

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM691199

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Continental Cafe, LLC		11/30/2021	Limited Liability Company: MICHIGAN
Infinity Ovation Yacht Charters, LLC		11/30/2021	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3145351	TUTTO AROMA	
Registration Number:	3113297	TOSSED FRESH	
Registration Number:	3148513	COMFORT CLASSICS	
Registration Number:	3142126	PROFUZION	
Registration Number:	4011429	CONTINENTAL	
Registration Number:	4392268	MARKET TWENTY 4 SEVEN	
Registration Number:	4487601	BUILT & BREWED IN DETROIT	
Registration Number:	4627124	WATERVIEW LOFT PORT DETROIT	
Registration Number:	4617648	CO.CUISINE	
Registration Number:	5527837	RE:FRESH	
Registration Number:	5362637	ENLIGHTEN	
Registration Number:	6005282	THE MINT AT MICHIGAN FIRST CONFERENCE CE	
Registration Number:	6109516	MARKET TWENTY 4 SEVEN	
Registration Number:	6298200	CONTINENTAL CONNECT	
Registration Number:	6465561	CONNECT	
Registration Number:	2649193	INFINITY	
Registration Number:	6122898	INFINITY OVATION YACHT CHARTERS	

CH \$440.00 3145351

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 6175269899

*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:** 6175269628**Email:** cslattery@proskauer.com**Correspondent Name:** Christine Slattery**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place, 23rd Floor**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	11668.552
<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	11/30/2021

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2021 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “Grantor” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of ARES CAPITAL CORPORATION, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Pledge and Security Agreement dated as of November 30, 2021 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

### SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

#### Section 2.1 Grant of Security.

Each Grantor hereby grants and pledges to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all of the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the Secured Obligations: all United States and non-U.S. trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

#### Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted and pledged under Section 2.1 hereof attach to (a) any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing

and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Recordation**

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

### **SECTION 5. Governing Law, Etc.**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

### **SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CONTINENTAL CAFE, LLC**

By: \_\_\_\_\_  
Name: James Bardy  
Title: Executive Chairman

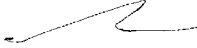
**INFINITY OVATION YACHT CHARTERS, LLC**

By: \_\_\_\_\_  
Name: James Bardy  
Title: Executive Chairman

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**ARES CAPITAL CORPORATION**, as Collateral Agent

By:   
\_\_\_\_\_  
Name: Scott Lem  
Title: Authorized Signatory

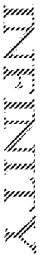
**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Continental Cafe, LLC:**

ENTITY	COUNTRY/ JURISDICTION	SUBJECT	APPLICATION	TRADEMARK	STATUS
Continental Cafe, LLC	United States	TUTTO AROMA File Type: Service Mark	78/736,811 10/20/2005	3,145,351 9/19/2006	ISSUED
Continental Cafe, LLC	United States	TOSSSED FRESH File Type: Service Mark	78/736,812 10/20/2005	3,113,297 7/4/2006	ISSUED
Continental Cafe, LLC	United States	COMFORT CLASSICS File Type: Service Mark	78/736,815 10/20/2005	3,148,513 9/26/2006	ISSUED
Continental Cafe, LLC	United States	PROFUZION File Type: Service Mark	78/736,817 10/20/2005	3,142,126 9/12/2006	ISSUED
Continental Cafe, LLC	United States	CONTINENTAL File Type: Service Mark	85/152,737 10/14/2010	4,011,429 8/16/2011	ISSUED
Continental Cafe, LLC	United States	MARKET TWENTY 4 SEVEN AND DESIGN File Type: Service Mark	85/834,915 1/29/2013	4,392,268 8/27/2013	ISSUED
Continental Cafe, LLC	United States	BUILT & BREWED IN DETROIT AND DESIGN File Type: Trademark	85/939,161 5/22/2013	4,487,601 2/25/2014	ISSUED
Continental Cafe, LLC	United States	WATERVIEW LOFT AND DESIGN File Type: Service Mark	85/953,860 6/7/2013	4,627,124 10/28/2014	ISSUED
Continental Cafe, LLC	United States	CO.CUISINE File Type: Service Mark	86/236,766 3/31/2014	4,617,648 10/7/2014	ISSUED
Continental Cafe, LLC	United States	RE:FRESH File Type: Service Mark	87/512,566 6/30/2017	5,527,837 7/31/2018	ISSUED
Continental Café, LLC	United States	ENLIGHTEN File Type: Service Mark	87/218,415 10/27/2016	5,362,637 12/26/2017	ISSUED

Continental Café, LLC	United States	THE MINT AT MICHIGAN FIRST CONFERENCE CENTER File Type: Service Mark	88/299,279 2/13/2019	6,005,282 3/10/2020	ISSUED
Continental Café, LLC	United States	MARKET TWENTY 4 SEVEN File Type: Service Mark	88/172,831 10/29/2018	6,109,516 7/21/2020	ISSUED
Continental Café, LLC	United States	CONTINENTAL CONNECT File Type: Trademark	88/820,477 3/4/2020	6,298,200 3/23/2021	ISSUED
Continental Café, LLC	United States	CONNECT File Type: Trademark	90/464,490 1/13/2021	6,465,561 8/24/2021	ISSUED

**Infinity Ovation Yacht Charters, LLC:**

Trademark/Service Mark	Application No. Application Date	Reg. No. Reg. Date	Status	Owner
INFINITY (Add) 	76348913 12-DEC-2011 United States	2649193 12-NOV-2012	Registered	Infinity Yacht Charters, LLC
INFINITY OVATION YACHT CHARTERS	88/630,775 25-SEPT-2019 United States	6,122,898 8/11/2020	Registered	Infinity Ovation Yacht Charters, LLC
INFINITY	1136276 3-APRIL-2002 Canada	TMA604,641 10-MAR-2004	Registered	Infinity Yacht Charters, LLC

**TRADEMARK**

**REEL: 007510 FRAME: 0063**

**RECORDED: 11/30/2021**