

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM608689

<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>
SCULPTOR CAPITAL LP		11/13/2020	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DELAWARE LIFE INSURANCE COMPANY		
<b>Street Address:</b>	1601 Trapelo Road		
<b>City:</b>	Waltham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02451		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88579801	SCULPTOR	
<b>Serial Number:</b>	88579806	SCULPTOR REAL ESTATE	
<b>Registration Number:</b>	6176347	S	
<b>Registration Number:</b>	6170851	SCULPTOR	
<b>Registration Number:</b>	6170852	SCULPTOR CAPITAL MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122919868		
<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>	2125584229		
<b>Email:</b>	demarcor@sullcrom.com, nguyenb@sullcrom.com		
<b>Correspondent Name:</b>	Raffaele A. DeMarco		
<b>Address Line 1:</b>	125 Broad Street		
<b>Address Line 2:</b>	Sullivan & Cromwell LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10004-2498		
<b>NAME OF SUBMITTER:</b>	RAFFAELE A. DEMARCO		
<b>SIGNATURE:</b>	/RAFFAELE A. DEMARCO/		
<b>DATE SIGNED:</b>	11/13/2020		
<b>Total Attachments: 15</b>			

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is entered into by **SCULPTOR CAPITAL LP**, a Delaware limited partnership (the “**Grantor**”), in favor of **DELAWARE LIFE INSURANCE COMPANY (“DLIC”)**, as administrative agent for the Secured Parties (as defined in the Security Agreement referenced below) (in such capacity as administrative agent, together with its successors and permitted assigns, “**Administrative Agent**”).

### RECITALS:

**WHEREAS**, **SCULPTOR CAPITAL LP**, a Delaware limited partnership, **SCULPTOR CAPITAL ADVISORS LP**, a Delaware limited partnership (“**Advisors**”), **SCULPTOR CAPITAL ADVISORS II LP**, a Delaware limited partnership (“**Advisors II**”) have entered into that certain Credit and Guaranty Agreement, dated as of September 25, 2020 (as hereafter amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Grantor, Advisors, Advisors II, certain other Guarantors party thereto from time to time, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”) and **DLIC**, as Administrative Agent.

**WHEREAS**, in consideration of the extensions of credit and other accommodations of the Lenders as set forth in the Credit Agreement, the Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of November 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of Administrative Agent; and

**WHEREAS**, under the terms of the Security Agreement, the Grantor has granted a security interest in and continuing lien on certain property, including certain Intellectual Property of the Grantor to Administrative Agent, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

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

**Section 1. Defined Terms.** Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and, if not therein defined, in the Credit Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** The Grantor hereby grants to Administrative Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located, to the extent not constituting an Excluded Asset (all of which being hereinafter collectively referred to as the “**Trademark Collateral**”):

- (a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names,

service marks, certification marks, trade dress, collective marks, logos, other source or business identifiers and general intangibles of a like nature, all registrations and applications for any of the foregoing including: (i) the registrations and applications referred to in Schedule I attached hereto, (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement, dilution, misappropriation, breach or other violation of any of the foregoing, and (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit;

(b) any and all agreements, licenses and covenants providing for the granting of any right in or to Trademarks or otherwise providing for a covenant not to sue or governing co-existence (whether the Grantor is licensee or licensor thereunder) including each agreement referred to in Schedule I attached hereto;

(c) all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and

(d) all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

**Notwithstanding anything herein to the contrary, in no event shall (a) the Trademark Collateral consisting of Trademark Licenses include or the security interest granted hereunder attach to any lease, license, contract or agreement to which the Grantor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest, after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code or other applicable law, is prohibited by or in violation of (i) any law, rule or regulation applicable to the Grantor, or (ii) a term, provision or condition of any such lease, license, contract, property right or agreement entered into in the ordinary course of business and not meant to evade the provisions of this Agreement (unless (x) such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest hereunder pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity or (y) such provision or condition is waivable by the Grantor or any Subsidiary thereof); provided, however, that the Trademark Collateral consisting of Trademark Licenses shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, contract or agreement not subject to the prohibitions specified in (i) or (ii) above; provided, further, that the exclusions referred to in clause (a) of this Section shall not include any Proceeds of any such lease, license, contract or agreement; or (b) the Trademark Collateral include or the security interest granted hereunder attach to any applications for trademarks and service marks filed in the U.S. Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, to the extent that the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues from such intent-to-use trademark or service mark application, unless and until**

**evidence of use of the mark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act, 15 U.S.C. § 1051, at which point the Trademark Collateral shall include, and the security interest granted hereunder shall attach to, such application.**

**Section 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**Section 4. Applicable Law.** This Trademark Security Agreement and the rights and obligations of the parties under this Trademark Security Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles thereof.

**Section 5. Counterparts.** This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic format (i.e., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first written above.

**SCULPTOR CAPITAL LP,**

as Grantor


By: Sculptor Capital Holding Corporation, its  
general partner

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

Name: Thomas Sipp



Title: Chief Financial Officer

**DELAWARE LIFE INSURANCE  
COMPANY**  
as Administrative Agent




By:   
Name: James F. Alban  
Title: Authorized Signer

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**








**U.S. Applications**

<b>Grantor</b>	<b>Jurisdiction</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Record Owner</b>	<b>Status</b>
Sculptor Capital LP	United States	SCULPTOR design 	88579801	08/15/2019	Sculptor Capital LP	Active
Sculptor Capital LP	United States	SCULPTOR REAL ESTATE design 	88579806	08/15/2019	Sculptor Capital LP	Active

**Other Applications**






<b>Grantor</b>	<b>Jurisdiction</b>	<b>Trademark Name</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Record Owner</b>	<b>Status</b>
Sculptor Capital LP	Canada (CA)	S design 	1993473	22-Aug-2019	Sculptor Capital LP	Pending
Sculptor Capital LP	China (CN)	S design 	40520687	22-Aug-2019	Sculptor Capital LP	Pending
Sculptor Capital LP	Japan (JP)	S design 	1495729	22-Aug-2019	Sculptor Capital LP	Pending
Sculptor Capital LP	Canada (CA)	SCULPTOR	1987137	22-Aug-2019	Sculptor Capital LP	Pending
Sculptor Capital LP	Japan (JP)	SCULPTOR	1488998	22-Aug-2019	Sculptor Capital LP	Pending









Grantor	Jurisdiction	Trademark Name	Application Number	Application Date	Record Owner	Status
Sculptor Capital LP	Republic of Korea (KR)	SCULPTOR	1488998	22-Aug-2019	Sculptor Capital LP	Published
Sculptor Capital LP	Canada (CA)	SCULPTOR design 	1993475	22-Aug-2019	Sculptor Capital LP	Pending
Sculptor Capital LP	Japan (JP)	SCULPTOR design 	1495360	22-Aug-2019	Sculptor Capital LP	Pending
Sculptor Capital LP	Canada (CA)	SCULPTOR CAPITAL MANAGEMENT design 	1989553	22-Aug-2019	Sculptor Capital LP	Pending
Sculptor Capital LP	Japan (JP)	SCULPTOR CAPITAL MANAGEMENT design 	1491231	22-Aug-2019	Sculptor Capital LP	Pending
Sculptor Capital LP	Republic of Korea (KR)	SCULPTOR CAPITAL MANAGEMENT design 	1491231	22-Aug-2019	Sculptor Capital LP	Pending
Sculptor Capital LP	Canada (CA)	SCULPTOR REAL ESTATE design 	1990786	22-Aug-2019	Sculptor Capital LP	Pending
Sculptor Capital LP	Japan (JP)	SCULPTOR REAL ESTATE design 	1493324	22-Aug-2019	Sculptor Capital LP	Pending






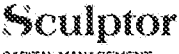

<b>Grantor</b>	<b>Jurisdiction</b>	<b>Trademark Name</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Record Owner</b>	<b>Status</b>
Sculptor Capital LP	Republic of Korea (KR)	SCULPTOR REAL ESTATE design <b>Sculptor</b> REAL ESTATE	1493324	22-Aug-2019	Sculptor Capital LP	Pending

**Other Registrations**

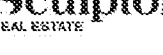
<b><u>Grantor</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Trademark Name</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>	<b><u>Record Owner</u></b>	<b><u>Status</u></b>
Sculptor Capital LP	United States	S design 	6176347	10/13/2020	Sculptor Capital LP	Registered
Sculptor Capital LP	Australia (AU)	S design 	2047456	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	Switzerland (CH)	S design 	1495729	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	European Union Intellectual Property Office (EM)	S design 	18111028	21-Dec-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	Finland (FI)	S design 	1495729	22-Aug-2019	Sculptor Capital LP	Registered

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>	<u>Status</u>
Sculptor Capital LP	United Kingdom (GB)	S design 	00003422641	17-Jan-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	Hong Kong (HK)	S design 	305033510	23-Jan-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	Republic of Korea (KR)	S design 	1495729	22-Aug-2019	Sculptor Capital LP	Published
Sculptor Capital LP	Singapore (SG)	S design 	40201924005Y	16-Jun-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	World Intellectual Property Organization	S design 	1495729	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	United Arab Emirates (UAE)	S design 	319338	16-Jan-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	United States	SCULPTOR	6170851	6-Oct-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	Australia (AU)	SCULPTOR	2039628	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	Switzerland (CH)	SCULPTOR	1488998	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	China (CN)	SCULPTOR	40520683	14-Jul-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	European Union Intellectual Property Office (EM)	SCULPTOR	018111035	18-Dec-2019	Sculptor Capital LP	Registered

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>	<u>Status</u>
Sculptor Capital LP	Finland (FI)	SCULPTOR	1488998	16-Oct-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	United Kingdom (GB)	SCULPTOR	00003422625	08-Nov-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	Hong Kong (HK)	SCULPTOR	305033556	23-Jan-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	Singapore (SG)	SCULPTOR	40201921302R	18-Mar-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	World Intellectual Property Organization	SCULPTOR	1488998	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	United Arab Emirates (AE)	SCULPTOR	319339	16-Jan-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	Australia (AU)	SCULPTOR design <b>Sculptor</b>	2047836	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	Switzerland (CH)	SCULPTOR design <b>Sculptor</b>	1495360	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	China (CN)	SCULPTOR design <b>Sculptor</b>	40520688	14-Jul-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	European Union Intellectual Property Office (EM)	SCULPTOR design <b>Sculptor</b>	018111033	21-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	Finland (FI)	SCULPTOR design <b>Sculptor</b>	1495360	13-Nov-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	United Kingdom (GB)	SCULPTOR design <b>Sculptor</b>	00003422627	08-Nov-2019	Sculptor Capital LP	Registered

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>	<u>Status</u>
Sculptor Capital LP	Hong Kong (HK)	SCULPTOR design 	305033547	23-Jan-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	Republic of Korea (KR)	SCULPTOR design 	1495360	22-Aug-2019	Sculptor Capital LP	Published
Sculptor Capital LP	Singapore (SG)	SCULPTOR design 	40201923965Y	18-Mar-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	World Intellectual Property Organization	SCULPTOR design 	1495360	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	United Arab Emirates (AE)	SCULPTOR design 	319335	13-Jan-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	United States	SCULPTOR CAPITAL MANAGEMENT design  <small>CAPITAL MANAGEMENT</small>	6170852	6-Oct-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	Australia (AU)	SCULPTOR CAPITAL MANAGEMENT design  <small>CAPITAL MANAGEMENT</small>	2042824	22-Aug-2019	Sculptor Capital LP	Registered

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>	<u>Status</u>
Sculptor Capital LP	Switzerland (CH)	SCULPTOR CAPITAL MANAGEMENT design <b>Sculptor</b> CAPITAL MANAGEMENT	1491231	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	China (CN)	SCULPTOR CAPITAL MANAGEMENT design <b>Sculptor</b> CAPITAL MANAGEMENT	40520685	14-Jul-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	European Union Intellectual Property Office (EM)	SCULPTOR CAPITAL MANAGEMENT design <b>Sculptor</b> CAPITAL MANAGEMENT	018111030	21-Dec-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	Finland (FI)	SCULPTOR CAPITAL MANAGEMENT design <b>Sculptor</b> CAPITAL MANAGEMENT	1491231	14-Nov-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	United Kingdom (GB)	SCULPTOR CAPITAL MANAGEMENT design <b>Sculptor</b> CAPITAL MANAGEMENT	00003422636	08-Nov-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	Hong Kong (HK)	SCULPTOR CAPITAL MANAGEMENT design <b>Sculptor</b> CAPITAL MANAGEMENT	305033538	23-Jan-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	Singapore (SG)	SCULPTOR CAPITAL MANAGEMENT design <b>Sculptor</b> CAPITAL MANAGEMENT	40201922240S	28-Feb-2020	Sculptor Capital LP	Registered

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>	<u>Status</u>
Sculptor Capital LP	World Intellectual Property Organization	SCULPTOR CAPITAL MANAGEMENT design 	1491231	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	United Arab Emirates (AE)	SCULPTOR CAPITAL MANAGEMENT design 	319336	16-Jan-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	Australia (AU)	SCULPTOR REAL ESTATE design 	2044278	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	Switzerland (CH)	SCULPTOR REAL ESTATE design 	1493324	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	China (CN)	SCULPTOR REAL ESTATE design 	40520686	14-Jul-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	European Union Intellectual Property Office (EM)	SCULPTOR REAL ESTATE design 	018111029	21-Dec-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	Finland (FI)	SCULPTOR REAL ESTATE design 	1493324	18-Nov-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	United Kingdom (GB)	SCULPTOR REAL ESTATE design 	00003422637	08-Nov-2019	Sculptor Capital LP	Registered

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>	<u>Status</u>
Sculptor Capital LP	Hong Kong (HK)	SCULPTOR REAL ESTATE design 	305033529	23-Jan-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	Singapore (SG)	SCULPTOR REAL ESTATE design 	40201922940V	18-Mar-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	World Intellectual Property Office	SCULPTOR REAL ESTATE design 	1493324	22-Aug-2019	Sculptor Capital LP	Registered
Sculptor Capital LP	United Arab Emirates (AE)	SCULPTOR REAL ESTATE design 	319337	13-Jan-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	China (CN)	SCULPTOR (SI TAO) Chinese 	40520682	07-Jul-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	China (CN)	SCULPTOR CAPITAL MANAGEMENT (ZI BEN GUAN LI) Chinese 	40520684	07-Jul-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	China (CN)	SCULPTOR (SI TAO) Chinese 	40651266	14-Apr-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	Hong Kong (HK)	SCULPTOR (SI TAO) Chinese 思韬 / 思韜	305033501	23-Jan-2020	Sculptor Capital LP	Registered



<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Record Owner</u>	<u>Status</u>
Sculptor Capital LP	Hong Kong (HK)	SCULPTOR CAPITAL MANAGEMENT (ZI BEN GUAN LI) Chinese  思韜資本管理 / 思韜資本管理	305033493	23-Jan-2020	Sculptor Capital LP	Registered
Sculptor Capital LP	Hong Kong (HK)	SCULPTOR (SI TAO) Chinese  司韜 / 司韜	305040062	24-Jan-2020	Sculptor Capital LP	Registered