

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
85 TENTH RESTAURANTS LLC		04/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IL POSTO LLC		
Street Address:	c/o Pola, 355 West 46th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4635048	DEL POSTO	
Registration Number:	4635050	DEL POSTO	
CORRESPONDENCE DATA			
Fax Number:	2129860604		
<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>			
Phone:	2128834900		
Email:	phipdocketing@cozen.com		
Correspondent Name:	Lisa A. Ferrari		
Address Line 1:	175 Greenwich Street, 55th Floor		
Address Line 2:	3 World Trade Center		
Address Line 4:	New York, NEW YORK 10007		
ATTORNEY DOCKET NUMBER:	Lisa A Ferrari		
NAME OF SUBMITTER:	Lisa A. Ferrari		
SIGNATURE:	/Lisa A. Ferrari/		
DATE SIGNED:	04/23/2021		
Total Attachments: 4			
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

April 2, 2021

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, 85 TENTH RESTAURANTS LLC, a Delaware limited liability company, with its principal place of business at c/o J2K Creative LLC, 70 Pine Street, 10th Floor, New York, NY 10005 (“Grantor”), hereby grants to IL POSTO LLC, a New York limited liability company having an address at c/o Pola, 355 West 46th Street, New York, NY 10036 (together with its successors and assigns, “Grantee”), a continuing security interest in the following and as more fully described in the Security Agreement referred to below: (i) all of Grantor’s right, title and interest in, to and under the United States trademarks, service marks, trademark registrations, and service mark registrations set forth on Schedule A attached hereto (the foregoing, collectively, the “Marks”), (ii) all products and services of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Grant”) is made to secure the satisfactory performance and payment when due of all the Grantor’s Secured Obligations, as such term is defined in the 85 Tenth Restaurants LLC Promissory Note and Security Agreement, by the Grantor and the Grantee, dated as of April 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified hereafter, the “Security Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The undersigned Grantor and Grantee acknowledge and agree that the security interest in the Marks (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademarks.

This Grant and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Grant and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

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[Signatures on following pages]

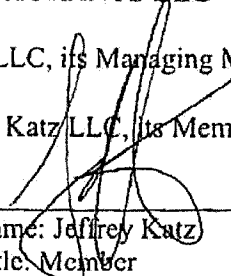
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

GRANTOR:

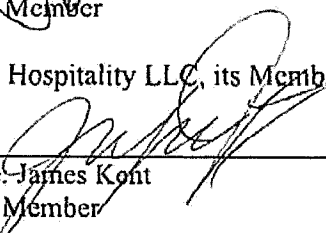
85 TENTH RESTAURANTS LLC

By: J2K Creative LLC, its Managing Member

By: Jeffrey Katz/LLC, its Member

By: 
Name: Jeffrey Katz
Title: Member

By: 10th Street Hospitality LLC, its Member

By: 
Name: James Kont
Title: Member

Accepted and Agreed:

GRANTEE:

IL POSTO LLC

By: Il Posto Management LLC, as Manager

By: _____
Name: Joseph Bastianich
Title: President

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date above first written.

GRANTOR:

85 TENTH RESTAURANTS LLC

By: J2K Creative LLC, its Managing Member

By: Jeffrey Katz LLC, its Member

By: _____
Name: Jeffrey Katz
Title: Member

By: 10th Street Hospitality LLC, its Member

By: _____
Name: James Kent
Title: Member

Accepted and Agreed:

GRANTEE:

IL POSTO LLC

By: Il Posto Management LLC, as Manager

By: _____
Name: Joseph Bastianich
Title: President

**SCHEDULE A
TRADEMARKS**

Mark	Jurisdiction	Registration Number	Registration Date
DEL POSTO	United States	4635048	Nov. 11, 2014
DEL POSTO with design	United States	4635050	Nov. 11, 2014