

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as agent		02/08/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Cipriani Group, Inc.		
Street Address:	110 East 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
Name:	Altunis - Trading, Gestão e Serviços, Sociedade Unipessoal, Lda		
Street Address:	Av. Arriaga, 73 - 1, Saka 113		
Internal Address:	Edificio Marina Club		
City:	Funchal		
State/Country:	PORTUGAL		
Postal Code:	9000-060		
Entity Type:	Corporation: PORTUGAL		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	87567981	YOTTO	
Registration Number:	5260161	SOCIALISTA	
Registration Number:	5259806	CIPRIANI	
Registration Number:	5383591	CIPRIANI LE SPECIALITA	
Registration Number:	5277174	SWOOP	
Registration Number:	4587070		
Registration Number:	4387342	CIPRIANI CLUB RESIDENCES	
Registration Number:	4507012		
Registration Number:	3996613	CIPRIANI DOWNTOWN	
Registration Number:	3996511	CIPRIANI DOWNTOWN	
Registration Number:	3633745	CIPRIANI 42ND STREET	
Registration Number:	3633746	CIPRIANI WALL STREET	

OP \$640.00 87567981

Property Type	Number	Word Mark
Registration Number:	4060246	CIPRIANI CLUB RESIDENCES
Registration Number:	3219820	CARPACCIO ALLA CIPRIANI
Registration Number:	4143210	
Registration Number:	3219789	
Registration Number:	4656447	CIPRIANI RESIDENCES
Registration Number:	3029740	CIPRIANI BELLINI BASE
Registration Number:	2844146	CIPRIANI WALL STREET
Registration Number:	2195312	
Registration Number:	2297069	CIPRIANI FOOD
Registration Number:	2195057	
Registration Number:	2598197	CIPRIANI DOLCI
Registration Number:	2330449	HARRY CIPRIANI
Registration Number:	4082140	DOWNTOWN

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: 212.318.6000
Email: JeffreyNegron@PaulHastings.com
Correspondent Name: Jeffrey Negron
Address Line 1: Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Jeffrey M. Negron
SIGNATURE:	/s/ Jeffrey M. Negron
DATE SIGNED:	02/17/2023

Total Attachments: 7
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TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), dated as of February 8, 2023, is made by **ARES CAPITAL CORPORATION**, a Maryland corporation, in its capacity as agent for the Lenders (in such capacity, the "Agent"), in favor of **CIPRIANI GROUP, INC.** and **ALTUNIS-TRADING, GESTÃO E SERVIÇOS, SOCIEDADE UNIPessoal, LDA** (collectively the "Grantors"). Unless otherwise defined herein, capitalized terms used in this Termination shall have the meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WHEREAS, each Grantor and the Agent entered into that certain Trademark Security Agreement, dated as of May 30, 2018 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on June 06, 2018 at Reel/Frame 6347/0698, as supplemented from time to time;

WHEREAS, pursuant to (i) that certain U.S. Security Agreement, dated as of May 30, 2018 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the "Security Agreement"), by and among each Grantor party thereto from time to time and the Agent and (ii) the Trademark Security Agreement, each Grantor pledged and granted to the Agent a security interest in certain Collateral, including all of each Grantor's right, title and interest in, to and under the United States trademarks and trademark applications listed on Exhibit A attached hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby and the right to receive all Proceeds of any of the foregoing, in each case, arising under the Security Agreement and the Trademark Security Agreement (collectively, the "Trademark Collateral"); and

WHEREAS, the Agent acknowledges complete payment and performance of all Secured Obligations (other than Unasserted Contingent Obligations), and as a result has agreed to terminate, cancel, release and discharge its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. The Agent hereby (i) absolutely, unconditionally and irrevocably terminates, cancels, releases and discharges the security interest in the Trademark Collateral and any and all other Liens and security interests that the Agent or its predecessors, successors, assigns and transferees may have in, to or on the Trademark Collateral and (ii) terminates and cancels the Trademark Security Agreement.

2. The Agent hereby authorizes and requests that the Commissioner for Trademarks record this Termination. At the request of each Grantor, at the Grantors' sole cost and expense, the Agent agrees to execute and deliver such other and further documents and instruments reasonably requested by the Grantors in writing in order to effect or evidence more fully the matters covered by this Termination.

3. THIS TERMINATION SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

4. This Termination shall be binding upon the Agent's representatives, successors, assigns and transferees.




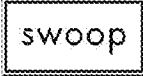

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ARES CAPITAL CORPORATION,
as Agent

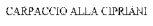






By:  _____
Name: Jim Miller
Title: Authorized Signatory



EXHIBIT A

Trademarks

Mark	Owner	Status	App./Reg. No.	App./Reg./ Date
YOTTO YOTTO Translation: YACHT	CIPRIANI GROUP, INC.	Pending	App 87567981	App 14-AUG-2017
 Socialista SOCIALISTA Translation: SOCIALIST	CIPRIANI GROUP, INC.	Registered	App 87267278 Reg 5260161	App 13-DEC-2016 Reg 08-AUG-2017
 CIPRIANI CIPRIANI	CIPRIANI GROUP, INC.	Registered	App 87260341 Reg 5259806	App 07-DEC-2016 Reg 08-AUG-2017
 CIPRIANI LE SPECIALITA CIPRIANI LE SPECIALITA Translation: CIPRIANI THE SPECIALS, CIPRIANI THE SPECIALTIES	CIPRIANI GROUP, INC.	Registered	App 87260337 Reg 5383591	App 07-DEC-2016 Reg 23-JAN-2018
 SWOOP	CIPRIANI GROUP, INC.	Registered	App 86849745 Reg 5277174	App 15-DEC-2015 Reg 29-AUG-2017
	CIPRIANI GROUP, INC.	Registered	App 85956872 Reg 4587070	App 11-JUN-2013 Reg 19-AUG-2014

Design Only				
<small>CIPRIANI CLUB RESIDENCES</small> CIPRIANI CLUB RESIDENCES	CIPRIANI GROUP, INC.	Registered	App 85799775 Reg 4387342	App 11-DEC-2012 Reg 20-AUG-2013
 Design Only	CIPRIANI GROUP, INC.	Registered	App 85796503 Reg 4507012	App 06-DEC-2012 Reg 01-APR-2014
 CIPRIANI DOWNTOWN	CIPRIANI GROUP, INC.	Registered	App 85147409 Reg 3996613	App 07-OCT-2010 Reg 19-JUL-2011
<small>CIPRIANI DOWNTOWN</small> CIPRIANI DOWNTOWN	CIPRIANI GROUP, INC.	Registered	App 85124840 Reg 3996511	App 08-SEP-2010 Reg 19-JUL-2011
<small>CIPRIANI 42ND STREET</small> CIPRIANI 42ND STREET	CIPRIANI GROUP, INC.	Registered	App 77357198 Reg 3633745	App 20-DEC-2007 Reg 09-JUN-2009
<small>CIPRIANI WALL STREET</small> CIPRIANI WALL STREET	CIPRIANI GROUP, INC.	Registered	App 77357310 Reg 3633746	App 20-DEC-2007 Reg 09-JUN-2009
 <small>CIPRIANI CLUB RESIDENCES</small> CIPRIANI CLUB RESIDENCES	CIPRIANI GROUP, INC.	Registered	App 77234081 Reg 4060246	App 19-JUL-2007 Reg 22-NOV-2011

 <p>CARPACCIO ALLA CIPRIANI</p> <p>CARPACCIO ALLA CIPRIANI Translation: CARPACCIO BY CIPRIANI</p>	CIPRIANI GROUP, INC.	Renewed (Registered) Section 2(F)	App 78824556 Reg 3219820	App 27-FEB-2006 Reg 20-MAR-2007
 <p>Design Only</p>	CIPRIANI GROUP, INC.	Registered	App 78810426 Reg 4143210	App 08-FEB-2006 Reg 15-MAY-2012
 <p>Design Only Cross References: 888</p>	CIPRIANI GROUP, INC.	Renewed (Registered)	App 78808233 Reg 3219789	App 06-FEB-2006 Reg 20-MAR-2007
 <p>CIPRIANI RESIDENCES</p> <p>CIPRIANI RESIDENCES</p>	CIPRIANI GROUP, INC.	Registered Partial Section 2(F)	App 78585895 Reg 4656447	App 11-MAR-2005 Reg 16-DEC-2014
 <p>CIPRIANI BELLINI BASE</p>	ALTUNIS - TRADING GESTAO E SERVICOS LDA (Portugal)	Renewed (Registered) Section 44(D)	App 76510692 Reg 3029740	App 14-APR-2003 Reg 13-DEC-2005
 <p>CIPRIANI WALL STREET</p>	CIPRIANI GROUP, INC.	Renewed (Registered)	App 75487962 Reg 2844146	App 18-MAY-1998 Reg 25-MAY-2004
 <p>Design Only</p>	CIPRIANI GROUP, INC.	Renewed (Registered)	App 75320371 Reg 2195312	App 07-JUL-1997 Reg 13-OCT-1998

CIPRIANI FOOD	CIPRIANI GROUP, INC.	Renewed (Registered) Supplemental Register	App 75285926 Reg 2297069	App 05-MAY-1997 Reg 30-NOV-1999
 Design Only	CIPRIANI GROUP, INC.	Renewed (Registered)	App 75285927 Reg 2195057	App 05-MAY-1997 Reg 13-OCT-1998
CIPRIANI DOLCI Translation: SWEET	CIPRIANI GROUP, INC.	Renewed (Registered)	App 75285922 Reg 2598197	App 05-MAY-1997 Reg 23-JUL-2002
	CIPRIANI GROUP, INC.	Renewed (Registered)	App 74478400 Reg 2330449	App 11-JAN-1994 Reg 21-MAR-2000
	CIPRIANI GROUP, INC.	Registered	App 85149450 Reg 4082140	App 11-OCT-2010 Reg 10-JAN-2012