

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM573565

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continental Cafe, LLC		04/23/2020	Limited Liability Company: MICHIGAN
Infinity Ovation Yacht Charters, LLC		04/23/2020	Limited Liability Company: MICHIGAN

## RECEIVING PARTY DATA

<b>Name:</b>	Barings Finance LLC
<b>Street Address:</b>	300 South Tryon Street, Suite 2500
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
<b>Registration Number:</b>	2946392	CONTINENTAL DINING AND REFRESHMENT SERVI
<b>Registration Number:</b>	6005282	THE MINT AT MICHIGAN FIRST CONFERENCE CE
<b>Registration Number:</b>	5527837	RE:FRESH
<b>Registration Number:</b>	5362637	ENLIGHTEN
<b>Serial Number:</b>	88630775	INFINITY OVATION YACHT CHARTERS
<b>Serial Number:</b>	88172831	MARKET TWENTY 4 SEVEN
<b>Serial Number:</b>	88820477	CONTINENTAL CONNECT

## 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: 4155911000

Email: achan@winston.com

Correspondent Name: Laura M. Franco, Esq.

Address Line 1: 101 California St.

Address Line 2: Winston &amp; Strawn LLP

Address Line 4: San Francisco, CALIFORNIA 94111

CH \$190.00 2946392

<b>ATTORNEY DOCKET NUMBER:</b>	014044.00081
<b>NAME OF SUBMITTER:</b>	Laura M. Franco
<b>SIGNATURE:</b>	/Laura M. Franco/
<b>DATE SIGNED:</b>	04/24/2020

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of April 23, 2020, is made by Continental Cafe, LLC, a Michigan limited liability company (“Continental Cafe”), and Infinity Ovation Yacht Charters, LLC, a Michigan limited liability company (“Infinity Ovation”) (Continental Cafe and Infinity Ovation are each a “Grantor” and collectively, the “Grantors”), in favor of Barings Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

Grantors and certain other parties have executed and delivered a Guaranty and Security Agreement, dated as of January 27, 2017, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”). Each Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, assigns and transfers to Administrative Agent, for the ratable benefit of the Lenders, a Lien on and continuing security interest in the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

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 Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security

Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and 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 Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[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.

**CONTINENTAL CAFE, LLC, as a Grantor**

By: \_\_\_\_\_  
Name: James Bardy  
Title: President

**INFINITY OVATION YACHT CHARTERS,  
LLC, as a Grantor**

By: \_\_\_\_\_  
Name: James Bardy  
Title: President

*[Signature Page to Trademark Security Agreement]*

**BARINGS FINANCE LLC,**  
as Administrative Agent

By:   
Name: Steve Jarvis  
Title: Managing Director

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

GRANTOR	COUNTRY/ JURISDICTION	TRADEMARK	APPLICATION NO. APPLICATION DATE	REGISTRATION NUMBER REGISTRATION DATE	STATUS
Continental Café, LLC <sup>1</sup>	United States	CONTINENTAL DINING & REFRESHMENT SERVICES	76/348,914 12/14/2001	2,946,392 05/03/2005	DEAD
Continental Café, LLC	United States	THE MINT AT MICHIGAN FIRST CONFERENCE CENTER	88/299,279 02/13/2019	6,005,282 03/10/2020	ISSUED
Continental Café, LLC	United States	RE: FRESH	87/512,566 06/30/2017	5,527,837 07/31/2018	ISSUED
Continental Café, LLC <sup>2</sup>	United States	ENLIGHTEN	87/218,415 10/27/2016	5,362,637 12/26/2017	ISSUED

2. TRADEMARK APPLICATIONS

GRANTOR	COUNTRY/ JURISDICTION	TRADEMARK	APPLICATION NO. APPLICATION DATE	STATUS
Infinity Ovation Yacht Charters, LLC	United States	INFINITY OVATION YACHT CHARTERS	88/630,775 09/25/2019	PENDING
Continental Café, LLC	United States	MARKET TWENTY 4 SEVEN	88,172,831 10/29/2018	PENDING
Continental Café, LLC	United States	CONTINENTAL CONNECT	88/820,477 03/04/2020	PENDING

3. TRADEMARK LICENSES

None.

<sup>1</sup> F/k/a Continental Café, Inc. Registration to be updated to reflect Continental Café, LLC as Trademark owner

<sup>2</sup> F/k/a Continental Café, Inc. Registration to be updated to reflect Continental Café, LLC as Trademark owner