

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CCSW LLC		04/25/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	ESQUARED HOSPITALITY LLC		
Street Address:	950 THIRD AVENUE, 22ND FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4833607	BY CHLOE.	
CORRESPONDENCE DATA			
Fax Number:	2127986352		
<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:	2123260484		
Email:	agramer@pryorcashman.com		
Correspondent Name:	ALANA GRAMER		
Address Line 1:	7 TIMES SQUARE		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	11418.0007		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/Alana Gramer/		
DATE SIGNED:	04/26/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of April 25, 2016, is made by **CCSW LLC**, a New York limited liability company (herein referred to as "*Grantor*" or "*Debtor*") in favor of **ESQUARED HOSPITALITY LLC**, a Delaware limited liability company ("*Opus*" or "*Lender*") as Lender under that certain Secured Demand Note dated as of the date hereof among the Debtor and Lender (as amended and restated, supplemented or otherwise modified from time to time, the "*Note*").

WHEREAS, as a condition precedent to the making of loans by the Lender under the Note, Grantor has executed and delivered that certain Security Agreement dated as of the date hereof between the Grantor and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Lender a security interest in and to all of Grantor's right, title and interest in and to the following (the "*Collateral*"):

- 1) all Intellectual Property, including:
 - a) all of Secured Party's present and future United States registered copyrights and copyright registrations, all of each Company's present and future United States applications for copyright registrations, and all of Secured Party's present and future copyrights which are not registered in the Copyright Office (collectively, the "Copyrights"), and any and all royalties, payments, and other amounts payable to Company in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;
 - b) all of Company's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;
 - c) all of Company's patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses

(collectively, the "Patents"), all future patents and patent applications, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

- d) all of Company's state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule A, whether registered or unregistered and wherever registered (collectively, the "Trademarks"), all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; provided that any United States intent-to-use trademark applications are excluded to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
 - e) the Company's entire goodwill of or associated with the businesses now or hereafter conducted by Company connected with and symbolized by any of the aforementioned properties and assets;
 - f) all of Company's commercial tort claims associated with or arising out of any of the aforementioned properties and assets;
 - g) all of Company's accounts, all intangible intellectual or other similar property and other general intangibles solely to the extent associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and
 - h) all of Company's products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral; and
- 2) the Proceeds, in cash or otherwise, of any of the property described in the foregoing clause 1 and all liens, security, rights, remedies and claims of Grantor with respect thereto (provided that the grant of a security interest in Proceeds set forth in this subsection 2 shall not be deemed to give the Grantor any right to dispose of any of the Collateral, except as may otherwise be permitted pursuant to the terms of this Security Agreement).

SECTION 2. Security for Liabilities. The grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the payment of the Liabilities (as defined in the Security Agreement) of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the Security Agreement and this IP Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

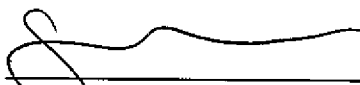
[SIGNATURE PAGE FOLLOWS]

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

Address for Notices:

950 Third Avenue, 22nd Floor
New York, New York 10022

CCSW LLC, a New York limited liability
company, as Debtor

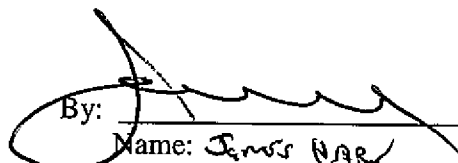
By: 
Name: Samantha Wasser
Its: Manager

(Signature Page to IP Security Agreement)

TRADEMARK
REEL: 005778 FRAME: 0205

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

ESQUARED HOSPITALITY LLC, as Lender

By: 
Name: James HARR
Its: Manager

Address for Notices:

950 Third Avenue, 22nd Floor
New York, New York 10022

(Signature Page to IP Security Agreement)

TRADEMARK
REEL: 005778 FRAME: 0206


**Schedule A to the
IP Security Agreement**

PATENTS:

None.

**Schedule B to the
IP Security Agreement**

TRADEMARKS

Country	Mark	Owner	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Class/Good s/Services
United States of America	BY CHLOE. (AND DESIGN) 	CCSW LLC (NY LLC)	Registered	86/474876	Dec-09-2014	4833607	Oct-13-2015	Class 43 Restaurant and catering services.

**Schedule C to the
IP Security Agreement**

COPYRIGHTS

None.

SCHEDULE C TO THE INTELLECTUAL PROPERTY AGREEMENT

RECORDED: 04/26/2016

**TRADEMARK
REEL: 005778 FRAME: 0209**