

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437717

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GARCES RESTAURANT GROUP, INC.		06/23/2017	Corporation: PENNSYLVANIA
LA CASA CULINARY LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
213T ASSOCIATES, LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
VWONE, LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
GARCES CATERING 300, LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
LATIN QUARTER CONCEPTS, LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
URBANFARM, LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
GR300, LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
GRGAC1, LLC		06/23/2017	Limited Liability Company: NEW JERSEY
GRGAC2, LLC		06/23/2017	Limited Liability Company: NEW JERSEY
GRGAC3, LLC		06/23/2017	Limited Liability Company: NEW JERSEY
GRGDC1, LLC		06/23/2017	Limited Liability Company: DELAWARE
GRGAZ, LLC		06/23/2017	Corporation: DELAWARE
GRGCA, LLC		06/23/2017	Limited Liability Company: DELAWARE
GRGMOORESTOWN, LLC		06/23/2017	Limited Liability Company: DELAWARE
CONDOR LATIN CONCEPTS, LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
GRGDILWORTH, LLC		06/23/2017	Limited Liability Company: DELAWARE
GRGBOOKIES, LLC		06/23/2017	Limited Liability Company: DELAWARE
GRGFC1, LLC		06/23/2017	Limited Liability Company: DELAWARE

CH \$590.00 5157936

Name	Formerly	Execution Date	Entity Type
GRGNY1, LLC		06/23/2017	Limited Liability Company: DELAWARE
GRGNJ1 LIMITED LIABILITY COMPANY		06/23/2017	Limited Liability Company: NEW JERSEY
GRGCHICAGO1, LLC		06/23/2017	Limited Liability Company: DELAWARE
GRGCHUBB1, LLC		06/23/2017	Limited Liability Company: DELAWARE
GRG2401, LLC		06/23/2017	Limited Liability Company: DELAWARE
GRGAC4, LLC		06/23/2017	Limited Liability Company: DELAWARE
GRGNY2, LLC		06/23/2017	Limited Liability Company: DELAWARE
LUNA FARMS, LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
GRAND AVENUE COFFEE, LLC		06/23/2017	Limited Liability Company: DELAWARE
LATIN VALLEY 2130, LLC		06/23/2017	Limited Liability Company: PENNSYLVANIA
GRGWILDWOOD, LLC		06/23/2017	Limited Liability Company: DELAWARE
GARCES BPNY HOLDINGS, LLC		06/23/2017	Limited Liability Company: DELAWARE
GRGKC1, LLC		06/23/2017	Limited Liability Company: DELAWARE
JOSÉ A. GARCES		06/23/2017	INDIVIDUAL: UNITED STATES

#### RECEIVING PARTY DATA

<b>Name:</b>	M&T BANK
<b>Also Known As:</b>	MANUFACTURERS AND TRADERS TRUST COMPANY
<b>Street Address:</b>	One M&T Plaza
<b>City:</b>	Buffalo
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14203-2399
<b>Entity Type:</b>	Chartered Bank: NEW YORK

#### PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
<b>Registration Number:</b>	5157936	24 WOOD FIRED FARE
<b>Registration Number:</b>	4336946	AMADA
<b>Serial Number:</b>	87034088	AMADITA
<b>Registration Number:</b>	5024978	BUENA ONDA

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	4390576	CHIFA
Registration Number:	4303509	DISTRITO
Registration Number:	4382587	GARCES CATERING
Registration Number:	5139095	GARCES FOUNDATION
Registration Number:	4382588	GARCES GROUP
Registration Number:	4052450	GARCES TRADING CO.
Registration Number:	4379766	GARCES TRADING CO.
Serial Number:	86914861	JOSE GARCES
Registration Number:	5003798	LUNA FARM
Serial Number:	87287953	OKATSHE
Serial Number:	87288706	OLON RESTAURANTE
Serial Number:	87127064	ORTZI
Registration Number:	4594334	ROSA BLANCA
Registration Number:	4638567	RURAL SOCIETY
Registration Number:	4845578	THE OLDE BAR
Registration Number:	3536793	TINTO
Registration Number:	4158158	VILLAGE WHISKEY
Registration Number:	5146977	VOLVER
Registration Number:	4477475	YUBOKA

#### CORRESPONDENCE DATA

**Fax Number:** 3059615556

*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:** 3055790558

**Email:** chius@gtlaw.com

**Correspondent Name:** Greenberg Traurig, P.A.

**Address Line 1:** 333 SE 2nd Ave Ste 4400

**Address Line 2:** Attn: Sandy Chiu

**Address Line 4:** Miami, FLORIDA 33131

**ATTORNEY DOCKET NUMBER:** 056037.056700

**NAME OF SUBMITTER:** Sandy Chiu

**SIGNATURE:** /Sandy Chiu/

**DATE SIGNED:** 08/02/2017

#### Total Attachments: 15

source=Jose Garces - fully-executed Intellectual Property Security Agreement#page1.tif

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between M&T Bank, also known as Manufacturers and Traders Trust Company, a New York-chartered bank ("Bank") and Garces Restaurant Group, Inc. d/b/a Garces Group, a Pennsylvania corporation, La Casa Culinary LLC d/b/a Amada, a Pennsylvania limited liability company, 213T Associates, LLC d/b/a Rosa Blanca, a Pennsylvania limited liability company, VWONE, LLC d/b/a Garces Trading Company, a Pennsylvania limited liability company, Garces Catering 300, LLC d/b/a Garces Catering, a Pennsylvania limited liability company, Latin Quarter Concepts, LLC d/b/a Tinto d/b/a Village Whiskey, a Pennsylvania limited liability company, Urbanfarm, LLC d/b/a JG Domestic, a Pennsylvania limited liability company, GR300, LLC d/b/a Volver, a Pennsylvania limited liability company, GRGAC1, LLC d/b/a Amada, a New Jersey limited liability company, GRGAC2, LLC d/b/a Village Whiskey, a New Jersey limited liability company, GRGAC3, LLC d/b/a Distrito Cantina, a New Jersey limited liability company, GRGDC1, LLC, a Delaware limited liability company, GRGAZ, LLC, a Delaware limited liability company, GRGCA, LLC, a Delaware limited liability company, GRGMoorestown, LLC d/b/a Distrito, a Delaware limited liability company, Condor Latin Concepts, LLC, a Pennsylvania limited liability company, GRGDilworth, LLC, a Delaware limited liability company, GRGBookies, LLC, a Delaware limited liability company, GRGFC1, LLC, a Delaware limited liability company, GRGNY1, LLC, a Delaware limited liability company, GRGNJ1 Limited Liability Company, a New Jersey limited liability company, GRGChicago1, LLC, a Delaware limited liability company, GRGChubb1, LLC, a Delaware limited liability company, GRG2401, LLC, a Delaware limited liability company, GRGAC4, LLC, a Delaware limited liability company, GRGNY2, LLC, a Delaware limited liability company, Luna Farms, LLC, a Pennsylvania limited liability company, Grand Avenue Coffee, LLC, a Delaware limited liability company, Latin Valley 2130, LLC, a Pennsylvania limited liability company, GRGWildwood, LLC, a Delaware limited liability company, Garces BPNY Holdings, LLC, a Delaware limited liability company, GRGKC1, LLC, a Delaware limited liability company, and José A. Garces, a United States citizen (each individually referred to as "Obligor," and collectively, as the "Obligors").

as of 6-23-17  
RECITALS

A. Bank and the Obligors have entered into a Forbearance and Amendment to Loan Documents Agreement dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Forbearance Agreement").

B. Pursuant to the terms of the Forbearance Agreement, each Obligor has granted to Bank a security interest in all of such Obligor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Forbearance Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Forbearance Agreement, each Obligor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Forbearance Agreement, each Obligor grants and pledges to Bank a security interest in all of such Obligor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyrights, moral rights, rights of attribution and like protections in a work of authorship or derivative work thereof, whether registered or unregistered and whether published or unpublished, both U.S. and foreign, including, without limitation, those listed on Exhibit A, together with all registrations and recordings thereof and all registration applications for same (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Obligor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications, letters patent and applications for letters patent, and the inventions and improvements therein disclosed, both U.S. and foreign, and any and all divisions, reissues, extensions, continuations and continuations-in-part of said letters patent including, without limitation, those listed on Exhibit B attached hereto (collectively, the "Patents");

(e) All trademarks, trade names, entity names, fictitious names, domain names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers, prints and labels on which any of the foregoing may appear, whether registered or unregistered, both U.S. and foreign, together with all common law rights, all registrations and recordings thereof, all applications in connection therewith, and any goodwill of the business connected with, and symbolized by, any of the foregoing, including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Each Obligor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank. Upon the termination of the Forbearance Agreement in accordance with its terms, Bank shall execute, acknowledge, and deliver to the Obligors an instrument in writing in recordable form releasing the lien and security interest in the Intellectual Property Collateral granted thereunder and under this Agreement.

Each Obligor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which such Obligor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Forbearance Documents. This Agreement has been entered into pursuant to and in conjunction with the Forbearance Agreement, which is hereby incorporated by reference. The provisions of the Forbearance Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Forbearance Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

OBLIGORS:

GARCES RESTAURANT GROUP, INC.



By: Jose A. Garces

Title: President

LA CASA CULINARY LLC



By: Jose A. Garces

Title: Managing Member

213T ASSOCIATES, LLC



By: Jose A. Garces

Title: Managing Member

VWONE, LLC



By: Jose A. Garces

Title: Managing Member

GARCES CATERING 300, LLC



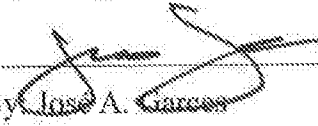
By: Jose A. Garces

Title: Managing Member

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

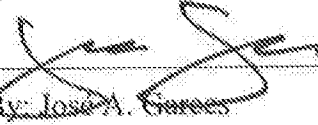


LATIN QUARTER CONCEPTS, LLC

  
By: José A. Garces

Title: Managing Member

URBANFARM, LLC

  
By: José A. Garces

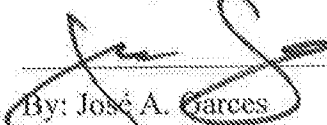
Title: Managing Member

GR300, LLC

  
By: José A. Garces

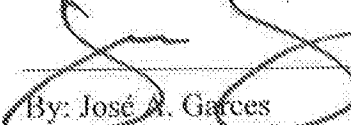
Title: Managing Member

GRGAC1, LLC

  
By: José A. Garces

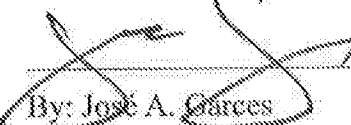
Title: Managing Member

GRGAC2, LLC

  
By: José A. Garces

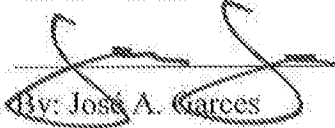
Title: Managing Member

GRGAC3, LLC

  
By: José A. Garces

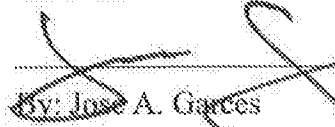
Title: Managing Member

GRGDC1, LLC

  
By: José A. Garces

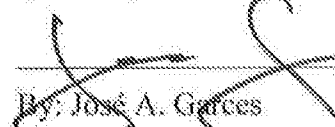
Title: Managing Member

GRGAZ, LLC

  
By: José A. Garces

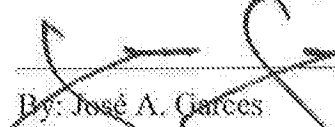
Title: Managing Member

GRGCA, LLC

  
By: José A. Garces


Title: Managing Member

GRGMOORESTOWN, LLC

  
By: José A. Garces

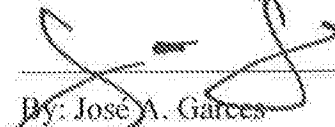
Title: Managing Member

CONDOR LATIN CONCEPTS, LLC

  
By: José A. Garces

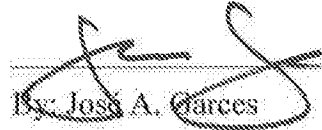
Title: Managing Member

GRGDILWORTH, LLC

  
By: José A. Garces

Title: Managing Member

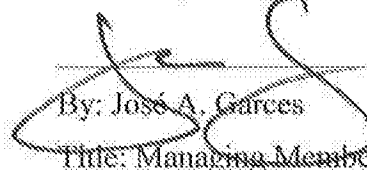
GRGBOOKIES, LLC



By: José A. Garces

Title: Managing Member

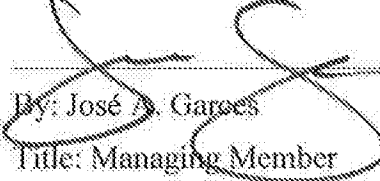
GRGFC1, LLC



By: José A. Garces

Title: Managing Member

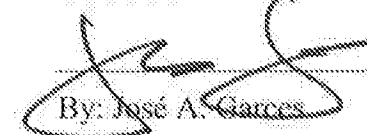
GRGNY1, LLC



By: José A. Garces

Title: Managing Member

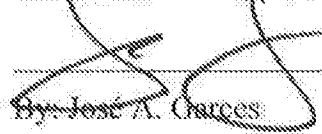
GRGNJ1 LIMITED LIABILITY  
COMPANY



By: José A. Garces

Title: Managing Member

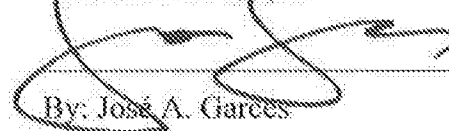
GRGCHICAGO1, LLC



By: José A. Garces

Title: Managing Member

GRGCHUBB1, LLC



By: José A. Garces

Title: Managing Member

GRG2401, LLC

By: José A. Garces

Title: Managing Member

GRGAC4, LLC

By: José A. Garces

Title: Managing Member

GRGNY2, LLC

By: José A. Garces

Title: Managing Member

LUNA FARMS, LLC

By: José A. Garces

Title: Managing Member

GRAND AVENUE COFFEE, LLC

By: José A. Garces

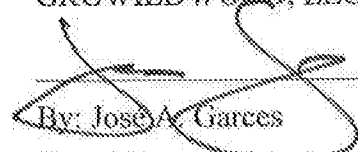
Title: Managing Member

LATIN VALLEY 2130, LLC

By: José A. Garces

Title: Managing Member

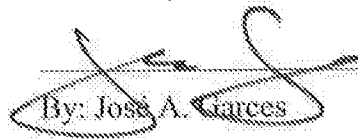
GRGWILDWOOD, LLC

  
By: Jose A. Garces  
Title: Managing Member


GARCES BPNY HOLDINGS, LLC

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

GRGKC1, LLC

  
By: Jose A. Garces  
Title: Sole Member

JOSÉ A. GARCES



BANK:

M&T BANK

By: Irene Novack  
Title: Vice President

GRGWILDWOOD, LLC

By: José A. Garces

Title: Managing Member

GARCES BPNY HOLDINGS, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

GRGKC1, LLC

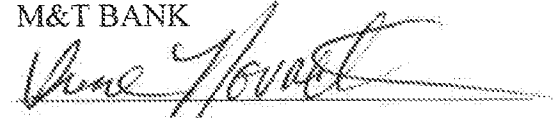
By: José A. Garces

Title: Sole Member

JOSÉ A. GARCES

BANK:

M&T BANK



By: Irene Novack

Title: Vice President

EXHIBIT A  
COPYRIGHTS

Title	Type of Work	Registration No.	Registration Date	Copyright Claimant
Latin Evolution	Text	TX0007010068	02/11/2009	Jose Garces
The Latin Road Home	Text	TX0007639335	12/28/2012	Jose Garces

EXHIBIT B


PATENTS

No patents or patent applications



**EXHIBIT C**  
**TRADEMARKS**

Mark	App. No./ Appl. Date	Reg. No./ Reg. Date	Goods/Services	Owner
24 WOOD FIRED FARE	87/020,748 5/1/2016	5,157,936 3/7/2017	Class 43: restaurant services; bar services	Latin Valley 2130, LLC
AMADA	85/266,422 3/14/2011	4,336,946 5/21/2013	Class 43: restaurant and bar services; restaurant services, namely, providing of food and beverages for consumption on and off the premises	Latin Valley 2130, LLC
AMADITA	87/034,088 5/12/2016		Class 43: café services	Latin Valley 2130, LLC
BUENA ONDA (and  design)	86/580,076 3/29/2015	5,024,978 8/23/2016	Class 43: restaurant services	Latin Valley 2130, LLC
CHIFA (and design) 	85/653,347 6/15/2012	4,390,576 8/27/2013	Class 43: bar services; restaurant services, namely, providing of food and beverages for consumption on and off the premises	Latin Valley 2130, LLC
DISTRITO	85/273,133 3/22/2011	4,303,509 3/19/2013	Class 43: restaurant and bar services; restaurant services, namely, providing of food and beverages for consumption on and off the premises	Latin Valley 2130, LLC
GARCES CATERING	85/690,606 7/30/2012	4,382,587 8/13/2013	Class 43: catering services	Latin Valley 2130, LLC
GARCES FOUNDATION	86/791,675 10/19/2015	5,139,095 2/7/2017	Class 41: charitable foundation services, namely, providing education services in the nature of providing English language instruction, computer education training, workshops in the field of nutrition and restaurant skills. Class 44: charitable foundation services in the nature of charitable health care services, namely, dental care and medical screening programs to immigrants	Latin Valley 2130, LLC
GARCES GROUP	85/690,642 7/30/2012	4,382,588 8/13/2013	Class 35: restaurant management for others	Latin Valley 2130, LLC
GARCES TRADING CO.	85/273,117 3/22/2011	4,052,450 11/8/2011	Class 43: restaurant and bar services; restaurant services, namely, providing of food and beverages for consumption on and off the premises	Latin Valley 2130, LLC
GARCES TRADING	85/808,157	4,379,766	Class 29: cheese; cooking oil; infused oils for	Latin Valley

CO,	12/20/2012	8/6/2013	cooking; jams and marmalades; olive oils, sausages Class 30: cakes, chocolate, coffee beans; dulce de leche; honey; macaroons; pies; salt; vinegar	2130, LLC
JOSE GARCES	86/914,861 2/22/16		Class 41: entertainment in the nature of competitions in the field of cooking; entertainment in the nature of on-going programs in the fields of food preparation, cooking, food and wine, restaurants, entertaining and holiday entertaining accessible by radio, television, satellite, audio, video and computer networks; entertainment services, namely, personal appearances by a chef; entertainment services, namely, providing video podcasts in the field of food preparation, cooking, food and wine, restaurants, entertaining and holiday entertaining; entertainment, namely, a continuing food preparation, cooking, food and wine, restaurants, entertaining and holiday entertaining show broadcast over radio, television, satellite, audio, video and computer networks; providing a website for entertainment purposes featuring photos and non-downloadable videos about food preparation, cooking, food and wine, restaurants, entertaining, and holiday entertaining Class 43: bar services; restaurant services; providing a website featuring information about food preparation	Latin Valley 2130, LLC
LUNA FARM	86/214,220 3/7/2014	5,003,798 7/19/2016	Class 43: catering services	Latin Valley 2130, LLC
OKATSHE	87/287,953 1/3/2017		Class 43: restaurant and bar services	Latin Valley 2130, LLC
OLON RESTAURANTE (and design) 	87/288,706 1/4/2017		Class 43: restaurant and bar services	Latin Valley 2130, LLC
ORTZI	87/127,064 8/4/2016		Class 43: restaurant and bar services	Latin Valley 2130, LLC
ROSA BLANCA	86/058,094 9/6/2013	4,594,334 8/26/2014	Class 43: bar services; restaurant services	Latin Valley 2130, LLC
RURAL SOCIETY	86/206,170 2/27/2014	4,638,567 11/11/2014	Class 43: bar services; restaurant services	Latin Valley 2130, LLC

THE OLDE BAR	86/579,352 3/27/2015	4,845,578 11/3/2015	Class 43: restaurant and bar services	Latin Valley 2130, LLC
TINTO (and design) <b>TINTO</b>	77/449,798 4/16/2008	3,536,793 11/25/2008	Class 43: restaurant services	Latin Valley 2130, LLC
VILLAGE WHISKEY	77/793,471 7/30/2009	4,158,158 6/12/2012	Class 43: restaurant and bar services	Latin Valley 2130, LLC
VOLVER	86/206,142 2/27/2014	5,146,977 2/21/2017	Class 43: bar services; restaurant services	Latin Valley 2130, LLC
YUBOKA	85/949,239 6/3/2013	4,477,475 2/4/2014	Class 43: bar services; restaurant services	Latin Valley 2130, LLC