

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650455

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HAKKASAN HOLDINGS LLC		05/27/2021	Limited Liability Company: NEVADA
HAKKASAN LV LLC		05/27/2021	Limited Liability Company: NEVADA
TOUCH, LLC		05/27/2021	Limited Liability Company: NEVADA
BIJOU, LLC		05/27/2021	Limited Liability Company: NEVADA
DDD HOLDINGS, LLC		05/27/2021	Limited Liability Company: DELAWARE
HHH HOLDINGS, LLC		05/27/2021	Limited Liability Company: DELAWARE
HKCCIP, LLC		05/27/2021	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2885145	CAMEL
Registration Number:	3640406	
Registration Number:	3058696	FIX
Registration Number:	3106591	FIX
Registration Number:	4203257	LILY BAR & LOUNGE
Registration Number:	3873930	LIQUID
Registration Number:	4846200	LIQUID
Registration Number:	3521822	THE BANK
Registration Number:	3356286	THE LIGHT GROUP

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87861631	L LEVEL UP
Serial Number:	87861661	L LEVEL UP
Registration Number:	5955921	LEVEL UP
Serial Number:	87861550	LEVEL UP
Serial Number:	87861582	LEVEL UP
Serial Number:	88028299	OMNIA BEACH CLUB
Registration Number:	5475769	OMNIA DAY CLUB
Registration Number:	5191618	OMNIA NIGHTCLUB
Registration Number:	5191665	OMNIA NIGHTCLUB
Registration Number:	3056041	PURE
Registration Number:	5744556	WILD AT HEART

CORRESPONDENCE DATA

Fax Number: 2124224726

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: 2128376264

Email: trademarks@hugheshubbard.com

Correspondent Name: Patrice P. Jean

Address Line 1: One Battery Park Plaza

Address Line 2: Hughes Hubbard LLP

Address Line 4: New York,, NEW YORK 10004-1482

ATTORNEY DOCKET NUMBER:	031543-00090
NAME OF SUBMITTER:	Patrice P. Jean
SIGNATURE:	/Patrice P. Jean/
DATE SIGNED:	05/28/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT dated as of May 27, 2021 (this “Agreement”), among the New Subsidiaries (as defined below) 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 Tao Group Intermediate Holdings LLC (“Intermediate Holdings”), Tao Group Operating LLC (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 continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement by each undersigned Subsidiary of the Borrower (each, a “New Subsidiary” and, collectively, the “New Subsidiaries”). The New Subsidiaries 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 continue 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 I; 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.

HAKKASAN HOLDINGS LLC
HAKKASAN LV LLC
TOUCH, LLC
BIJOU, LLC
DDD HOLDINGS, LLC
HHH HOLDINGS, LLC
HKCCIP, LLC

By

DocuSigned by:

Steven Lugerner

8EBBFFB00933406

Name: Steven Lugerner

Title: Corporate Secretary

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

by

Name:

Title:

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

HAKKASAN HOLDINGS LLC
HAKKASAN LV LLC
TOUCH, LLC
BIJOU, LLC
DDD HOLDINGS, LLC
HHH HOLDINGS, LLC
HKCCIP, LLC

By

Name: Steven Lugerner
Title: Corporate Secretary

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

by



Name: Anthony Galea
Title: Executive Director



SCHEDULE I



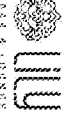
Trademarks Owned by New Subsidiaries

[see attached]

Trade Name	Logo	Jurisdiction	Applicant	Application No.	Application Date	Registration No.	Registration Date	Halkasan Comments
CASA CALAVERA		Mexico	Halkasan Holdings, LLC	1934883	18 August 2017	1823498	27 November 2017	
CASA CALAVERA		Bahrain	HKCCIP, LLC	130679	19 December 2020	-	-	
CASA CALAVERA		Russian Federation	HKCCIP, LLC	2020727856	18 December 2020	-	-	
CASA CALAVERA		Qatar	HKCCIP, LLC	143666	16 December 2020	-	-	
CASA CALAVERA		United Kingdom	HKCCIP, LLC	3502713	19 June 2020	3502713	25 September 2020	
CASA CALAVERA		Oman	HKCCIP, LLC	-	-	-	-	
CASA CALAVERA		Canada	Halkasan Holdings, LLC	2008093	24 January 2020	-	-	
CASA CALAVERA & 5 skulls logo		Mexico	Halkasan Holdings, LLC	1957002	09 October 2017	1837771	15 December 2017	
CASA CALAVERA SKULL device		Qatar	HKCCIP, LLC	143668	16 December 2020	-	-	
CASA CALAVERA SKULL device		Bahrain	HKCCIP, LLC	130681	19 December 2020	-	-	
CASA CALAVERA SKULL device		Mexico	HKCCIP, LLC	2473372	18 December 2020	-	-	
CASA CALAVERA SKULL device		Russian Federation	HKCCIP, LLC	2020727857	18 December 2020	-	-	
CASA CALAVERA SKULL device		Canada	HKCCIP, LLC	2072185	18 December 2020	-	-	
CASA CALAVERA SKULL device		Mexico	HKCCIP, LLC	2473368	18 December 2020	-	-	
CASA CALAVERA SKULL device		Qatar	HKCCIP, LLC	143667	16 December 2020	-	-	
CASA CALAVERA SKULL device		United Kingdom	HKCCIP, LLC	3502729	19 June 2020	3502729	25 September 2020	
CASA CALAVERA SKULL device		Bahrain	HKCCIP, LLC	130680	19 December 2020	-	-	
GAME ON		Mexico	Halkasan Holdings, LLC	1913663	05 July 2017	1812596	19 October 2017	
GAME ON		Mexico	Halkasan Holdings, LLC	1913664	05 July 2017	1812597	19 October 2017	
GAME ON (stylised)		Mexico	Halkasan Holdings, LLC	1916531	11 July 2017	1814016	24 October 2017	
GAME ON (stylised)		Mexico	Halkasan Holdings, LLC	1916533	11 July 2017	1814018	24 October 2017	
HAKKASAN		Japan	-	2005-23958	18 March 2005	5028864	02 March 2007	
HEART OF OMNIA		European Union	Touch, LLC	13925301	09 April 2015	13925301	12 August 2015	
HEART OF OMNIA		China	Touch, LLC	37371556	09 April 2019	-	-	
HEART OF OMNIA		China	Touch, LLC	17060428	28 May 2015	17060428	14 August 2016	
HEART OF OMNIA		United Kingdom	Touch, LLC	13925301	09 April 2015	UK00913925301	12 August 2015	
HEART OF OMNIA		Indonesia	Touch, LLC	J00.2015.017292	25 March 2015	IDM000626656	25 March 2015	
OMNIA		Argentina	Touch, LLC	3385986	09 March 2017	2946821	12 July 2018	
OMNIA		European Union	Touch, LLC	13925268	09 April 2015	13925268	12 August 2015	
OMNIA		United Arab Emirates	Touch, LLC	292975	30 May 2018	292975	06 December 2018	
OMNIA		Mexico	Touch, LLC	1675582	02 June 2016	1675582	19 September 2016	
OMNIA		Indonesia	Touch, LLC	J00.2015.001055	13 January 2015	IDM000575651	13 January 2015	
OMNIA		United Kingdom	Touch, LLC	13925268	09 April 2015	UK00913925268	12 August 2015	
OMNIA (Stylised)		Peru	Touch, LLC	722654	02 October 2017	108380	19 June 2018	
OMNIA (stylised) (white on black)		Montenegro	Touch, LLC	Z-214/18	15 June 2018	-	-	
OMNIA (stylised) (white on black)		European Union	Touch, LLC	18183641	20 January 2020	18183641	23 May 2020	

Details of this registration are available via TMView https://www.kiproni.org/tmview/welbome/#/tmview_46e have supplied the TMView extract separately.

Trade Mark	Logo	Jurisdiction	Applicant	Application No	Application Date	Registration No	Registration Date	Haklessan Comments
OMNIA (SVI/led) [write on Dark]		United Kingdom	Touch, LLC	18183641	20 January 2020	UK00918183641	23 May 2020	
OMNIA (word)	-	Montenegro	Touch, LLC	Z-213/18	15 June 2018	-	-	Details of the registration are available via TMView https://www-tmview.org/Inview/welcome#/Inview . We have supplied the TMView Export Selection.
OMNIA BY HAKKASAN (SVI/led)		United Arab Emirates	Touch, LLC	304166	31 December 2018	304166	16 April 2019	
OMNIA DAY CLUB	-	China	Touch, LLC	17060426	28 May 2015	17060426	28 July 2016	
OMNIA DAY CLUB	-	China	Touch, LLC	37380234	10 April 2019	-	-	
OMNIA NIGHTCLUB	-	China	Touch, LLC	17060427	28 May 2015	17060427	28 July 2016	
OMNIA NIGHTCLUB	-	China	Touch, LLC	37380698	09 April 2019	37380698	-	

Trademark	Country	Applicant(s)	Application No.	Filing Date	Registration No.	Registration Date
CARAMEL	United States of America	DDD Holdings, LLC	78/190181	02-Dec-2002	2885145	14-Sep-2004
	United States of America	HHH Holdings, LLC	77/268858	30-Aug-2007	3640406	16-Jun-2009
FIX	United States of America	HHH Holdings, LLC	78/357606	26-Jan-2004	3058696	14-Feb-2006
	United States of America	HHH Holdings, LLC	78/661143	29-Jun-2005	3106591	20-Jun-2006
	United States of America	HHH Holdings, LLC	85/327768	23-May-2011	4203257	04-Sep-2012
LIQUID - 41	United States of America	HHH Holdings, LLC	77/552475	21-Aug-2008	3873930	09-Nov-2010
LIQUID - 43	United States of America	HHH Holdings, LLC	77/552486	21-Aug-2008	4846200	03-Nov-2015
STACK RESTAURANT AND BAR - 101	Nevada	HHH Holdings, LLC		12-Sep-2006	E0676962006-0	12-Sep-2006
THE BANK - 101	Nevada	DDD Holdings, LLC			E0008882008-4	04-Jan-2008
THE BANK - 41/43	United States of America	DDD Holdings, LLC	77/223040	05-Jul-2007	3521822	21-Oct-2008
THE LIGHT GROUP - 35	United States of America	HHH Holdings, LLC	78/912526	20-Jun-2006	3356286	18-Dec-2007

Registration Type	Trademark	Country	Owners	Application No.	Filed Date	Registration No.	Registration Date
Registration	CASA CALAVERA JEWEL	Nevada	Hakkasan LV LLC	T20200706904048	2020-07-02	202000033460-45	2020-07-02
Registration	JEWEL	Nevada	Bijou, LLC	E0281192016-2	2016-06-20	E0281192016-2	2016-06-23
Registration	JEWEL NIGHTCLUB (AND DESIGN)	Nevada	Bijou, LLC	E0281142016-7	2016-06-20	E0281142016-7	2016-06-23
Registration	JEWEL NIGHTCLUB (AND DESIGN)	Nevada	Bijou, LLC	E0281262016-1	2016-06-20	E0281262016-1	2016-06-23
Registration	L LEVEL UP	United States of America	Hakkasan Holdings, LLC	E0281342016-1	2016-06-20	E0281342016-1	2016-06-23
Registration	L LEVEL UP	United States of America	Hakkasan Holdings, LLC	87/861,631	2018-04-03		
Registration	LEVEL UP	United States of America	Hakkasan Holdings, LLC	87/861,661	2018-04-03		
Registration	LEVEL UP	Nevada	Hakkasan Holdings, LLC	E0210482017-3	2017-04-26	E0210482017	2017-04-26
Registration	LEVEL UP	Nevada	Hakkasan Holdings, LLC	E0210522017-9	2017-04-26	E0210522017-9	2017-04-26
Registration	LEVEL UP	United States of America	Hakkasan Holdings, LLC	87/230,621	2016-11-08	5,955,921	2020-01-07
Registration	LEVEL UP	United States of America	Hakkasan Holdings, LLC	87/861,550	2018-04-03		
Registration	LEVEL UP	United States of America	Hakkasan Holdings, LLC	87/861,582	2018-04-03		
Registration	OMNIA BEACH CLUB	United States of America	Touch, LLC	88/028,299	2018-07-06		
Registration	OMNIA DAY CLUB	United States of America	Touch, LLC	86/385,371	2014-09-04	5,475,769	2018-05-22
Registration	OMNIA NIGHTCLUB	United States of America	Touch, LLC	86/385,375	2014-09-04	5,191,618	2017-04-25
Registration	OMNIA NIGHTCLUB (stylized/design)	United States of America	Touch, LLC	86/477,856	2014-12-11	5,191,665	2017-04-25
Registration	PURE	United States of America	Touch, LLC	76/610,258	2004-08-27	3,056,041	2006-01-31
Registration	THE BANK	Nevada	DDD HOLDINGS, LLC	E0008882008-4	2008-01-04	E0008882008-4	2008-01-04
Registration	WILD AT HEART	United States of America	Touch, LLC	88/104,271	2018-09-04	5,744,556	2019-05-07

TRADEMARK

REEL: 007310 FRAME: 0092

RECORDED: 05/28/2021