

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476966

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIPRIANI GROUP, INC.		05/30/2018	Corporation: NEW YORK
ALTUNIS - TRADING, GESTÃO E SERVICOS, SOCIEDADE UNIPessoal, LDA		05/30/2018	Corporation: PORTUGAL

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	5260161	SOCIALISTA
Registration Number:	5259806	CIPRIANI
Registration Number:	5383591	CIPRIANI LE SPECIALITA
Registration Number:	5277174	SWOOP
Registration Number:	4587070	
Registration Number:	4387342	CIPRIANI CLUB RESIDENCES
Registration Number:	4507012	
Registration Number:	3996613	CIPRIANI DOWNTOWN
Registration Number:	3996511	CIPRIANI DOWNTOWN
Registration Number:	3633745	CIPRIANI 42ND STREET
Registration Number:	3633746	CIPRIANI WALL STREET
Registration Number:	4060246	CIPRIANI CLUB RESIDENCES
Registration Number:	3219820	CARPACCIO ALLA CIPRIANI
Registration Number:	4143210	
Registration Number:	3219789	
Registration Number:	4656447	CIPRIANI RESIDENCES

CH \$640.00 5260161

Property Type	Number	Word Mark
Registration Number:	3029740	CIPRIANI BELLINI BASE
Registration Number:	2844146	CIPRIANI WALL STREET
Registration Number:	2195312	
Registration Number:	2297069	CIPRIANI FOOD
Registration Number:	2195057	
Registration Number:	2598197	CIPRIANI DOLCI
Registration Number:	2330449	HARRY CIPRIANI
Registration Number:	4082140	DOWNTOWN
Serial Number:	87567981	YOTTO

CORRESPONDENCE DATA

Fax Number: 2027393001

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: 202.739.5965

Email: joseph.washington@morganlewis.com,
antonio.teixeira@morganlewis.com

Correspondent Name: Joseph E. Washington

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 2: ATTENTION: TMSU

Address Line 4: Washington, D.C. 20004-2541

NAME OF SUBMITTER:	Joseph E. Washington
SIGNATURE:	/Joseph E. Washington/
DATE SIGNED:	06/06/2018

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), effective as of May 30, 2018 is made among **CIPRIANI GROUP, INC.**, a New York corporation (“**CGI**”), **ALTUNIS – TRADING, GESTÃO E SERVIÇOS, SOCIEDADE UNIPessoal, LDA**, a Portuguese company (“**Altunis**”, and together with CGI, each a “**Grantor**” and together, the “**Grantors**”), and **ARES CAPITAL CORPORATION**, a Maryland corporation (“**ARCC**”), as Collateral Agent for the Secured Parties (the “**Collateral Agent**”). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among **CIPRIANI USA, INC.**, a Delaware corporation (the “**Lead Borrower**”), **GIUDECCA S.À R.L.**, a private limited liability company (société à responsabilité limitée) existing and organized under the laws of Luxembourg, having its registered office at 11, Avenue de la Porte-Neuve, L-2227 Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under number B222793 (“**Ultimate Parent Holdco**” and together with Lead Borrower, the “**Borrowers**”), **CIPRIANI INTERNATIONAL S.A.**, a public limited liability company (société anonyme) existing and organized under the laws of Luxembourg, having its registered office at 1, rue Jean Piret, L-2350 Luxembourg and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under number B63839 (“**Parent**”), **C MANAGEMENT S.À R.L.**, a private limited liability company (société à responsabilité limitée) existing and organized under the laws of Luxembourg, having its registered office at 23, rue de Strasbourg, L-2561 Luxembourg and registered with the Luxembourg Register of Commerce and Companies (R.C.S. Luxembourg) under number B163053 (“**Intermediate Parent**”), certain Subsidiaries signatory thereto as Guarantors or hereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party hereto (each a “**Lender**” and, collectively, the “**Lenders**”), and ARCC as Administrative Agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions set forth therein, pursuant to which the Lenders will provide a Term Loan Facility and a Revolving Credit Facility to the Borrowers, as applicable, for the purposes and on the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and certain other affiliates of the Grantors have executed and delivered a U.S. Security Agreement, dated as of May 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including, without limitation, the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

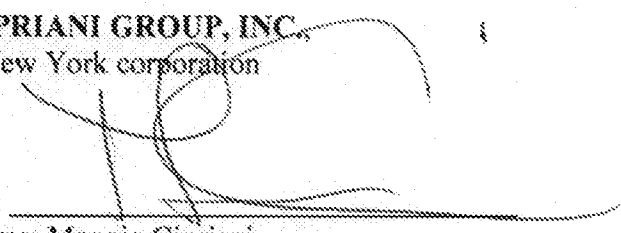
SECTION 5. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 12.19(b) of the Credit Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CIPRIANI GROUP, INC.
a New York corporation

By: 
Name: Maggio Cipriani
Title: President

**ALTUNIS – TRADING, GESTÃO E
SERVIÇOS, SOCIEDADE UNIPESSOAL,
LDA,**

a Portuguese company

By: _____
Name: Arrigo Cipriani
Title: Authorized Signatory

[Signature Page to Trademarks Security Agreement]

TRADEMARK
REEL: 006347 FRAME: 0703

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CIPRIANI GROUP, INC.,
a New York corporation

By: _____
Name: Maggio Cipriani
Title: President

**ALTUNIS – TRADING, GESTÃO E
SERVIÇOS, SOCIEDADE UNIPESSOAL,
LDA,**

a Portuguese company

By: _____
Name: Arrigo Cipriani
Title: Authorized Signatory

[Signature Page to Trademarks Security Agreement]

COLLATERAL AGENT:



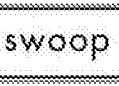

ARES CAPITAL CORPORATION, a
Maryland corporation

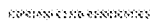


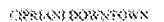
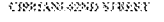
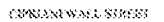

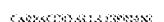
By: _____
Name: _____
Title: _____

Mitchell Goldstein
Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications




Mark	Owner	Status	App./Reg. No.	App./Reg./ Date
<p align="center">YOTTO</p> <p>YOTTO Translation: YACHT</p>	CIPRIANI GROUP, INC.	Pending	App 87567981	App 14-AUG-2017
 <p>Socialista SOCIALISTA Translation: SOCIALIST</p>	CIPRIANI GROUP, INC.	Registered	App 87267278 Reg 5260161	App 13-DEC-2016 Reg 08-AUG-2017
 <p>CIPRIANI CIPRIANI</p>	CIPRIANI GROUP, INC.	Registered	App 87260341 Reg 5259806	App 07-DEC-2016 Reg 08-AUG-2017
 <p>CIPRIANI LE SPECIALITA Translation: CIPRIANI THE SPECIALS, CIPRIANI THE SPECIALTIES</p>	CIPRIANI GROUP, INC.	Registered	App 87260337 Reg 5383591	App 07-DEC-2016 Reg 23-JAN-2018
 <p>SWOOP</p>	CIPRIANI GROUP, INC.	Registered	App 86849745 Reg 5277174	App 15-DEC-2015 Reg 29-AUG-2017
 <p>Design Only</p>	CIPRIANI GROUP, INC.	Registered	App 85956872 Reg 4587070	App 11-JUN-2013 Reg 19-AUG-2014

 CIPRIANI CLUB RESIDENCES	CIPRIANI GROUP, INC.	Registered	App 85799775 Reg 4387342	App 11-DEC-2012 Reg 20-AUG-2013
 Design Only	CIPRIANI GROUP, INC.	Registered	App 85796503 Reg 4507012	App 06-DEC-2012 Reg 01-APR-2014
 CIPRIANI DOWNTOWN	CIPRIANI GROUP, INC.	Registered	App 85147409 Reg 3996613	App 07-OCT-2010 Reg 19-JUL-2011
 CIPRIANI DOWNTOWN	CIPRIANI GROUP, INC.	Registered	App 85124840 Reg 3996511	App 08-SEP-2010 Reg 19-JUL-2011
 CIPRIANI 42ND STREET	CIPRIANI GROUP, INC.	Registered	App 77357198 Reg 3633745	App 20-DEC-2007 Reg 09-JUN-2009
 CIPRIANI WALL STREET	CIPRIANI GROUP, INC.	Registered	App 77357310 Reg 3633746	App 20-DEC-2007 Reg 09-JUN-2009
 CIPRIANI CLUB RESIDENCES	CIPRIANI GROUP, INC.	Registered	App 77234081 Reg 4060246	App 19-JUL-2007 Reg 22-NOV-2011
 CARPACCIO ALLA CIPRIANI Translation: CARPACCIO BY CIPRIANI	CIPRIANI GROUP, INC.	Renewed (Registered) Section 2(F)	App 78824556 Reg 3219820	App 27-FEB-2006 Reg 20-MAR-2007

 Design Only	CIPRIANI GROUP, INC.	Registered	App 78810426 Reg 4143210	App 08-FEB-2006 Reg 15-MAY-2012
 Design Only Cross References: 888	CIPRIANI GROUP, INC.	Renewed (Registered)	App 78808233 Reg 3219789	App 06-FEB-2006 Reg 20-MAR-2007
 CIPRIANI RESIDENCES	CIPRIANI GROUP, INC. ¹	Registered Partial Section 2(F)	App 78585895 Reg 4656447	App 11-MAR-2005 Reg 16-DEC-2014
 CIPRIANI BELLINI BASE	ALTUNIS - TRADING GESTAO E SERVICOS LDA (Portugal)	Renewed (Registered) Section 44(D)	App 76510692 Reg 3029740	App 14-APR-2003 Reg 13-DEC-2005
 CIPRIANI WALL STREET	CIPRIANI GROUP, INC.	Renewed (Registered)	App 75487962 Reg 2844146	App 18-MAY-1998 Reg 25-MAY-2004
 Design Only	CIPRIANI GROUP, INC. ²	Renewed (Registered)	App 75320371 Reg 2195312	App 07-JUL-1997 Reg 13-OCT-1998

¹ NTD: The USPTO lists this trademark as assigned to Eurohypo AG, New York Branch pursuant to an Amended and Restated Acquisition and Building Loan Agreement dated as of June 7, 2006. This agreement is no longer in effect and the Company is in process of correcting the USPTO record.

² NTD: The USPTO lists this trademark as assigned to Credit Suisse First Boston Mortgage Capital LLC pursuant to a 1998 real estate financing. This agreement is no longer in effect and the Company is in process of correcting the USPTO record.

CIPRIANI FOOD	CIPRIANI GROUP, INC. ³	Renewed (Registered) Supplemental Register	App 75285926 Reg 2297069	App 05-MAY-1997 Reg 30-NOV-1999
 Design Only	CIPRIANI GROUP, INC. ⁴	Renewed (Registered)	App 75285927 Reg 2195057	App 05-MAY-1997 Reg 13-OCT-1998
CIPRIANI DOLCI Translation: SWEET	CIPRIANI GROUP, INC. ⁵	Renewed (Registered)	App 75285922 Reg 2598197	App 05-MAY-1997 Reg 23-JUL-2002
	CIPRIANI GROUP, INC. ⁶	Renewed (Registered)	App 74478400 Reg 2330449	App 11-JAN-1994 Reg 21-MAR-2000
	CIPRIANI GROUP, INC. ⁷	Registered	App 85149450 Reg 4082140	App 11-OCT-2010 Reg 10-JAN-2012

³ NTD: The USPTO lists this trademark as assigned to Credit Suisse First Boston Mortgage Capital LLC pursuant to a 1998 real estate financing. This agreement is no longer in effect and the Company is in process of correcting the USPTO record.

⁴ NTD: The USPTO lists this trademark as assigned to Credit Suisse First Boston Mortgage Capital LLC pursuant to a 1998 real estate financing. This agreement is no longer in effect and the Company is in process of correcting the USPTO record.

⁵ NTD: The USPTO lists this trademark as assigned to Credit Suisse First Boston Mortgage Capital LLC pursuant to a 1998 real estate financing. This agreement is no longer in effect and the Company is in process of correcting the USPTO record.

⁶ NTD: The USPTO lists this trademark as assigned to Credit Suisse First Boston Mortgage Capital LLC pursuant to a 1998 real estate financing. This agreement is no longer in effect and the Company is in process of correcting the USPTO record.

⁷ NTD: The USPTO lists this trademark as assigned to Reef Assets, Inc. pursuant to a License Agreement dated as of October 27, 2010. This agreement is no longer in effect and the Company is in process of correcting the USPTO record.

TRADEMARK

RECORDED: 06/06/2018

REEL: 006347 FRAME: 0709