

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVENUE HOSPITALITY GROUP, LLC		06/15/2023	Limited Liability Company: NEW YORK
BIJOU, LLC		06/15/2023	Limited Liability Company: NEVADA
DDD HOLDINGS, LLC		06/15/2023	Limited Liability Company: DELAWARE
HHH HOLDINGS, LLC		06/15/2023	Limited Liability Company: DELAWARE
HKCCIP, LLC		06/15/2023	Limited Liability Company: NEVADA
RPC LICENSING LLC		06/15/2023	Limited Liability Company: NEW YORK
RMNJ LICENSING LLC		06/15/2023	Limited Liability Company: DELAWARE
ROOF DECK ENTERTAINMENT LLC		06/15/2023	Limited Liability Company: DELAWARE
STAY IN YOUR LANE HOLDINGS, LLC		06/15/2023	Limited Liability Company: DELAWARE
TAO LICENSING LLC		06/15/2023	Limited Liability Company: DELAWARE
TOUCH, LLC		06/15/2023	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	4254240	AVE.	
Registration Number:	3966806	AVENUE	

OP \$1040.00 4254240

Property Type	Number	Word Mark
Registration Number:	3617172	LAVO
Registration Number:	5434993	LUCHINI
Registration Number:	5331176	THE HIGHLIGHT ROOM
Registration Number:	5450027	EGGHEAD
Registration Number:	5445090	EGGHEAD
Registration Number:	5020005	MARQUEE
Registration Number:	5578930	MARQUEE
Registration Number:	5607694	BEATWAVE SUNDAYS
Registration Number:	3975813	BEAUTY & ESSEX
Registration Number:	3197160	THE STANTON SOCIAL
Registration Number:	2472393	TAO
Registration Number:	3770321	TAO
Serial Number:	97686586	HOUSE OF TAO
Registration Number:	4256406	ALWAYS A HAPPY ENDING
Registration Number:	6403752	MAGIC HOUR
Registration Number:	5407573	V.I.WE
Registration Number:	5770335	LEGASEA
Registration Number:	5755040	SUITE SIXTEEN
Registration Number:	6015019	CATHEDRALE
Registration Number:	5886847	FLEUR ROOM
Registration Number:	6009595	LITTLE SISTER
Serial Number:	97470403	JEWEL NIGHTCLUB
Serial Number:	97470451	JEWEL NIGHTCLUB
Serial Number:	97470412	JEWEL NIGHTCLUB
Serial Number:	97470463	JEWEL NIGHTCLUB
Registration Number:	2885145	CARAMEL
Registration Number:	3521822	THE BANK
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:	3356286	THE LIGHT GROUP
Registration Number:	5475769	OMNIA DAY CLUB
Registration Number:	5191618	OMNIA NIGHTCLUB
Registration Number:	5191665	OMNIA NIGHTCLUB
Registration Number:	3056041	PURE

Property Type	Number	Word Mark
Registration Number:	5744556	WILD AT HEART

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2030869
NAME OF SUBMITTER:	ELIZABETH ESTEP
SIGNATURE:	/ELIZABETH ESTEP/
DATE SIGNED:	06/15/2023

Total Attachments: 6

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TRADEMARK PROPERTY SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT is entered into as of June 15, 2023, (this “*Agreement*”), among the Persons listed on the signature pages hereof (each, a “*Grantor*”) and JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain US Pledge and Security Agreement, dated as of June 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “*Security Agreement*”), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined below) pursuant to the Credit Agreement, dated as of June 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “*Credit Agreement*”), among Disco Ball Intermediate, LLC, a Delaware limited liability company, TAO Group Sub-Holdings LLC, a Delaware limited liability company (the “*Borrower*”), the Lenders from time to time party hereto and JPMorgan Chase Bank, N.A., as administrative agent, and the Collateral Agent. Consistent with the requirements set forth in **Sections 4.01** and **5.12** of the Credit Agreement and **Section 4.03(d)** of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “*IP Collateral*”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with (a) all goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past, present and future infringements, dilutions, or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law; and

B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and

remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. 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. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

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

AVENUE HOSPITALITY GROUP, LLC
BIJOU, LLC
DDD HOLDINGS, LLC
HHH HOLDINGS, LLC
HKCCIP, LLC
RPC LICENSING LLC
RMNJ LICENSING LLC
ROOF DECK ENTERTAINMENT LLC
STAY IN YOUR LANE HOLDINGS, LLC
TAO LICENSING LLC
TOUCH, LLC,
each, as a Grantor

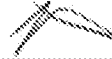
By: 
Name: Noah Tepperberg
Title: Co-Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008101 FRAME: 0166

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

By:



.....
Name: Roban Bhatia
Title: Vice President







[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008101 FRAME: 0167

SCHEDULE I

U.S. FEDERAL TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	DATE	TRADEMARK
Avenue Hospitality Group, LLC	4254240	04 Dec 2012	AVE.
Avenue Hospitality Group, LLC	3966806	24 May 2011	AVENUE
RMNJ Licensing LLC	3617172	05 May 2009	LAVO
RMNJ Licensing LLC	5434993	27 Mar 2018	LUCHINI
RMNJ Licensing LLC	5331176	07 Nov 2017	THE HIGHLIGHT ROOM
RMNJ Licensing LLC	5450027	17 April 2018	EGGHEAD
RMNJ Licensing LLC	5445090	10 April 2018	
Roof Deck Entertainment LLC	5020005	16 Aug 2016	MARQUEE
Roof Deck Entertainment LLC	5578930	9 Oct 2018	MARQUEE
Roof Deck Entertainment, LLC	5607694	13 Nov 2018	BEATWAVE SUNDAYS
RPC Licensing LLC	3975813	07 Jun 2011	BEAUTY & ESSEX
RPC Licensing LLC (Assigned from Stanton Surf Club LLC)	3197160	09 Jan 2007	THE STANTON SOCIAL
Tao Licensing LLC	2472393	24 Jul 2001	TAO
Tao Licensing LLC	3770321	06 Apr 2010	TAO
Tao Licensing LLC	Pending Serial No. 97686586	Filing Date 21 Nov 2022	HOUSE OF TAO
Tao Licensing LLC	4256406	11 Dec 2012	Always A Happy Ending
Stay in Your Lane Holdings, LLC	6403752	29 Jun 2021	MAGIC HOUR
Stay in Your Lane Holdings, LLC	5407573	20 Feb 2018	V.I.WE
Stay in Your Lane Holdings, LLC	5770335	4 June 2019	LEGASEA
Stay in Your Lane Holdings, LLC	5755040	21 May 2019	SUITE SIXTEEN
Stay in Your Lane Holdings, LLC	6015019	17 March 2020	CATHEDRALE
Stay in Your Lane Holdings, LLC	5886847	15 Oct 2019	FLEUR ROOM
Stay in Your Lane Holdings, LLC	6009595	10 March 2020	LITTLE SISTER

REGISTERED OWNER	REGISTRATION NUMBER	DATE	TRADEMARK
Bijou, LLC	Pending Serial No. 97470403	Filing Date 22 Jun 2022	JEWEL NIGHTCLUB
Bijou, LLC	Pending Serial No. 97470451	Filing Date 22 Jun 2022	JEWEL NIGHTCLUB (Stylized) 
Bijou, LLC	Pending Serial No. 97470412	Filing Date 22 Jun 2022	JEWEL NIGHTCLUB
Bijou, LLC	Pending Serial No. 97470463	Filing Date 22 Jun 2022	JEWEL NIGHTCLUB (Stylized) 
DDD Holdings, LLC	2885145	14 Sept 2004	CARAMEL
DDD Holdings, LLC	3521822	21 Oct 2008	THE BANK
HHH Holdings, LLC	3640406	16 June 2009	
HHH Holdings, LLC	3058696	14 Feb 2006	FIX
HHH Holdings, LLC	3106591	20 June 2006	
HHH Holdings, LLC	4203257	4 Sept 2012	
HHH Holdings, LLC	3873930	9 Nov 2010	LIQUID
HHH Holdings, LLC	4846200	3 Nov 2015	LIQUID
HHH Holdings, LLC	3356286	18 Dec 2007	THE LIGHT GROUP
Touch, LLC	5475769	22 May 2018	OMNIA DAY CLUB
Touch, LLC	5191618	25 Apr 2017	OMNIA NIGHTCLUB
Touch, LLC	5191665	24 Apr 2017	OMNIA NIGHTCLUB 
Touch, LLC	3056041	31 Jan 2006	PURE
Touch, LLC	5744556	7 May 2019	WILD AT HEART