

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patina Restaurant Group, LLC,		06/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Collateral Agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5323916	STELLA 34 TRATTORIA	
Registration Number:	5323917	STELLA 34 TRATTORIA & BAR	
Registration Number:	4039230	VIA NAPOLI	
Registration Number:	4003379	VIA NAPOLI	
Registration Number:	5455196	MARIA & ENZO'S RISTORANTE	
Registration Number:	4286257	'TINA TACOS	
Registration Number:	1857049	CUCINA & CO.	
Registration Number:	2989574	DINE OUT NEW YORK!	
Registration Number:	3595536	LA FONDA DEL SOL	
Registration Number:	2126139	NAPLES 45	
Registration Number:	4404162	TUTTO GUSTO WINE CELLAR	
Registration Number:	5885865	MARIA & ENZO'S RISTORANTE	
Registration Number:	5885864	MARIA & ENZO'S RISTORANTE	
Registration Number:	4359159	C+M COFFEE AND MILK	
Registration Number:	2416007	CAFE CENTRO	
Registration Number:	2429022	CAFE CENTRO	
Registration Number:	4447935	NAPLES	
Registration Number:	4404056	TUTTO GUSTO WINE CELLAR	
Registration Number:	4513547	TUTTO ITALIA	
TRADEMARK			

CH \$515.00 5323916

Property Type	Number	Word Mark
Registration Number:	2268811	TROPICA

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: 3129932652

Email: heather.poitras@lw.com

Correspondent Name: Heather Poitras

Address Line 1: 330 N Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0083 hp
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	06/30/2020

Total Attachments: 7

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**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of June 30, 2020 by and from Patina Restaurant Group, LLC, a Delaware limited liability company (the "Grantor"), to and in favor of Wilmington Trust, National Association, as Collateral Agent for the Secured Parties (as defined in the Security Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Delaware North Companies, Incorporated, a Delaware corporation (the "Borrower"), the other Grantors party thereto from time to time, the Lenders, the L/C Issuer and the Grantee have entered into that certain Second Amended and Restated Credit Agreement, dated as of January 14, 2011 (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Note Purchase Agreement, dated as of June 1, 2000 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement"), the Borrower issued and sold, and may, from time to time hereafter issue and sell, certain Notes (as defined therein) to certain holders thereof;

WHEREAS, pursuant to the Credit Agreement and the Note Agreement, the Grantor and certain other Subsidiaries of the Borrower have entered into that certain Pledge and Security Agreement, dated as of June 30, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor owns the Trademarks (as defined below), which Trademarks are pending or registered with the United States Patent and Trademark Office, and pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of such Grantor's right title and interest in such Trademarks, and agreed to execute and deliver this Confirmatory Grant for purposes of recording the grant of such security interest in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of all the Obligations. Upon the payment in full of all Obligations (other than Swap Obligations (as defined in the Credit Agreement) not yet due and payable, Banking Services Obligations (as defined in the Credit Agreement) not yet due and payable, contingent indemnification or similar obligations for which no claim has been made and other Obligations expressly stated to survive such payment and termination), this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in

writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant, all at the expense of the Grantor.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (1) all trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and the goodwill of the business symbolized by each of the foregoing; (2) all licenses of the foregoing, whether as licensee or licensor; (3) all renewals of the foregoing; (4) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (5) all rights to sue for past, present, and future infringements and dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (6) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.

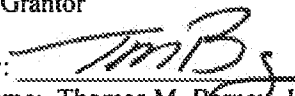
3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Confirmatory Grant 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 of this Confirmatory Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

PATINA RESTAURANT GROUP, LLC,
as Grantor

By: 
Name: Thomas M. Barney, Jr.
Title: Chief Operating Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____
Name: Daniel Greene
Title: Relationship Manager

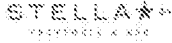



Signature Page for
Supplemental Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 006985 FRAME: 0106


SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks and Trademark Applications

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration / Filing Date</u>	<u>Status</u>	<u>Registration / Serial No.</u>	<u>Jurisdiction</u>
Patina Restaurant Group, LLC	STELLA 34 TRATTORIA	October 31, 2017	Registered	5,323,916	United States
Patina Restaurant Group, LLC	STELLA 34 TRATTORIA & BAR 	October 31, 2017	Registered	5,323,917	United States
Patina Restaurant Group, LLC	VIA NAPOLI	October 11, 2011	Registered	4,039,230	United States
Patina Restaurant Group, LLC	VIA NAPOLI 	July 26, 2011	Registered	4,003,379	United States
Patina Restaurant Group, LLC	MARIA & ENZO'S RISTORANTE	April 24, 2018	Registered	5,455,196	United States
Patina Restaurant Group, LLC	TINA TACOS	February 5, 2013	Registered	4,286,257	United States
Patina Restaurant Group, LLC	CUCINA & CO. 	October 4, 1994	Registered	1,857,049	United States
Patina Restaurant Group, LLC	DINE OUT NEW YORK! 	August 30, 2005	Registered	2,989,574	United States

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration / Filing Date</u>	<u>Status</u>	<u>Registration / Serial No.</u>	<u>Jurisdiction</u>
Patina Restaurant Group, LLC	LA FONDA DEL SOL	March 24, 2009	Registered	3,595,536	United States
Patina Restaurant Group, LLC	NAPLES 45 	December 30, 1997	Registered	2,126,139	United States
Patina Restaurant Group, LLC	TUTTO GUSTO WINE CELLAR 	September 17, 2013	Registered	4,404,162	United States
Patina Restaurant Group, LLC	MARIA & ENZO'S RISTORANTE	October 15, 2019	Registered	5,885,865	United States
Patina Restaurant Group, LLC	MARIA & ENZO'S RISTORANTE	October 15, 2019	Registered	5,885,864	United States
Patina Restaurant Group, LLC	C+M COFFEE AND MILK 	June 25, 2013	Registered	4,359,159	United States
Patina Restaurant Group, LLC	CAFE CENTRO	December 26, 2000	Registered	2,416,007	United States
Patina Restaurant Group, LLC	CAFE CENTRO 	February 20, 2001	Registered	2,429,022	United States
Patina Restaurant Group, LLC	NAPLES 	December 10, 2013	Registered	4,447,935	United States
Patina Restaurant Group, LLC	TUTTO GUSTO WINE CELLAR	September 17, 2013	Registered	4,404,056	United States

<u>Grantor</u>	<u>Trademarks</u>	<u>Registration / Filing Date</u>	<u>Status</u>	<u>Registration / Serial No.</u>	<u>Jurisdiction</u>
Patina Restaurant Group, LLC	TUTTO ITALIA	April 15, 2014	Registered	4,513,547	United States
Patina Restaurant Group, LLC	TROPICA 	August 10, 1999	Registered	2,268,811	United States