

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM844466

<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>
13907473 CANADA INC.		04/29/2022	Company: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aymeric Pasquier		
<b>Street Address:</b>	4127 Drolet		
<b>City:</b>	Montreal, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H2W 2L5		
<b>Entity Type:</b>	INDIVIDUAL: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4097093	DÎNER EN BLANC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	914-941-5668		
<b>Email:</b>	PTO-NYTM-EMAIL@rothwellfigg.com		
<b>Correspondent Name:</b>	Jess M. Collen		
<b>Address Line 1:</b>	80 South Highland Avenue		
<b>Address Line 2:</b>	THE HOLYOKE-MANHATTAN BUILDING		
<b>Address Line 4:</b>	Ossining, NEW YORK 10562		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Jess M. Collen		
<b>Address Line 1:</b>	80 South Highland Avenue		
<b>Address Line 2:</b>	THE HOLYOKE-MANHATTAN BUILDING		
<b>Address Line 4:</b>	Ossining, NEW YORK 10562		
<b>NAME OF SUBMITTER:</b>	Jess M. Collen		
<b>SIGNATURE:</b>	/Jess M. Collen/		
<b>DATE SIGNED:</b>	10/08/2023		

OP \$40.00 4097093

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("**Trademark Security Agreement**") dated as of April 29<sup>th</sup>, 2022, is made by 13907473 Canada Inc., a federal corporation with a registered office at 2850 boul. de la Côte-Vertu, Suite 705, Montréal (Québec) H4R3A8, Canada (the "**Purchaser**") in favour of Aymeric Pasquier, a businessman residing at 4127 Drolet, Montreal, Quebec, H2W 2L5, Canada (the "**Vendor**").

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### RECITALS

WHEREAS, the Purchaser and the Vendor have entered into an asset purchase agreement dated as of April 29<sup>th</sup>, 2022 (the "**Asset Purchase Agreement**"), under which the Vendor notably sold to the Purchaser the trademarks "DINER EN BLANC" and "ENBLANC", which are registered in a number of countries worldwide as described in Schedule A hereof;

WHEREAS, under the terms of the Asset Purchase Agreement, a balance of the purchase price in the amount of (the "**Balance of Sale**") shall be paid by the Purchaser to Vendor, in accordance with the terms provided in the Paris event agreement entered into by and among the Purchaser, 9409-9363 Quebec Inc. ("**9409**"), the Vendor and Diner en Blanc International Inc. ("**DEB**") (the "**Paris Agreement**"), which has been entered into concurrently with the signing of the Asset Purchase Agreement;

WHEREAS, under the terms of the Asset Purchase Agreement, to guarantee the payment of the Balance of Sale, the Purchaser has granted to the Vendor, a security interest in certain intellectual property of the Purchaser for the amount of with interest at a rate of twelve percent (12%) per annum, and has agreed to execute and deliver this Trademark Security Agreement for recording with the Canadian Intellectual Property Office, the Register of personal and movable real rights and with any other competent authority in a country in which the trademarks are registered.

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

1. Grant of Security. The Purchaser hereby pledges and grants to the Vendor a security interest in and to all of the right, title, and interest of the Purchaser in, to, and under the following (the "**Trademark Collateral**") for the amount of with interest at a rate of twelve percent (12%) per annum, which shall be first ranking except with respect to any security granted to the Primary Bank (as defined in the Asset Purchase Agreement):
  - a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"); and
  - b) all rights of any kind whatsoever of the Purchaser accruing under the Trademarks provided by applicable law of any jurisdiction, by

international treaties and conventions, and otherwise throughout the world.

2. Recordation. The Purchaser authorizes the Canadian Intellectual Property Office, the Register of personal and movable real rights and any other competent authority in a country in which the Trademarks are registered to record and register this Trademark Security Agreement upon request by the Vendor, at the Vendor's costs. The Vendor agrees and undertakes not to record this Trademark Security Agreement with the competent authority in a country where such recordation could invalidate Purchaser's rights to the Trademarks.
3. Asset Purchase Agreement. This Trademark Security Agreement has been entered into in conjunction with the Asset Purchase Agreement, the Paris Agreement and the share purchase agreement entered into by and among the Purchaser, 9409, the Vendor and DEB (the "**Share Purchase Agreement**"), which are hereby incorporated by reference. The provisions of the Asset Purchase Agreement, the Paris Agreement and the Share Purchase Agreement, shall supersede and have control over any conflicting or inconsistent provision herein. The rights and remedies of the Vendor with respect to the Trademark Collateral are as provided in the Asset Purchase Agreement and the Paris Agreement and the Share Purchase Agreement, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
4. Termination. Upon full payment of the Balance of Sale, or if the payment of the Balance of Sale is deemed forfeited in accordance with the provisions of Section 3 of the Paris Agreement, this Trademark Security Agreement shall automatically terminate and all right, title and interest of the Vendor in and in respect of the Trademark Collateral secured hereunder shall be automatically released and all covenants and agreements of the Purchaser hereunder shall terminate and the Vendor shall at his cost, promptly upon request of the Purchaser, execute all such instruments and other documents, give such notifications or assurances and do all such further acts or things as may from time to time be necessary to fully release, cancel and discharge this Trademark Security Agreement and any and all registrations thereof.
5. Rank of Security. The Vendor acknowledges and agrees that the Primary Bank may register hypothecs, mortgages, charges, security agreements or other instruments (collectively the "**Primary Bank Security**") charging the Trademark Collateral in any jurisdiction whatsoever, which shall be first in priority ahead of the Vendor's security over the Trademark Collateral, and the Vendor hereby cedes, gives and grants to and in favour of the Primary Bank complete priority of rank on all Trademark Collateral over and ahead of the Vendor's security, all such that, without restricting the generality of the foregoing, the Primary Bank Security shall rank and subsist in priority to and ahead of the Vendor's security over the Trademark Collateral.
6. Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof.

7. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 to this Trademark Security Agreement in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
8. Successors and Assigns. This Trademark Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
9. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]


**IN WITNESS WHEREOF**, the Purchaser and the Vendor have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.



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**AYMERIC PASQUIER**

**13907473 CANADA INC.**







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**By: Sandy Safi, President**

## SCHEDULE A

## TRADEMARKS

Jurisdiction	Trademark	Application Number	Registration Number
USA	DÎNER EN BLANC  DÎNER EN BLANC	App 85218629	Reg 4097093
Canada	ENBLANC	App 2139215	
Canada	Diner en Blanc	App 1484828	Reg TMA813535
Mexico	DINER EN BLANC  	App 1270200	Reg 1313992
Argentina	LE DINER EN BLANC  	App 3307801	Reg 2706341
Brazil	DB DÎNER EN BLANC  	App 831169346	Reg 831169346
Colombia	LE DINER EN BLANC	App SD20170095111	Reg 596075
France	Le Dîner en Blanc <b>Le Dîner en Blanc</b>	App 99 787745	Reg 99 787745
United Kingdom	Le Dîner en Blanc <b>Le Dîner en Blanc</b>	App UK00801108447	Reg UK00801108447
EU trade marks	ENBLANC	App 18408170	Reg 18408170
Lebanon	DB Le Diner en Blanc  		Reg 155127
United Arab Emirates	LDB Le Diner En Blanc  	App 221579	Reg 221579

South Africa	<b>LE DINER EN BLANC</b> LE DINER EN BLANC	App 2013/05599	Reg 2013/05599
Hong Kong	<b>bai se wan can Diner en Blanc Dinner in White</b> Diner en Blanc Dinner in White 白色晚餐	App 302943847	Reg 302943847
Japan	<b>DINER EN BLANC</b>  Diner en Blanc	App 2015-094838	Reg 5821216
South Korea	<b>DINER EN BLANC</b>  Diner en Blanc	App 40-2017-0033000	Reg 4013682370000
Taiwan	<b>LE DINER EN BLANC</b>  LE DINER EN BLANC	App 107072653	Reg 01996802
Vietnam	<b>DINER EN BLANC DINNER IN WHITE Dạ Tiệc Trắng</b> DINER EN BLANC DINNER IN WHITE Dạ Tiệc Trắng	App 4201736201	Reg 40347727
Australia	<b>DINER EN BLANC</b> Diner en Blanc	App 1467728	Reg 1467728
New Zealand	<b>DINER EN BLANC</b>	App 974585 (00974585)	Reg 974585
International Register	<b>Diner en Blanc</b> Diner en Blanc		Reg 1509608
International Register	<b>Le Diner en Blanc</b> Le Diner en Blanc		Reg 1108447