

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524967

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tao Group Operating LLC		05/23/2019	Limited Liability Company: DELAWARE
Tao Group Intermediate Holdings LLC		05/23/2019	Limited Liability Company: DELAWARE
Avenue Hospitality Group LLC		05/23/2019	Limited Liability Company: NEW YORK
Bowery Hospitality Associates LLC		05/23/2019	Limited Liability Company: NEW YORK
Buddha Entertainment, LLC		05/23/2019	Limited Liability Company: DELAWARE
RMNJ Licensing LLC		05/23/2019	Limited Liability Company: DELAWARE
Roof Deck Entertainment LLC		05/23/2019	Limited Liability Company: DELAWARE
RPC Licensing LLC		05/23/2019	Limited Liability Company: NEW YORK
Tao Licensing LLC		05/23/2019	Limited Liability Company: DELAWARE
Stay in Your Lane Holdings, LLC		05/23/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	4 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	4254240	AVE.
Registration Number:	3966806	AVENUE
Registration Number:	5111008	VANDAL
Registration Number:	4550360	WORLD'S LARGEST BACHELORETTE PARTY WLBP

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3617172	LAVO
Registration Number:	5434993	LUCHINI
Registration Number:	5331176	THE HIGHLIGHT ROOM
Registration Number:	5450027	EGGHEAD
Registration Number:	5445090	EGGHEAD
Registration Number:	5020005	MARQUEE
Registration Number:	5578930	MARQUEE
Registration Number:	4525661	SUMMER LOVIN
Registration Number:	5607694	BEATWAVE SUNDAYS
Registration Number:	3975813	BEAUTY & ESSEX
Registration Number:	3197160	THE STANTON SOCIAL
Registration Number:	4256406	ALWAYS A HAPPY ENDING
Registration Number:	2472393	TAO
Registration Number:	3770321	TAO
Registration Number:	5407573	V.I.WE
Serial Number:	86723624	LIMELIGHT
Serial Number:	87213515	THE GROOVEDECK
Serial Number:	87213521	THE GROOVEDECK
Serial Number:	87213483	HIGHLIGHT ROOFTOP
Serial Number:	87464779	KISS & FISH
Serial Number:	87324280	BEATWAVE SUNDAYS
Serial Number:	86306871	BEAUTY & ESSEX
Serial Number:	87852057	BEAUTY & ESSEX
Serial Number:	86582887	TAO
Serial Number:	86306850	TAO
Serial Number:	86105331	TAO
Serial Number:	87541989	MAGIC HOUR
Serial Number:	87552603	LEGASEA
Serial Number:	87620889	SUITE SIXTEEN
Serial Number:	87979587	SUITE SIXTEEN
Serial Number:	88340234	CATHEDRALE
Serial Number:	87545793	KOMA
Serial Number:	88043071	LOOSIES
Serial Number:	88082276	DOUBLE DUTCH
Serial Number:	88165706	FLEUR ROOM

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1087643 TM
NAME OF SUBMITTER:	William M. Schmidt
SIGNATURE:	/William M. Schmidt/
DATE SIGNED:	05/24/2019

Total Attachments: 22

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TRADEMARK SECURITY AGREEMENT dated as of May 23, 2019 (this “Agreement”), among Tao Intermedia Holdings LLC, (“Intermediate Holdings”), Tao Group Holdings LLC (the “Borrower”), the other Subsidiary Loan Parties from time to time party hereto and JPMorgan Chase Bank, N.A. (“JPMCB”), as Administrative Agent and Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of May 23, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Intermediate Holdings, the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent and Collateral Agent, and (b) the Security Agreement, dated as of May 23, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Intermediate Holdings, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and JPMCB, as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Intermediate Holdings and the Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor party hereto did (pursuant to the Collateral Agreement), and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest, but excluding (a) any Intellectual Property (as defined in the Collateral Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade, violate or abandon such Intellectual Property and (b) any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers, designs, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II; and
- (b) all goodwill associated therewith or symbolized thereby.

SECTION 3. Collateral Agreement. This Agreement has been entered into in conjunction with the provisions of, and the security interest granted to the Collateral Agent under, the Collateral Agreement. This Agreement is subject in all respects to the terms and provisions of the Collateral Agreement, including, but not limited to, each Grantor's obligations, representations, warranties and covenants relating to the Trademark Collateral. Each Grantor party hereto acknowledges and agrees that the obligations, representations, warranties and covenants contained in the Collateral Agreement shall not be superseded hereby but shall remain in effect to the extent provided therein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Termination. The security interests granted herein will automatically terminate (and all rights to the Trademark Collateral will revert to each of the applicable Grantors) in accordance with Section 7.12 of the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, execute and deliver to any applicable Grantor as such Grantor may reasonably request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate, at the applicable Grantor's sole cost and expense, with any efforts made by such Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TAO GROUP OPERATING LLC,

by



Name: Noah Tepperberg

Title: Co-President

TAO GROUP INTERMEDIATE HOLDINGS LLC,

by



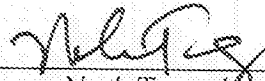
Name: Noah Tepperberg

Title: Co-President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AVENUE HOSPITALITY GROUP, LLC
BOWERY HOSPITALITY
ASSOCIATES LLC
BUDDHA ENTERTAINMENT LLC
RMNJ LICENSING LLC
ROOF DECK ENTERTAINMENT LLC
RPC LICENSING LLC
ROOF DECK AUSTRALIA, LLC
STAY IN YOUR LANE HOLDINGS,
LLC
TAO LICENSING LLC,

by



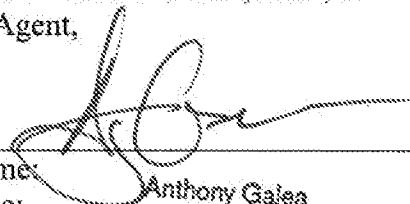
Name: Noah Tepperberg
Title: Co-President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006653 FRAME: 0280

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by



Name: Anthony Galea
Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

[[3913082]]

TRADEMARK
REEL: 006653 FRAME: 0281

SCHEDULE I

Trademarks/Trade Names Owned

i. Avenue Hospitality Group LLC

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Class	Owner	Status/ Registration
1.	AVE.	US Federal	77696005 20 Mar 2009	4254240 04 Dec 2012	43	Avenue Hospitality Group LLC	Registered
2.	AVENUE	US Federal	77696031 20 Mar 2009	3966806 24 May 2011	43	Avenue Hospitality Group LLC	Registered
3.	AVENUE	Australia a [Int TM]	1449732 1089309 17 Aug 2011	1449732 1089309 17 Aug 2011	43	Avenue Hospitality Group LLC	Registered
4.	AVENUE	Australia	1786009 27 July 2016	1786009	41	Avenue Hospitality Group, LLC	Registered
5.		Australia	1786010 27 July 2016	1786010	41	Avenue Hospitality Group, LLC	Registered
6.	AVENUE	Brazil	904316181 02 Dec 2011	904316181 13 Jan 2015	41	Avenue Hospitality Group LLC	Registered
7.	AVENUE	Brazil	904316343 02 Dec 2011	904316343 13 Jan 2015	43	Avenue Hospitality Group LLC	Registered
8.	AVENUE	Int. Design / TM	1089309 17 Aug 2011	1089309 18 Aug 2011	43	Avenue Hospitality Group LLC	Registered
9.	AVENUE	Mexico	1187244 16 Jun 2011	1249961 09 Nov 2011	41	Avenue Hospitality Group LLC	Registered
10	AVENUE	Singapore	T1317849E 06 Nov 2013	T1317849E 06 Nov 2013	43	Avenue Hospitality Group LLC	Registered
11	AVENUE	United Arab Emirates	200641 10 Nov 2013	200641	43	Avenue Hospitality Group LLC	Registered

ii. Bowery Hospitality Associates LLC

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	VANDAL	US Federal	86795918 22 Oct 2015	5111008 27 Dec 2016	43	Bowery Hospitality Associates LLC	Registered

iii. Buddha Entertainment LLC


No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	WORLD'S LARGEST BACHELORETTE PARTY WLBP	US Federal	85934613 16 May 2013	4550360 17 Jun 2014	41	Buddha Entertainment, LLC	Registered

iv. RMNJ Licensing LLC

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	LAVO	US Federal	77411211 03 Mar 2008	3617172 05 May 2009	41 43	RMNJ Licensing LLC	Registered
2.	LAVO	Argentina	3108058 12 Aug 2011	2539087 16 Nov 2012	41	RMNJ Licensing LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
3.	LAVO	Argentina	3108059 12 Aug 2011	2539088 16 Nov 2012	43	RMNJ Licensing LLC	Registered
4.	LAVO	Australia	1676834 24 Feb 2015	1676834 24 Feb 2015	41 43	RMNJ Licensing LLC	Registered
5.	LAVO	Australia [Int. TM]	1450836 08 Aug 2011	1450836 08 Aug 2011	41 43	RMNJ Licensing LLC	Registered
6.	LAVO	Int: TM	1089982 08 Aug 2011	1089982 08 Aug 2011	41 43	RMNJ Licensing LLC	Registered
7.	LAVO	Canada	1546668 05 Oct 2011	TMA852438 04 Jun 2013	41 43	RMNJ Licensing LLC	Registered
8.	LAVO	Canada	1805766 21 Oct 2016	N/A	41 43	RMNJ Licensing LLC	Pending
9.	LAVO	China [Int.TM]	1089982 08 Aug 2011	1089982 08 Aug 2011	41 43	RMNJ Licensing LLC	Registered
10.	LAVO	European Union [Int.TM]	1089982 08 Aug 2011	1089982 08 Aug 2011	41 43	RMNJ Licensing LLC	Registered
11.	LAVO	Hong Kong	301998596 09 Aug 2011	301998596 15 Mar 2012	41 43	RMNJ Licensing LLC	Registered
12.	LAVO	India	2189198 11 Aug 2011	1109904 01 Aug 2013	41	RMNJ Licensing LLC	Registered
13.	LAVO	India	2189199 11 Aug 2011	1109304 30 Jul 2013	43	RMNJ Licensing LLC	Registered
14.	LAVO	Indonesia	J002017044 006 12 Sept 2017	N/A	43	RMNJ Licensing LLC	Pending
15.	LAVO	Indonesia	J002017044 004 12 Sept 2017	N/A	41	RMNJ Licensing LLC	Pending
16.	LAVO	Italy [Int.TM]	1089982 08 Aug 2011	1089982 08 Aug 2011	41 43	RMNJ Licensing LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
17.	LAVO	Japan [Int. TM]	1089982 08 Aug 2011	1089982 08 Aug 2011	41 43	RMNJ Licensing LLC	Registered
18.	LAVO	Macau	N58690 15 Aug 2011	N58690 27 Feb 2012	41	RMNJ Licensing LLC	Registered
19.	LAVO	Macau	N58691 15 Aug 2011	N58691 27 Feb 2012	43	RMNJ Licensing LLC	Registered
20.	LAVO	Mexico	1201904 09 Aug 2011	1264105 30 Jan 2012	41	RMNJ Licensing LLC	Registered
21.	LAVO	Mexico	1201905 09 Aug 2011	1260099 11 Jan 2012	43	RMNJ Licensing LLC	Registered
22.	LAVO	Philippines	420155032 42 Jun 15 2015	4201550324 2 Jan 7 2016	41 43	RMNJ Licensing LLC	Registered
23.	LAVO	Russia [Int.TM]	1089982 08 Aug 2011	1089982 08 Aug 2011	41 43	RMNJ Licensing LLC	Registered
24.	LAVO	Singapore	T1211875H 14 Aug 2012	T1211875H 10 Dec 2012	41 43	RMNJ Licensing LLC	Registered
25.	LAVO	South Africa	201119626 10 Aug 2011	201119626 03 Jun 2013	41	RMNJ Licensing LLC	Registered
26.	LAVO	South Africa	201119627 10 Aug 2011	201119627 03 Jun 2013	43	RMNJ Licensing LLC	Registered
27.	LAVO	South Korea	4120154431 2 15 Sep 2015	41359354 16 May 2016	41 43	RMNJ Licensing LLC	Registered
28.	LAVO	Switzerland [Int.TM]	1089982 08 Aug 2011	1089982 08 Aug 2011	41 43	RMNJ Licensing LLC	Registered
29.	LAVO	United Arab Emirates	161646 23 Aug 2011	161646 28 Jan 2014	41	RMNJ Licensing LLC	Registered
30.	LAVO	United Arab Emirates	161647 23 Aug 2011	161647 28 Jan 2014	43	RMNJ Licensing LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
31.	LAVO	United Kingdom	1089982 08 Aug 2011	1089982 08 Aug 2011	41 43	RMNJ Licensing LLC	Registered
32.	LIMELIGHT	US Federal	86723624 13 Aug 2015	N/A	41	RMNJ Licensing LLC	Allowed
33.	LUCHINI	US Federal	87196456 07 Oct 2016	5434993 27 Mar 2018	43	RMNJ Licensing LLC	Registered
34.	THE GROOVEDECK	US Federal	87213515 24 Oct 2016	N/A	41	RMNJ Licensing LLC	Allowed
35.	THE GROOVEDECK	US Federal	87213521 24 Oct 2016	N/A	43	RMNJ Licensing LLC	Allowed
36.	HIGHLIGHT ROOFTOP	US Federal	87213483 24 Oct 2016	N/A	41 43	RMNJ Licensing LLC	Lapsed
37.	THE HIGHLIGHT ROOM	US Federal	87213479 24 Oct 2016	5331176 07 Nov 2017	41 43	RMNJ Licensing LLC	Registered
38.	KISS & FISH	US Federal	87464779 25 May 2017	N/A	43	RMNJ Licensing LLC	Allowed
39.	EGGHEAD	US Federal	87464771 25 May 2017	5450027 17 April 2018	43	RMNJ Licensing LLC	Registered
40.		US Federal	87544310 26 Jul 2017	5445090 10 April 2018	43	RMNJ Licensing LLC	Registered

v. Roof Deck Entertainment LLC

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	MARQUEE	US Federal (limited to New York and Nevada)	86135035 04 Dec 2013	5020005 16 Aug 2016	41 43	Roof Deck Entertainment LLC	Registered
2.	MARQUEE	US Federal	87785673 05 Feb 2018	5578930 9 Oct 2018	41 43	Roof Deck Entertainment LLC	Registered
3.	SUMMER LOVIN	US Federal	86075513 26 Sep 2013	4525661 06 May 2014	41	Roof Deck Entertainment, LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
4.	BEATWAVE SUNDAYS	US Federal	87324280 3 Feb 2017	N/A	43	Roof Deck Entertainment, LLC	Abandoned
5.	BEATWAVE SUNDAYS	US Federal	87324274 3 Feb 2017	5607694 13 Nov 2018	41	Roof Deck Entertainment, LLC	Registered
6.	MARQUEE	Argentina	3101079 06 Jul 2011	2533279 26 Oct 2012	43	Roof Deck Entertainment LLC	Registered
7.	MARQUEE	Canada	1534430 05 Jul 2011	TMA976780 26 Jul 2017	41 43	Roof Deck Entertainment LLC	Registered
8.	MARQUEE	China	10035433 08 Oct 2011	10035433 21 Feb 2013	41	Roof Deck Entertainment LLC	Registered
9.	MARQUEE	China	10035432 08 Oct 2011	10035432 28 Dec 2012	43	Roof Deck Entertainment LLC	Registered
10.	MARQUEE	European Union	10100055 05 Jul 2011	10100055 17 May 2012	41 43	Roof Deck Entertainment LLC	Registered
11.	MARQUEE	European Union	017072356 4 Aug 2017	N/A	41 43	Roof Deck Entertainment LLC	Opposed
12.	MARQUEE	European Union	15626096 08 Jul 2016	15626096 07 Nov 2016	41 43	Roof Deck Entertainment LLC	Registered
13.	MARQUEE	Hong Kong	301963972 05 Jul 2011	N/A	41 43	Roof Deck Entertainment LLC	Refused
14.	MARQUEE	India	2173063 11 Jul 2011	2173063 20 Jun 2013	43	Roof Deck Entertainment LLC	Registered
15.	MARQUEE	India	2173064 11 Jul 2011	N/A	41	Roof Deck Entertainment LLC	Registered
16.	MARQUEE	Italy	3020119019 85108 06 Oct 2011	1496402 07 Jun 2012	41 43	Roof Deck Entertainment LLC	Registered
17.	MARQUEE	Japan	201171606 06 Oct 2011	5499718 08 Jun 2012	41 43	Roof Deck Entertainment LLC	Registered
18.	MARQUEE	Macau	N58165 21 Jul 2011	N58165 13 Dec 2011	41	Roof Deck Entertainment LLC	Registered
19.	MARQUEE	Macau	N58166 21 Jul 2011	N58166 13 Dec 2011	43	Roof Deck Entertainment LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
20.	MARQUEE	Malaysia	2014066411 03 Nov 2014	2014066411 31 Jan 2017	41	Roof Deck Entertainment LLC	Registered
21.	MARQUEE	Mexico	1191788 04 Jul 2011	1249576 08 Nov 2011	41	Roof Deck Entertainment LLC	Registered
22.	MARQUEE	Mexico	1191790 04 Jul 2011	1249577 08 Nov 2011	43	Roof Deck Entertainment LLC	Registered
23.	MARQUEE	Philippines	420145050 99 29 Oct 2014	505099 30 Apr 2015	41	Roof Deck Entertainment LLC	Registered
24.	MARQUEE	Russian Federation	201172149 7 06 Jul 2011	463159 31 May 2012	41 43	Roof Deck Entertainment LLC	Registered
25.	MARQUEE	Singapore	T1211874Z 14 Aug 2012	T1211874Z 14 Aug 2012	41 43	Roof Deck Entertainment LLC	Registered
26.	MARQUEE	South Africa	201116396 06 Jul 2011	201116396 16 May 2013	41	Roof Deck Entertainment LLC	Registered
27.	MARQUEE	South Africa	201116397 06 Jul 2011	201116397 30 Apr 2014	43	Roof Deck Entertainment LLC	Registered
28.	MARQUEE	South Korea	412014004 4790 31 Oct 2014	410347437 3 Feb 2016	41	Roof Deck Entertainment LLC	Registered
29.	MARQUEE	Switzerland	579642011 07 Jul 2011	624772 12 Jan 2012	41 43	Roof Deck Entertainment LLC	Registered
30.	MARQUEE BAR AND CLUB	United Arab Emirates	160114 19 Jul 2011	N/A	41	Roof Deck Entertainment LLC	Registered
31.	MARQUEE BAR AND CLUB	United Arab Emirates	160115 19 Jul 2011	N/A	43	Roof Deck Entertainment LLC	Registered


vi. RPC Licensing LLC




No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	BEAUTY & ESSEX	US Federal	85027880 30 Apr 2010	3975813 07 Jun 2011	43	RPC Licensing LLC	Registered








No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
2.	BEAUTY & ESSEX	US Federal	86306871 11 Jun 2014	N/A	43	RPC Licensing LLC	Abandoned
3.	BEAUTY & ESSEX	US Federal	87852057 27 March 2018	N/A	43	RPC Licensing LLC	Allowed
4.	BEAUTY & ESSEX	European Union	12280541 05 Nov 2013	12280541 15 May 2014	36 41 43	RPC Licensing LLC	Registered
5.	BEAUTY & ESSEX	Australia	1858566 13 Jul 2017	1858566 15 Feb 2018	41 43	RPC Licensing LLC	Registered
6.	BEAUTY & ESSEX	Singapore	4020171517 3Q 7 Aug 2017	40201715173 Q 13 Mar 2018	41 43	RPC Licensing LLC	Registered
7.	BEAUTY & ESSEX	UAE	284768 19 Dec 2017	N/A	41	RPC Licensing LLC	Registered
8.	BEAUTY & ESSEX	UAE	284769 19 Dec 2017	N/A	43	RPC Licensing LLC	Registered
9.	THE STANTON SOCIAL	US Federal	76636134 14 Apr 2005	3197160 09 Jan 2007	43	RPC Licensing LLC (Assigned from Stanton Surf Club LLC)	Registered




vii. TAO Licensing LLC

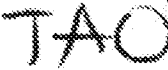
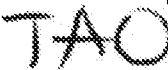
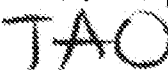

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	ALWAYS A HAPPY ENDING	US Federal	85489514 07 Dec 2011	4256406 11 Dec 2012	41 43	Tao Licensing LLC	Registered
2.	TAO	US Federal	86582887 31 Mar 2015	N/A	36 43	Tao Licensing LLC	Allowed
3.	TAO	US Federal	75884286 03 Jan 2000	2472393 24 Jul 2001	42	Tao Licensing LLC	Registered
4.	TAO	US Federal	77744702 26 May 2009	3770321 06 Apr 2010	41	Tao Licensing LLC	Registered



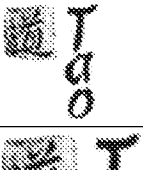

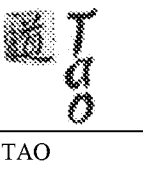
No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
5.	TAO	US Federal	86306850 11 Jun 2014	N/A	16 21 29 33	Tao Licensing LLC	Pending
6.	TAO	US Federal	86105331 30 Oct 2013	N/A	39	Tao Licensing LLC	Lapsed
7.	TAO	Argentina	2710168 26 Oct 2006	2198883 27 Nov 2007	36	Tao Licensing LLC	Cancelled
8.	TAO	Argentina	2710169 26 Oct 2006	2198884 27 Nov 2007	41	Tao Licensing LLC	Cancelled
9.	TAO	Argentina	3390606 02 Mar 2015	2929313 13 April 2018	41	Tao Licensing LLC	Registered
10	TAO	Argentina	3665416 01 Dec 2017	N/A	36	Tao Licensing LLC	Pending
11	TAO	Argentina	3665418 01 Dec 2017	N/A	41	Tao Licensing LLC	Pending
12	TAO	Australia	1138001 28 Sep 2006	1138001 28 Sep 2006	36 41 43	Tao Licensing LLC	Registered
13	TAO	Australia (limited to states and territories other than Victoria)	1664082 11 Dec 2014	1664082 11 Dec 2014	41 43	Tao Licensing LLC	Registered
14	TAO	Australia	1668130 08 Jan 2015	1668130 08 Jan 2015	43	Tao Licensing LLC	Registered
15	TAO BEACH	Australia	1858563 13 Jul 2017	1858563 13 Jul 2017	41 43	Tao Licensing LLC	Registered
16		Australia [Int. TM]	990557 [818038] 05 Dec 2003	990557 [818038] 05 Dec 2003	43	Tao Licensing LLC	Registered




No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
17		Austria [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
18	TAO	Benelux	1122281 02 Nov 2006	817610 07 May 2007	36 43 44	Tao Licensing LLC	Registered
19		Benelux [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
20	TAO	Brazil	909347093 07 May 2015	N/A	43	Tao Licensing LLC	Pending
21	TAO	Brazil	909347042 07 May 2015	N/A	41	Tao Licensing LLC	Pending
22	TAO	Canada	1530801 07 Jun 2011	TMA84831 5 11 Apr 2013	41 43	Tao Licensing LLC	Registered
23	TAO	Canada	1416398 29 Oct 2008	TMA77469 9 17 Aug 2010	43	Tao Licensing LLC	Registered
24	TAO	Canada	1232922 06 Oct 2004	TMA67312 2 22 Sep 2006	43	Tao Licensing LLC	Registered
25	TAO	Canada	1634868 12 Jul 2013	N/A	41 43	Tao Licensing LLC	Allowed
26	TAO	China	17594072 05 Aug 2015	17594072 28 Nov 2016	41	Tao Licensing LLC	Registered
27		China	3685069 22 Aug 2003	3685069 07 May 2006	43	Tao Licensing LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
28	TAO	European Union	11948213 02 Jul 2013	11948213 05 Nov 2014	41 43	Tao Licensing LLC	Registered
29		European Union [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
30		Denmark [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
31		Finland [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
32		France [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
33		Germany [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
34	TAO	Greece	152115 22 Dec 2006	152115 19 Feb 2008	36	Tao Licensing LLC	Registered
35		Greece [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Refused
36	TAO	Hong Kong	303244301 22 Dec 2014	303244301 14 Oct 2016	41 43	Tao Licensing LLC	Registered
37		Hong Kong	300122228 04 Dec 2003	300122228 15 Jul 2004	43	Tao Licensing LLC	Registered

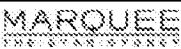
No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
38	TAO	India	1941197 25 Mar 2010	1261686 04 Feb 2016	43	Tao Licensing LLC	Registered
39		Int. Design/ TM	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
40		Ireland [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
41	TAO	Israel	260337 07 Nov 2013	260337 05 Mar 2014	41 43	Tao Licensing LLC	Registered
42	TAO	Italy	RM2006C 005786 12 Oct 2006	1228730 25 Nov 2009	36	Tao Licensing LLC	Registered
43		Italy [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
44	TAO	Japan	2007592 09 Jan 2007	5136824 06 Jun 2008	36 41 43	Tao Licensing LLC	Registered
45	TAO	Japan	201410835 3 22 Dec 2014	5780518 24 Jul 2015	41 43	Tao Licensing LLC	Registered
46	TAO	Japan	201139436 08 Jun 2011	5493287 11 May 2012	36 41 43	Tao Licensing LLC	Registered
47	TAO	Macau	N025295 14 Nov 2006	N025295 28 Mar 2007	36	Tao Licensing LLC	Registered
48	TAO	Macau	N025296 14 Nov 2006	N025296 28 Mar 2007	41	Tao Licensing LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
49	TAO	Macau	N025297 14 Nov 2006	N025297 28 Mar 2007	43	Tao Licensing LLC	Registered
50	TAO	Macau	N101288 01 Jul 2015	N101288 28 Dec 2015	41	Tao Licensing LLC	Registered
51	TAO	Macau	N101289 01 Jul 2015	N101289 28 Dec 2015	43	Tao Licensing LLC	Registered
52	TAO (Stylized) 	Mexico	1735717 13 Apr 2016	N/A	36	Tao Licensing LLC	Pending
53	TAO (Stylized) 	Mexico	1728386 22 Mar 2016	1743613 18 April 2017	41	Tao Licensing LLC	Registered
54	TAO (Stylized) 	Mexico	1728384 22 Mar 2016	N/A	43	Tao Licensing LLC	Pending
55	TAO	Mexico	862723 19 Jun 2007	997284 09 Aug 2007	36	Asia Five Eight, LLC	Expired
56	TAO	Mexico	788587 14 Jun 2006	1135280 11 Dec 2009	41	Tao Licensing LLC	Cancelled
57	TAO	Mexico	1558608 11 Dec 2014	1727427 01 Mar 2017	41	Tao Licensing LLC	Registered
58	TAO ASIAN BISTRO	Mexico	788589 14 Jun 2006	1135281 11 Dec 2009	41	Tao Licensing LLC	Registered
59	TAO NIGHT CLUB	Mexico	788591 14 Jun 2006	1128873 30 Oct 2009	41	Tao Licensing LLC	Registered
60		North Korea [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
61		Portugal [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
62	TAO	Russian Federation	200673150 0 01 Nov 2006	351265 27 May 2008	36 41 43	Tao Licensing LLC	Expired
63	TAO	Russian Federation	201474162 2 11 Dec 2014	579447 30 Jun 2016	41 43	Tao Licensing LLC	Registered
64	TAO	Singapore	T1116334 B 18 Nov 2011	T1116334B 15 Aug 2013	43	Tao Licensing LLC	Registered
65		Singapore [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Refused
66	TAO	South Korea	412015401 7 27 Jan 2015	41-377642 15 Nov 2016	41 43	Tao Licensing LLC	Registered
67		South Korea [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Refused
68		Spain [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
69		Sweden [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
70	TAO	Switzerland	549332006 02 Jun 2006	549605 29 Aug 2006	36	Tao Licensing LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
71	TAO	Switzerland	568732011 09 Jun 2011	619066 26 Aug 2011	36 41 43	Tao Licensing LLC	Registered
72	TAO	Switzerland	646782014 11 Dec 2014	670286 05 Mar 2015	41 43	Tao Licensing LLC	Registered
73		Switzerland	568722011 09 Jun 2011	619067 26 Aug 2011	36	Tao Licensing LLC	Registered
74	TAO	United Arab Emirates	89308 09 Jan 2007	148409 14 Jul 2011	36	Tao Licensing LLC	Registered
75	TAO	United Arab Emirates	89309 09 Jan 2007	87305 08 Apr 2008	41	Tao Licensing LLC	Registered
76	TAO	United Arab Emirates	89310 09 Jan 2007	93976 25 Mar 2009	43	Tao Licensing LLC	Registered
77		United Kingdom	1575625 16 Jun 1994	1575625 16 Jun 1995	43	Tao Licensing LLC	Registered
78		United Kingdom	2513159 06 Apr 2009	2513159 31 Jul 2009	43	Tao Licensing LLC	Registered
79	TAO	United Kingdom	3355063 21 Nov 2018	3355063 12 April 2019	41 43	Tao Licensing LLC	Registered

viii. Roof Deck Australia, LLC

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	MARQUEE	Australia	1554139 21 Jan 2011	1554139 21 Jan 2011	41 43	Roof Deck Australia, LLC	Registered
2.		Australia	1474969 16 Feb 2012	1474969 16 Feb 2012	41 43	Roof Deck Australia, LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
3.	MARQUEE	Australia	1434863 04 Jul 2011	1434863 04 Jul 2011	41 43	Roof Deck Australia, LLC	Registered

ix. Stay in Your Lane Holdings, LLC

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	MAGIC HOUR	US Federal	87541989 25 Jul 2017	N/A	41 43	Stay in Your Lane Holdings, LLC	Suspended
2..	V.I.WE	US Federal	87558190 7 Aug 2017	5407573 20 Feb 2018	41 43	Stay in Your Lane Holdings, LLC	Registered
3.	LEGASEA	US Federal	87552603 2 Aug 2017	N/A	43	Stay in Your Lane Holdings, LLC	Pending
4.	SUITE SIXTEEN	US Federal	87620889 25 Sept 2017	N/A	41	Stay in Your Lane Holdings, LLC	Allowed
5.	SUITE SIXTEEN	US Federal	87979587 25 Sept 2017	N/A	43	Stay in Your Lane Holdings, LLC	Pending
6.	CATHEDRALE	US Federal	88340234	N/A	43	Stay in Your Lane Holdings, LLC	Pending
7.	KOMA	US Federal	87545793 27 Jul 2017	N/A	41 43	Stay in Your Lane Holdings, LLC	Allowed
8.	LOOSIES	US Federal	88043071 18 July 2018	N/A	43	Stay in Your Lane Holdings, LLC	Allowed
9.	DOUBLE DUTCH	US Federal	88082276 17 Aug 2018	N/A	43	Stay in Your Lane Holdings, LLC	Allowed
10.	FLEUR ROOM	US Federal	88165706 23 Oct 2018	N/A	41 43	Stay in Your Lane Holdings, LLC	Pending
11.	KOMA	Singapore	4020171672 7S 29 Aug 2017	40201716727 S 29 Aug 2017	41 43	Stay in Your Lane Holdings, LLC	Registered

i. IP BISC LLC

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	FEROCE	US Federal	87648687 17 Oct 2017	N/A	43	IP BISC LLC	Pending

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