

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807698

|                                    |                                     |                       |  |
|------------------------------------|-------------------------------------|-----------------------|--|
| <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>                     |
| Avenue Hospitality Group, LLC      |                                     | 05/03/2023            | Limited Liability Company:<br>NEW YORK |
| Bijou, LLC                         |                                     | 05/03/2023            | Limited Liability Company:<br>NEVADA   |
| DDD Holdings, LLC                  |                                     | 05/03/2023            | Limited Liability Company:<br>DELAWARE |
| HHH Holdings, LLC                  |                                     | 05/03/2023            | Limited Liability Company:<br>DELAWARE |
| HKCCIP, LLC                        |                                     | 05/03/2023            | Limited Liability Company:<br>NEVADA   |
| RPC Licensing LLC                  |                                     | 05/03/2023            | Limited Liability Company:<br>NEW YORK |
| RMNJ Licensing LLC                 |                                     | 05/03/2023            | Limited Liability Company:<br>DELAWARE |
| Roof Deck Entertainment LLC        |                                     | 05/03/2023            | Limited Liability Company:<br>DELAWARE |
| Stay In Your Lane Holdings,<br>LLC |                                     | 05/03/2023            | Limited Liability Company:<br>DELAWARE |
| Tao Licensing LLC                  |                                     | 05/03/2023            | Limited Liability Company:<br>DELAWARE |
| Touch, LLC                         |                                     | 05/03/2023            | Limited Liability Company:<br>NEVADA   |
| <b>RECEIVING PARTY DATA</b>        |                                     |                       |  |
| <b>Name:</b>                       | Acquiom Agency Services LLC         |                       |  |
| <b>Street Address:</b>             | 950 17th Street, Suite 1400         |                       |  |
| <b>City:</b>                       | Denver                              |                       |  |
| <b>State/Country:</b>              | COLORADO                            |                       |  |
| <b>Postal Code:</b>                | 80202                               |                       |  |
| <b>Entity Type:</b>                | Limited Liability Company: COLORADO |                       |  |
| <b>PROPERTY NUMBERS Total: 41</b>  |                                     |                       |  |
| <b>Property Type</b>               | <b>Number</b>                       | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>        | 4254240                             | AVE.                  |  |
| <b>Registration Number:</b>        | 3966806                             | AVENUE                |  |

CH \$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:** 9494754754

*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:** 949-451-3800

**Email:** skann@gibsondunn.com

**Correspondent Name:** Stephanie Kann

**Address Line 1:** 3161 Michelson Drive

**Address Line 2:** Gibson, Dunn & Crutcher LLP

**Address Line 4:** Irvine, CALIFORNIA 92612

|                                |                  |
|--------------------------------|------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 65430-00019      |
| <b>NAME OF SUBMITTER:</b>      | Stephanie Kann   |
| <b>SIGNATURE:</b>              | /stephanie kann/ |
| <b>DATE SIGNED:</b>            | 05/03/2023       |

**Total Attachments: 6**

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## TRADEMARK PROPERTY SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT is entered into as of May 3, 2023, (this “*Agreement*”), among the Persons listed on the signature pages hereof (each, a “*Grantor*”) and Acquiom Agency Services LLC, 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 May 3, 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 May 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “*Credit Agreement*”), among Disco Ball Merger Sub, LLC, a Delaware limited liability company (the “*Initial Borrower*”), which, on the Closing Date, shall be merged with TAO Group Sub-Holdings LLC, a Delaware limited liability company (the “*Company*” and, following the consummation of the Merger, the “*Borrower*”), Disco Ball Intermediate, LLC, a Delaware limited liability company (“*Holdings*”), Monarch Alternative Capital LP (the “*Lead Lender*”), the Company, the Lenders from time to time party hereto, Acquiom Agency Services LLC and Seaport Loan Products LLC, each as a co-administrative agent (in such capacity, collectively, the “*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.

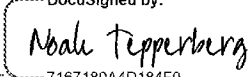
**SECTION 4. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

**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 a Grantor

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Noah Tepperberg  
Title: Co-Chief Executive Officer

**ACQUIOM AGENCY SERVICES LLC,**  
as the Collateral Agent

By:   
Name: Beth Cesari  
Title: Senior Director

*[Signature Page to Trademark Property Security Agreement]*

**SCHEDULE I**

**U.S. FEDERAL TRADEMARKS**

| <b>REGISTERED OWNER</b>                                    | <b>REGISTRATION NUMBER</b>     | <b>DATE</b>             | <b>TRADEMARK</b>  |
|--|--------------------------------|-------------------------|---|
| 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<br>(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<br>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   |
| Bijou, LLC   | Pending<br>Serial No. 97470403 | Filing Date 22 Jun 2022 | JEWEL NIGHTCLUB   |



| REGISTERED OWNER  | REGISTRATION NUMBER            | DATE                    | TRADEMARK  |
|-------------------|--------------------------------|-------------------------|--|
| Bijou, LLC        | Pending<br>Serial No. 97470451 | Filing Date 22 Jun 2022 | JEWEL NIGHTCLUB<br>(Stylized)<br> |
| Bijou, LLC        | Pending<br>Serial No. 97470412 | Filing Date 22 Jun 2022 | JEWEL NIGHTCLUB  |
| Bijou, LLC        | Pending<br>Serial No. 97470463 | Filing Date 22 Jun 2022 | JEWEL NIGHTCLUB<br>(Stylized)<br> |
| 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<br>             |
| Touch, LLC        | 3056041                        | 31 Jan 2006             | PURE   |
| Touch, LLC        | 5744556                        | 7 May 2019              | WILD AT HEART  |