneys' fees) incurred by the Bank in the exercise of its rights under this Section 5.

(e) All of Bank's rights and remedies, whether provided under this Agreement, the other Loan Documents, applicable law, or otherwise, shall be cumulative and not exclusive and shall be enforceable alternatively, successively, or concurrently as Bank may deem expedient. No failure or delay on the part of Bank in exercising any of its or their options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. **FILINGS.** Debtor shall deliver to the Bank such other instruments and documents as shall be necessary, in the sole opinion of the Bank, to perfect the interests granted by Debtor to the Bank hereby. Debtor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Bank all documents or instruments and take such further steps necessary or deemed desirable by the Bank to perfect the Bank's security interest in all Trademarks. Debtor authorizes Bank to file financing statements in the name of Debtor to perfect Bank's security interest in Trademark Collateral.

7. **SECURITY AGREEMENT.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement and Debtor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of a conflict between the provisions of this

Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

8. NOTICES. All notices, requests and demands required to be delivered to the Debtor and/or Bank under this Agreement must be in writing and shall be delivered in the manner and to the addresses specified in Section 7.2 of the Credit Agreement.

9. DEFINED TERMS. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Security Agreement as the context shall require.

10. COSTS, EXPENSES AND ATTORNEYS' FEES. Debtor shall pay to Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Bank's in-house counsel), expended or incurred by Bank in connection with (a) the perfection and preservation of the Trademark Collateral or Bank's interest therein, and (b) the realization, enforcement and exercise of any right, power, privilege or remedy conferred by this Agreement, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Bank or any other person) relating to Debtor or in any way affecting any of the Trademark Collateral or Bank's ability to exercise any of its rights or remedies with respect thereto.

11. SUCCESSORS; ASSIGNS; AMENDMENT. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by Bank and Debtor.

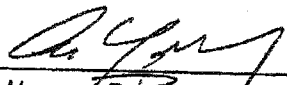
12. SEVERABILITY OF PROVISIONS. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

13. 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, Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALTAMAREA INTELLECTUAL  
PROPERTY LLC, as Debtor

By:   
Name: Ahmad Fekihany  
Title: Manager

ACCEPTED AND AGREED  
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION  
as Bank

By: \_\_\_\_\_  
Name:  
Title:

*[signature page to Trademark Security Agreement]*



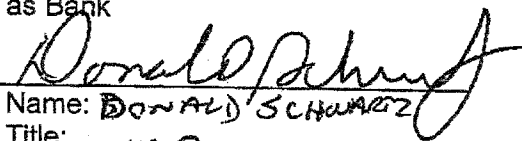
IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALTAMAREA INTELLECTUAL  
PROPERTY LLC, as Debtor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION  
as Bank

By:   
Name: DONALD SCHWARTZ  
Title: SVP

*[signature page to Trademark Security Agreement]*

1. Pending Trademark Applications:

Trademark	Serial Number	Filing Date	Country
Vaucluse	A0054773	November 18, 2015	European Union
Altamarea Group	A0054728	November 17, 2015	European Union
Altamarea	A0054727	November 17, 2015	European Union

2. Registered Trademarks:

Trademark	Serial Number	Registration Number	Filing Date/Registration Date	Country
Nicoletta	85954607	4466194	January 14, 2014	US
White Label Burger	85284361	4206987	September 11, 2012	US
Altamarea	85011900	3994838	July 12, 2011	US
Altamarea Group	85011887	3994837	July 12, 2011	US
Osteria Morini	85954613	4578626	August 5, 2014	US
Marea	85954611	4578625	August 5, 2014	US
Altamarea Group	85954610	4591259	August 26, 2014	US
Ai Fiori	85954609	4578624	August 5, 2014	US
Altamarea	85954608	4591258	August 26, 2014	US
Costata	85954604	4634407	November 4, 2014	US
Ristorante Morini	86418634	4759301	June 23, 2015	US
Vaucluse	86548928	4856972	November 17, 2015	US

3. Licenses:

None.