

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM411561

|                                   |   |                                |  |
|-----------------------------------|---|--------------------------------|--|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                                |                                |  |
| <b>NATURE OF CONVEYANCE:</b>      | Grant of a Security Interest - Trademarks     |                                |  |
| <b>CONVEYING PARTY DATA</b>       |   |                                |  |
| <b>Name</b>                       | <b>Formerly</b>                               | <b>Execution Date</b>          | <b>Entity Type</b>                     |
| Flo, LLC                          |   | 08/24/2016                     | Limited Liability Company:<br>DELAWARE |
| OTG Experience, LLC               |   | 08/24/2016                     | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |   |                                |  |
| <b>Name:</b>                      | Ares Capital Corporation, as Collateral Agent |                                |  |
| <b>Street Address:</b>            | 245 Park Avenue, 44th Floor                   |                                |  |
| <b>City:</b>                      | New York                                      |                                |  |
| <b>State/Country:</b>             | NEW YORK                                      |                                |  |
| <b>Postal Code:</b>               | 10167   |                                |  |
| <b>Entity Type:</b>               | Corporation: MARYLAND                         |                                |  |
| <b>PROPERTY NUMBERS Total: 28</b> |   |                                |  |
| <b>Property Type</b>              | <b>Number</b>                                 | <b>Word Mark</b>               |  |
| <b>Registration Number:</b>       | 4861235                                       | FOR ALL THE REASONS YOU TRAVEL |  |
| <b>Registration Number:</b>       | 4822315                                       | KOMBU                          |  |
| <b>Registration Number:</b>       | 4828731                                       | VESPER TAVERN                  |  |
| <b>Registration Number:</b>       | 4492101                                       | WIBAR                          |  |
| <b>Registration Number:</b>       | 4724072                                       | XUN SU                         |  |
| <b>Serial Number:</b>             | 86713268                                      | JUST NUTS                      |  |
| <b>Serial Number:</b>             | 86827017                                      | MILES SHOP                     |  |
| <b>Serial Number:</b>             | 86979799                                      | MILES SHOP                     |  |
| <b>Serial Number:</b>             | 86616677                                      | NOLIB TAVERN                   |  |
| <b>Serial Number:</b>             | 86689251                                      | OTGMEDIABAR                    |  |
| <b>Serial Number:</b>             | 86689224                                      | OTGMEDIABAR                    |  |
| <b>Serial Number:</b>             | 86733142                                      | SKILLCINO                      |  |
| <b>Serial Number:</b>             | 86733102                                      | SKILLSINO                      |  |
| <b>Serial Number:</b>             | 86595799                                      | SMARTRUCK                      |  |
| <b>Serial Number:</b>             | 86937226                                      | SUNDAY SUPPER                  |  |
| <b>Serial Number:</b>             | 86713330                                      | TRAVEL MIX                     |  |
| <b>Serial Number:</b>             | 86937245                                      | WHISKEY TANGO BURGER           |  |

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TRADEMARK

| Property Type        | Number   | Word Mark    |
|----------------------|----------|--------------|
| Serial Number:       | 86776401 | FLO KITCHEN  |
| Serial Number:       | 86776375 | FLO MENU     |
| Serial Number:       | 86776484 | FLO PICTURES |
| Serial Number:       | 86776539 | FLO PRO      |
| Serial Number:       | 86753112 | FLO REGISTER |
| Serial Number:       | 86776453 | FLO SERVE    |
| Serial Number:       | 86776431 | FLO TOP      |
| Serial Number:       | 86757400 | FLORES       |
| Registration Number: | 4861218  | FLO          |
| Serial Number:       | 86979844 | FLO 20/20    |
| Serial Number:       | 86753127 | FLO CATER    |

#### CORRESPONDENCE DATA

**Fax Number:** 6173417701

*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:** 617-951-8132

**Email:** linda.salera@morganlewis.com

**Correspondent Name:** Linda A. Salera

**Address Line 1:** One Federal Street

**Address Line 2:** c/o Morgan, Lewis & Bockius LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

|                           |                   |
|---------------------------|-------------------|
| <b>NAME OF SUBMITTER:</b> | Linda A. Salera   |
| <b>SIGNATURE:</b>         | /Linda A. Salera/ |
| <b>DATE SIGNED:</b>       | 01/09/2017        |

#### Total Attachments: 8

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GRANT OF A SECURITY INTEREST – TRADEMARKS

August 24, 2016

WHEREAS, OTG Experience, LLC holds all right, title and interest in the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Schedule A Trademarks”);

WHEREAS, Flo, LLC holds all right, title and interest in the trademarks and service marks listed on the attached Schedule B, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Schedule B Trademarks”);

WHEREAS, OTG Experience, LLC and Flo, LLC are collectively referred to herein as the “Grantors”, and the Schedule A Trademarks and the Schedule B Trademarks are collectively referred to herein as the “Trademarks”;

WHEREAS, the Grantors have entered into a Security Agreement, dated December 11, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Ares Capital Corporation, a Maryland corporation (as successor in interest by assignment from Highbridge Principal Strategies, LLC), as Collateral Agent for itself and the Secured Parties (as defined in the Security Agreement) (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral owned by such Grantor to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed as of the above-written date.

OTG EXPERIENCE, LLC as Grantor

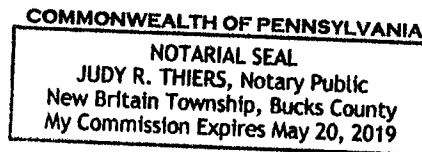
By: CJA/WH  
Name:  
Title:

STATE OF Pennsylvania  
COUNTY OF Bucks ) SS:

Subscribed and sworn to this 24<sup>th</sup> day of August, 2016.

Judy R. Thiers  
Notary Public

My Commission Expires: May 20, 2019



[Signature Page to Supplement to Trademark Security Agreement]



Acknowledged and agreed by:

**ARES CAPITAL CORPORATION**, as Grantee

By 

Name: Ian Fitzgerald

Title: Authorized Signatory

[Signature Page to Supplement to Trademark Security Agreement]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

| REGISTRATION/<br>APPLICATION<br>NUMBER | REGISTRATION/<br>APPLICATION DATE | TRADEMARK                            | STATUS     |
|--|-----------------------------------|--------------------------------------|------------|
| 4,861,235                              | 11/24/2015                        | FOR ALL THE<br>REASONS YOU<br>TRAVEL | Registered |
| 4,822,315                              | 9/29/2015                         | KOMBU                                | Registered |
| 4,828,731                              | 10/6/2015                         | VESPER TAVERN                        | Registered |
| 4,492,101                              | 3/4/2014                          | WIBAR                                | Registered |
| 4,724,072                              | 4/21/2015                         | XUN SU                               | Registered |
| 86-713268                              | 8/3/2015                          | JUST NUTS                            | Pending    |
| 86-827017                              | 11/20/2015                        | MILES SHOP                           | Pending    |
| 86-979799                              | 11/20/2015                        | MILES SHOP                           | Pending    |
| 86-616677                              | 5/1/2015                          | NOLIB TAVERN                         | Pending    |
| 86-689251                              | 7/10/2015                         | OTGMEDIABAR                          | Pending    |
| 86-689224                              | 7/10/2015                         | OTGMEDIABAR<br>(and Design)          | Pending    |
| 86-733,142                             | 8/21/2015                         | SKILLCINO                            | Pending    |
| 86-733,102                             | 8/21/2015                         | SKILLSINO                            | Pending    |
| 86-595799                              | 4/13/2015                         | SMARTRUCK                            | Pending    |



|            |           |                         |         |
|------------|-----------|-------------------------|---------|
| 86-937226  | 3/11/2016 | SUNDAY SUPPER           | Pending |
| 86-713330  | 8/3/2015  | TRAVEL MIX              | Pending |
| 86-937,245 | 3/11/2016 | WHISKEY TANGO<br>BURGER | Pending |

SCHEDULE B TO GRANT OF A SECURITY INTEREST

| REGISTRATION/<br>APPLICATION<br>NUMBER | REGISTRATION/<br>APPLICATION DATE | TRADEMARK    | STATUS  |
|--|-----------------------------------|--------------|---------|
| 86-776,401                             | 10/2/2015                         | FLO KITCHEN  | Pending |
| 86-776,375                             | 10/2/2015                         | FLO MENU     | Pending |
| 86-776,484                             | 10/2/2015                         | FLO PICTURES | Pending |
| 86-776,539                             | 10/2/2015                         | FLO PRO      | Pending |

86-7