

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM797827

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fortress Credit Corp.		02/22/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	3903427 Canada, Inc.		
<b>Street Address:</b>	5357 Avenue Du Parc		
<b>City:</b>	Montreal		
<b>State/Country:</b>	QUEBEC		
<b>Postal Code:</b>	H2V4G9		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3241022	ESTIATORIO MILOS	
<b>Registration Number:</b>	3241021	MILOS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2164133839		
<i>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.</i>			
<b>Phone:</b>	2164783676		
<b>Email:</b>	sean.mellino@dinsmore.com		
<b>Correspondent Name:</b>	Sean F. Mellino		
<b>Address Line 1:</b>	1001 Lakeside Ave		
<b>Address Line 2:</b>	North Point Tower, Suite 990		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>NAME OF SUBMITTER:</b>	Sean F. Mellino		
<b>SIGNATURE:</b>	/Sean F. Mellino/		
<b>DATE SIGNED:</b>	03/27/2023		
<b>Total Attachments: 14</b>			
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source=MILOS - PAYOFF - CA#page14.tif

## PAYOUT LETTER

February 22, 2023

TO: 3903427 CANADA INC. (the Borrower)

AND TO: Milos Toronto Inc., 98638 Canada Inc., Milos, Inc., Milos HY, Inc., Milos By Costas Spiliadis Inc., the Corporation, Milos Holdings USA Inc., Milos Century Plaza Inc., 789123 Inc., Milos LA Grand Inc., CS Foods Procurement Inc., MR & H S.A., Estiatorio Milos (Hellas) Commercial S.A., Milos Marketa, Inc., Spiliadis Management Ltd., Constantinos Spiliadis and George Spiliadis (collectively, the Guarantors)

AND TO: ROYAL BANK OF CANADA

AND TO: BCF LLP

### RECITALS:

- A. Pursuant to an amended and restated credit agreement dated as of July 3, 2014 among, *inter alios*, the Borrower, as borrower, the Guarantors, the lenders from time to time party thereto (the Lenders), as lenders, and Fortress Credit Corp., as administrative agent to the Lenders (in such capacity, the Agent), as amended, restated, supplemented or otherwise modified from time to time (the Credit Agreement), the Lenders granted from time to time certain credit facilities in favour of the Borrower (the Credit Facilities);
- B. As security for the obligations of the Borrower and the Guarantors under or in connection with the Credit Agreement, the Borrower and the Guarantors executed and delivered certain guarantees and security to the Agent and the Lenders (all such security agreements or documents, hypothecs, mortgages, pledges, charges, liens, guarantees and any other instrument or document executed in favour of the Agent and the Lenders by the Borrower and the Guarantors in connection with or as security for such obligations of the Borrower and the Guarantors (whether executed before or after the Credit Agreement was entered into) are collectively referred to as the Security Documents, and together with the Credit Agreement, the Operative Documents).
- C. The Agent has been advised that all debts, liabilities and obligations of the Borrower and the Guarantors owing to the Agent and the Lenders in connection with the Operative Documents (collectively, the Obligations) will be paid out in full on the date hereof.
- D. As of the date hereof, the total amounts outstanding (the Payout Amount) on account of principal, interest and any fees owing by the Borrower and the Guarantors in respect of the Obligations are set out on Schedules "A" attached hereto. If the Payout Amount is not paid to the Agent in accordance with Section 1 hereof by 4:00 p.m. (Montréal time) on the date hereof, interest on the unpaid portion of the Payout Amount shall continue to accrue at the amount per day set forth in Schedules "A" attached hereto (the Per Diem).

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agrees that:

1. Upon receipt by the Agent of (i) a fully executed copy of this Payout Letter and (ii) the Payout Amount and the relevant Per Diem (if any) by wire transfer made in accordance with the wire transfer instructions set forth in Schedule "A" hereto (the date on which all of the foregoing conditions shall first be satisfied herein called the "Payout Date");

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- (a) All Obligations shall have been paid, satisfied and be automatically released in full (other than those Obligations that expressly survive repayment of the Loan as provided in the Loan Documents) and the Loan Documents shall be terminated except for those provisions of the Loan Documents that expressly survive such termination in accordance with the terms thereof;
- (b) All commitments under the Credit Agreement shall be cancelled and no further financial accommodation under the Credit Agreement shall be made to or requested by the Borrower;
- (c) All of the rights, claims, security interests, hypothecs, mortgages, pledges, charges, liens, guarantees, and any other rights or security created or granted in favour of the Agent and the Lenders or for their benefit by the Borrower and the Guarantors as security for the Obligations (including, without limitation, under the Security Documents), shall be automatically terminated and deemed discharged in their entirety and the Agent shall be deemed to have released, discharged and disclaimed and reassigned to the Borrower and the Guarantors all of the Agent's rights, titles and interests in and to the property, assets and collateral secured, mortgaged, hypothecated, charged or pledged under, by or pursuant to such security (including, without limitation, under the Security Documents), including, for greater certainty, all of the Agent's rights, titles and interests in any policies of insurance issued in favour of the Borrower and the Guarantors, except in each case, for those provisions that expressly survive such termination in accordance with the terms thereof, including without limitation any indemnities or other reimbursement obligations that expressly survive such termination in accordance with the terms of the Loan Documents;
- (d) The Agent shall, at the Borrower' expense, promptly execute and deliver or cause to be executed and delivered termination, *mainlevées* and discharge statements, RV forms and all such other and further documents, agreements and instruments necessary to effect the discharge, release and termination contemplated hereby, including, without limitation, the discharge of the registrations made by the Agent and the Lenders against the Borrower and the Guarantors set out in Schedule "B" attached hereto (the Registrations);
- (e) The Agent hereby authorizes BCF LLP (or their agents or authorized representatives) to discharge all security interests, mortgages, liens, encumbrances or hypothecs granted pursuant to the Security Documents, including, without limitation, the Registrations referred to in Schedule "B" hereof, and to prepare, execute and file in respect thereof (at the Borrower' sole cost and expense) any and all terminations, releases and financing change statements, RV Forms and *mainlevées* which may be necessary to give effect to the discharges and releases contemplated herein; and
- (f) The Agent shall:
  - a. within ten (10) business days following the Payout Date, return to the Borrower all share certificates pledged in its favour as security for the Obligations that are in its physical possession; and
  - b. be deemed to have authorized, on and with effect from the Payout Date, Borrower or its designees to, (i) send termination notices to each account bank in respect of any blocked account agreement or deposit agreement, (ii) send a notice to each landlord that entered into a landlord waiver in favour of the Agent to advise such landlord that the Credit Agreement has been terminated and (iii) at the reasonable request of Borrower, execute such additional instruments, releases and other writings, and take such other action, as Borrower may reasonably request to effect or evidence the satisfaction of the Obligations, the termination of the effectiveness of the Credit Agreement, the other terminated Loan Documents or any instruments executed pursuant thereto, or the release of any Liens relating to the collateral in favor of Lender,

but, in each case, without representation, warranty or recourse to Lender, and at the sole cost and expense of Borrower .

2. The Borrower acknowledges and agrees that, as of the Payout Date, no advances or borrowings under the Credit Agreement can be requested by the Borrower under the Credit Facilities and the Agent shall not be required to make any such advances or borrowings.
3. By their acceptance of the terms hereof, the Borrower, the Guarantors and each other Credit Party (on behalf of themselves and each of their respective Subsidiaries and Affiliates) hereby consent and concur fully with these presents for all purposes. Without limiting the generality of the foregoing, each of the Borrower, the Guarantors and each other Credit Party (on behalf of themselves and each of their respective Subsidiaries and Affiliates) and, to the extent the same is claimed by right of, through or under any Credit Party, for such Credit Party's past, present and future successors in title, representatives, assignees, agents, officers, directors, members, managers and shareholders hereby agrees that the Agent, the Lenders, each Lender-Related Person and their respective Affiliates, together with their respective successors-in-title, legal representatives and assignees, past, present and future officers, directors, employees, shareholders, agents, representatives, trustees, consultants, experts, advisors, attorneys and other professionals and all other persons and entities to whom Lender, Agent or any of their respective Affiliates would be liable if such persons or entities were found to be liable to Borrower, the Guarantors or any other Credit Party, or any of them (collectively hereinafter the "Lender Parties"), and successors and assigns, are released by the Borrower, the Guarantors and each other Credit Party, from any and all manner of action and actions, claims, obligations, rights, causes of action, charges, demands, counterclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, damages, judgments, expenses, executions, liens, claims of liens, claims of costs, penalties, attorneys' fees, or any other compensation, recovery or relief on account of any liability, obligation, demand or cause of action of whatever nature, whether in law, equity or otherwise (including without limitation those arising under 11 U.S.C. §§ 541-550 and interest or other carrying costs, penalties, legal, accounting and other professional fees and expenses, and incidental, consequential and punitive damages payable to third parties) and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, fixed or contingent, joint and/or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, contractual or tortious, direct, indirect, or derivative, asserted or unasserted, suspected or unsuspected, now existing, heretofore existing or which may heretofore accrue against any of the Lender Parties whether held in a personal or representative capacity, and which are based on any act, fact, event or omission or other matter, cause or thing occurring at or from any time prior to and including the date hereof which the Borrower, the Guarantors and each other Credit Party ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under, are connected with or are related directly or indirectly to this Payout Letter, the Credit Agreement or any other Loan Documents and the transactions contemplated thereby, and all other agreements, certificates, instruments and other documents and statements (whether written or oral) related to any of the foregoing. Each Credit Party hereby knowingly, voluntarily, intentionally and expressly waives and relinquishes any and all rights and benefits that it may have under any provision of any jurisdiction that provides that a general release does not extend to claims which the Credit Party does not know or suspect to exist in the Credit Party's favor at the time of executing the release, which if known by the Credit Party may have materially affected the Credit Party's decision to grant such release, including any law of the any state or territory of the United States or any foreign country or principle of common law that is similar or analogous. Each Credit Party hereby agrees and acknowledges that the foregoing waiver was separately bargained for. This waiver is an essential term of this letter agreement, without which Lender would not have agreed to execute this Payout Letter. The release contained herein and the related provisions shall survive the termination of the Credit Agreement and payment in full of the Obligations.
4. Notwithstanding anything to the contrary contained herein, to the extent that any payments or proceeds heretofore received by the Lender shall be subsequently declared to be fraudulent or

preferential, set aside and/or required to be repaid to a trustee, receiver, debtor in possession, or any other party under any bankruptcy law, state or federal law, common law or equitable cause (including pursuant to any settlement entered into by Lender in its discretion), then to the extent that such payment or proceeds received by any such person is rescinded or must be otherwise restored by any such person, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Obligations or part thereof which were intended to be satisfied, and all rights of such person with respect to such Obligations, shall be revived and continue in full force and effect, as if such payment or proceeds had never been received by such person to the extent permitted under applicable laws.

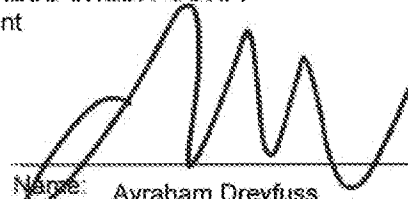
5. This Payout Letter shall be binding upon and effective as against the Agent and its successors and assigns and may be relied upon by the Agent, the Borrower, the Guarantors, each other Credit Party and their respective successors and assigns.
6. This Payout Letter may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single letter agreement. Delivery of an executed signature page of this Payout Letter by electronic transmission shall be as effective as delivery of a manually executed counterpart of this Payout Letter.
7. This Payout Letter and the interpretation and enforcement thereof shall be governed by and construed in accordance with the local laws of the State of New York, United States of America, without reference to conflicts of law principles except to the extent necessary to enforce this choice of law provision.
8. This Payout Letter shall terminate on February 28, 2023 if the Payout Date has not occurred prior to such time.
9. The parties hereto have expressly required that this Payout Letter and all deeds, documents and notices relating thereto be in the English language. *Les parties aux présentes ont expressément exigé que la présente convention et tous les autres actes, documents ou avis qui y sont afférents soient rédigés en langue anglaise.*

[signature pages follow]

Yours truly,

FORTRESS CREDIT CORP.  
as Agent

By :



Name: Avraham Dreyfuss  
Title: Chief Financial Officer

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ACKNOWLEDGED BY:

3903427 CANADA INC.

By :   
20EBFED28B10423...  
Name: Constantinos Spiliadis  
Title:

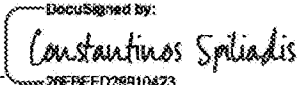
98638 CANADA INC.

By :   
20EBFED28B10423...  
Name: Constantinos Spiliadis  
Title:

MILOS TORONTO INC.

By :   
20EBFED28B10423...  
Name: Constantinos Spiliadis  
Title:

MILOS HOLDINGS USA INC.

By :   
20EBFED28B10423...  
Name: Constantinos Spiliadis  
Title:



MILOS, INC.

By :   
20E3FED28910423...  
Name: Constantinos Spiliadis  
Title:

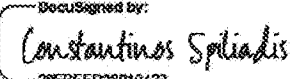
MILOS HY, INC.

By :   
20E3FED28910423...  
Name: Constantinos Spiliadis  
Title:

MILOS BY COSTAS SPILIADIS INC.

By :   
20E3FED28910423...  
Name: Constantinos Spiliadis  
Title:

MILOS CENTURY PLAZA INC.

By :   
20E3FED28910423...  
Name: Constantinos Spiliadis  
Title:

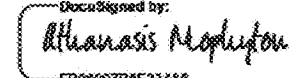
MILOS LA GRAND INC.

By :   
DocuSigned by:  
28E33FED28910423...  
Name: Constantinos Spiliadis  
Title:

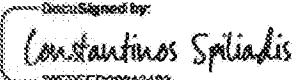
789123 INC.

By :   
DocuSigned by:  
28E33FED28910423...  
Name: Constantinos Spiliadis  
Title:

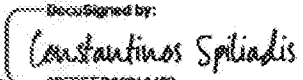
CS FOODS PROCUREMENT LIMITED

By :   
DocuSigned by:  
FB08087B8E334A6...  
Name: Thanos A. Neophytou  
Title:

MILOS RESTAURANTS (UK) LIMITED

By :   
DocuSigned by:  
28E33FED28910423...  
Name: Constantinos Spiliadis  
Title:

MR & H S.A.

By :   
DocuSigned by:  
28E33FED28910423...  
Name: Constantinos Spiliadis  
Title:

ESTIATORIO MILOS (HELLAS) COMMERCIAL  
S.A.

By :   
DocuSigned by:  
208BFE028910423...  
Name: Constantinos Spiliadis  
Title:

MILOS MARKETA, INC.

By :   
DocuSigned by:  
208BFE028910423...  
Name: Constantinos Spiliadis  
Title:

  
DocuSigned by:  
208BFE028910423...  
CONSTANTINOS SPILIADIS

## SCHEDULE "B"

### REGISTRATIONS

#### RPMRR, PPSR, UCC and Cyprus Registers

- Conventional hypothec without delivery by 3903427 CANADA INC. registered at the Register of Personal and Movable Real Rights (the RPMRR) under numbers 19-0222919-0001 and 19-0222919-0002;
- Conventional hypothec without delivery by 3903427 CANADA INC. registered at the RPMRR under number 20-0480361-0001;
- Conventional hypothec without delivery by MILOS TORONTO INC. registered at the RPMRR under number 20-0452079-0001;
- Deed of immovable hypothec executed by Constantinos Spiliadis on December 2, 2011 before Mtre Sébastien Marcoux, notary, under his minute number 163, registered at the Land Registry Office of the Registration Division of Montreal under number 18 685 935;
- General Security Agreement by MILOS TORONTO INC. registered at the Ontario Person Property Security Register under number 20200528 1146 1862 4897;
- General Security Agreement by 789123 INC. registered at the Uniform Commercial Code Register (the UCC) of the State of Delaware under number 20203855097;
- General Security Agreement by MILOS HOLDINGS USA INC. registered at the UCC of the State of Delaware under number 20203871623;
- Cyprus Deed of Pledge of Shares by CS FOOD PROCUREMENT LIMITED registered at the Cyprus Registrar of Companies under number 260964-50.

#### CIPO AND USPTO

(Intellectual Property filed in other jurisdictions to be confirmed post-disbursement)

#### 1. 3903427 Canada Inc.

Jurisdiction	Mark	Application No.	Registration No.	Owner Information	Security Agreement Filed
United States	<u>ESTIATORIO</u> <u>MILOS</u>	76645717	3241022	3903427 Canada Inc. (Canada Corporation) 5357 AVENUE DU PARC, MONTREAL, QUEBEC H2V4G9 Canada	Reel/Frame: 4661/0699 Date Recorded: Nov. 16, 2011 Assignor: 3903427 CANADA INC. Execution Date: Nov. 16, 2011 Assignee: FORTRESS CREDIT CORP., AS AGENT Address:


Jurisdiction	Mark	Application No.	Registration No.	Owner Information	Security Agreement Filed
United States	<u>MILOS and Design</u>  Milos	76645710	3241021	3903427 Canada Inc. (Canada Corporation) 5357 AVENUE DU PARC, MONTREAL, QUEBEC H2V4G9 Canada	1345 AVENUE OF THE AMERICAS 46TH FLOOR NEW YORK, NEW YORK 10105

2. 98638 Canada Inc.


Jurisdiction	Mark	Application No.	Registration No.	Owner Information	Security Agreement Filed
Canada	<u>MILOS</u>	0610852	TMA36189 7	98638 Canada Inc. 5357 PARC AVENUE, MONTREAL, H2Y4G9, Canada	Security Agreement Placed on File DATE RECORDED: 2012-01-16 DATE OF CHANGE: 2012-01-16 COMMENTS: Fortress Credit Corp.

3. CS Foods Procurement Inc.

Jurisdiction	Mark	Application No.	Registration No.	Owner Information	Security Agreement Filed
United States	<u>ESTIATO</u> <u>RIO</u> <u>MILOS</u> <u>LAS</u> <u>VEGAS</u>	77899280	4013131	Cs Food Procurement Limited (Cyprus Company) 6th Floor, Flat/Office 602 Agias Elenis, 4, Nicosia 1060 Cyprus	Conveyance: SECURITY INTEREST Reel/Frame: 4661/0665  Date Recorded: Nov. 16, 2011 Assignor: CS FOOD PROCUREMENT LIMITED

Jurisdiction	Mark	Application No.	Registration No.	Owner Information	Security Agreement Filed
					<p>Execution Date: Nov. 16, 2011</p> <p>Assignee: FORTRESS CREDIT CORP., AS AGENT</p> <p>Address: 1345 AVENUE OF THE AMERICAS 46TH FLOOR NEW YORK, NEW YORK 10105</p>
United States	<p><u>ESTIATO</u> <u>RIO</u> <u>MILOS</u> <u>LAS</u> <u>VEGAS</u> and Design</p> 	77899293	4013132	<p>Cs Food Procurement Limited (Cyprus Company) 6th Floor, Flat/Office 602 Agias Elenis, 4, Nicosia 1060 Cyprus</p>	<p>Conveyance: SECURITY INTEREST Reel/Frame: 4661/0665</p> <p>Date Recorded: Nov. 16, 2011</p> <p>Assignor: CS FOOD PROCUREMENT LIMITED</p> <p>Execution Date: Nov. 16, 2011</p> <p>Assignee: FORTRESS CREDIT CORP., AS AGENT</p> <p>Address: 1345 AVENUE OF THE AMERICAS 46TH FLOOR NEW YORK, NEW YORK 10105</p>
United States	<p><u>MILOS BY</u> <u>COSTAS</u> <u>SPILIADIS</u></p>	85037291	4475486	<p>Cs Food Procurement Limited (Cyprus</p>	<p>Conveyance: SECURITY INTEREST</p>

Jurisdiction	Mark	Application No.	Registration No.	Owner Information	Security Agreement Filed
				Company) 6th Floor, Flat/Office 602 Agias Elenis, 4, Nicosia 1060 Cyprus	Reel/Frame: 4661/0665  Date Recorded: Nov. 16, 2011 Assignor: CS FOOD PROCUREMENT LIMITED Execution Date: Nov. 16, 2011 Assignee: FORTRESS CREDIT CORP., AS AGENT Address: 1345 AVENUE OF THE AMERICAS 46TH FLOOR NEW YORK, NEW YORK 10105
United States	<u>MILOS</u> <u>LAS</u> <u>VEGAS</u>	77899233	4013129	Cs Food Procurement Limited (Cyprus Company) 6th Floor, Flat/Office 602 Agias Elenis, 4, Nicosia 1060 Cyprus	Conveyance: SECURITY INTEREST Reel/Frame: 4661/0665  Date Recorded: Nov. 16, 2011 Assignor: CS FOOD PROCUREMENT LIMITED Execution Date: Nov. 16, 2011 Assignee: FORTRESS CREDIT CORP., AS AGENT Address: 1345 AVENUE OF THE AMERICAS 46TH FLOOR

Jurisdiction	Mark	Application No.	Registration No.	Owner Information	Security Agreement Filed
					NEW YORK, NEW YORK 10105
United States	<u>MILOS</u> <u>LAS</u> <u>VEGAS</u> <u>and Design</u> 	77899250	4013130	Cs Food Procurement Limited (Cyprus Company) 6th Floor, Flat/Office 602 Agias Elenis, 4, Nicosia 1060 Cyprus	Conveyance: SECURITY INTEREST Reel/Frame: 4661/0665  Date Recorded: Nov. 16, 2011 Assignor: CS FOOD PROCUREMENT LIMITED Execution Date: Nov. 16, 2011 Assignee: FORTRESS CREDIT CORP., AS AGENT Address: 1345 AVENUE OF THE AMERICAS 46TH FLOOR NEW YORK, NEW YORK 10105