

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM844924

|   |   |                       |                                      |
|---|---|-----------------------|--------------------------------------|
| <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>                   |
| Starr Restaurant Organization,<br>LP  |   | 10/10/2023            | Limited Partnership:<br>PENNSYLVANIA |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                                      |
| <b>Name:</b>  | Manufacturers and Traders Trust Company |                       |                                      |
| <b>Street Address:</b>  | One M&T Plaza                           |                       |                                      |
| <b>City:</b>  | Buffalo                                 |                       |                                      |
| <b>State/Country:</b>   | NEW YORK                                |                       |                                      |
| <b>Postal Code:</b>   | 14203                                   |                       |                                      |
| <b>Entity Type:</b>   | Corporation: NEW YORK                   |                       |                                      |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                       |                                      |
| <b>Property Type</b>  | <b>Number</b>                           | <b>Word Mark</b>      |                                      |
| <b>Registration Number:</b>   | 7102031                                 | LE COUCOU             |                                      |
| <b>Serial Number:</b>   | 98023308                                | LE DIPLOMATE          |                                      |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                                      |
| <b>Fax Number:</b>  | 6127661600                              |                       |                                      |
| <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>   | 6127666911                              |                       |                                      |
| <b>Email:</b>   | susan.carlson@faegredrinker.com         |                       |                                      |
| <b>Correspondent Name:</b>  | Susan Carlson, Faegre Drinker Biddle    |                       |                                      |
| <b>Address Line 1:</b>  | 90 S 7th St Ste 2200                    |                       |                                      |
| <b>Address Line 4:</b>  | Minneapolis, MINNESOTA 55402            |                       |                                      |
| <b>NAME OF SUBMITTER:</b>   | Susan Carlson                           |                       |                                      |
| <b>SIGNATURE:</b>   | /e/ Susan Carlson                       |                       |                                      |
| <b>DATE SIGNED:</b>   | 10/10/2023                              |                       |                                      |
| <b>Total Attachments: 4</b>   |   |                       |                                      |
| source=MT-SRO - Trademark Security Agreement (2023)#page1.tif   |   |                       |                                      |
| source=MT-SRO - Trademark Security Agreement (2023)#page2.tif   |   |                       |                                      |
| source=MT-SRO - Trademark Security Agreement (2023)#page3.tif   |   |                       |                                      |
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OP \$65.00 7102031

## UNITED STATES TRADEMARK SECURITY AGREEMENT

This UNITED STATES TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of October 10, 2023 is made by and among Manufacturers and Traders Trust Company, in its capacity as Administrative Agent (together with its successors and assigns, in such capacity, the “**Agent**”), and Starr Restaurant Organization, LP, a Pennsylvania limited partnership (together with its successors and permitted assigns, the “**Grantor**”).

WHEREAS, this Agreement will be filed with the United States Patent and Trademark Office to among other things indicate that Agent is collateral assignee with respect to the Trademarks (as defined herein) listed on Schedule A hereto;

WHEREAS, Grantor is the owner of those certain trademarks, including the applications and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the trademarks and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof, set forth on Schedule A hereto (collectively, the “**Trademarks**”); and

WHEREAS, the Grantor and the Agent executed a Security Agreement dated as of December 9, 2019 (as amended, restated, modified or supplemented from time to time, the “**Security Agreement**”), pursuant to which the Grantor, among others, granted and agreed to grant to Agent, for itself and on behalf of certain other Secured Parties (as defined in the Security Agreement), a security interest in certain of its assets to secure obligations owing to the Agent and certain other Secured Parties;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges and grants (and confirms and ratifies all other pledges and grants heretofore made to the Agent) to the Agent a security interest and lien in and to the Trademarks, subject to the terms and conditions of the Security Agreement, excluding any “intent-to-use” trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing 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 (“ITU Applications”), to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such ITU Applications under applicable federal law (it being understood that after such period such ITU Applications shall be automatically subject to the security interest granted herein).

*[Signature Page to Follow]*

Executed as of the date first above written.

**GRANTOR:**

**STARR RESTAURANT ORGANIZATION, LP**

By: Starr Restaurant Organization GP, LLC, its general partner

By:  \_\_\_\_\_

Name: Melissa MacLeod

Title: Vice President and General Counsel

AGENT:

MANUFACTURERS AND TRADERS TRUST  
COMPANY, in its capacity as Agent

By: Will Johnston  
Name: WILLIAM JOHNSTON  
Title: SR. VICE PRESIDENT

*[Signature Page to United States Trademark Security Agreement]*

TRADEMARK  
REEL: 008222 FRAME: 0995

**Schedule A**  
**Trademarks**

| Country | Owner                                      | Mark         | Serial. No. | Filing Date | Reg. No. | Reg. Date |
|---------|--|--------------|-------------|-------------|----------|-----------|
| US      | Starr<br>Restaurant<br>Organization,<br>LP | LE COUCOU    | 97243662    | 1/28/2022   | 7102031  | 5/24/2022 |
| US      | Starr<br>Restaurant<br>Organization,<br>LP | LE DIPLOMATE | 98023308    | 6/1/2023    | n/a      | n/a       |