

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI64992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ciao Hospitality Group LLC		03/01/2024	Limited Liability Company: DELAWARE
The After Midnight Group LLC		03/01/2024	Limited Liability Company: MINNESOTA
AMG-VA Operations LLC		03/01/2024	Limited Liability Company: MINNESOTA
AMG-OTSEGO LLC		03/01/2024	Limited Liability Company: MINNESOTA
THE AFTER MIDNIGHT GROUP III LLC		03/01/2024	Limited Liability Company: MINNESOTA
THE AFTER MIDNIGHT GROUP IV, LLC		03/01/2024	Limited Liability Company: MINNESOTA
THE AFTER MIDNIGHT GROUP VII, LLC		03/01/2024	Limited Liability Company: MINNESOTA
THE AFTER MIDNIGHT GROUP IX L.L.C.		03/01/2024	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Company Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. Dearborn Street, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5343101	COWBOY JACK'S	
Registration Number:	5268268	COWBOY JACK'S	
CORRESPONDENCE DATA			
Fax Number:	3059615812		
<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>			
TRADEMARK			

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Phone: 3055790812
Email: mrv@gtlaw.com,mary.marcos@gtlaw.com
Correspondent Name: Manuel R. Valcarcel Esq.
Address Line 1: 333 S.E. 2nd Avenue, 44th Floor
Address Line 2: Greenberg Traurig, P.A.
Address Line 4: Miami, FLORIDA 33131

ATTORNEY DOCKET NUMBER: 202848.019600

NAME OF SUBMITTER: Mary Marcos

SIGNATURE: Mary Marcos

DATE SIGNED: 03/04/2024

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this “Trademark Security Agreement”) is made as of March 1, 2024, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each, individually, “Grantor”), and JPMORGAN CHASE BANK, N.A. (the “Lender”) under the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among CIAO HOSPITALITY GROUP LLC, a Delaware limited liability company, as Borrower, the other Loan Parties thereto, and Lender, Lender has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to Lender that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Each Grantor does hereby grant to Lender a continuing security interest in all of such Grantor’s right, title, and interest in and to all of the following (all of the following, being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule I attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of

the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

3. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give notice to Lender in accordance with, and to the extent required by Section 4.7(a) of the Security Agreement, with respect to any such new trademarks. Without limiting the Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

4. Termination. This Trademark Security Agreement shall remain in effect until termination of the Security Agreement in accordance with Section 7.14 thereof.

5. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule I is incorporated herein by reference for all purposes. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Trademark Security Agreement shall be binding upon each Grantor, and the trustees, receivers, successors and assigns of any Grantor, including all successors in interest of any Grantor in and to all or any part of the Trademark Collateral, and shall benefit Lender and its successors and permitted assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. Except as expressly set forth in Section 3, this Trademark Security Agreement may

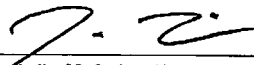
be amended or modified only with the written consent of each party hereto. So long as no Event of Default has occurred and is continuing, without the prior written consent of each Grantor, Lender may not assign this Trademark Security Agreement or its rights and obligations hereunder other than in connection with, and to the same assignee pursuant to an assignment of its rights and obligations under the Credit Agreement, pursuant to the terms thereof. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. The section headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.

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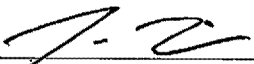
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CIAO HOSPITALITY GROUP LLC

By: 
Name: Jeff Crivello
Title: Managing Member

**THE AFTER MIDNIGHT GROUP LLC
AMG-VA OPERATIONS LLC
AMG - OTSEGO LLC
THE AFTER MIDNIGHT GROUP III LLC
THE AFTER MIDNIGHT GROUP IV, LLC
THE AFTER MIDNIGHT GROUP VII, LLC
THE AFTER MIDNIGHT GROUP IX L. L. C.**

By: 
Name: Jeff Crivello
Title: Manager

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Brandon Brauer
Title: Authorized Officer

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 008384 FRAME: 0469**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CIAO HOSPITALITY GROUP LLC

By: _____

Name: Jeff Crivello

Title: Managing Member

**THE AFTER MIDNIGHT GROUP LLC
AMG-VA OPERATIONS LLC
AMG - OTSEGO LLC
THE AFTER MIDNIGHT GROUP III LLC
THE AFTER MIDNIGHT GROUP IV, LLC
THE AFTER MIDNIGHT GROUP VII, LLC
THE AFTER MIDNIGHT GROUP IX L. L. C.**

By: _____

Name: Jeff Crivello

Title: Manager

LENDER:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Brandon Brauer

Title: Authorized Officer

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 008384 FRAME: 0470**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

PATENTS

Patent Description	Patent Number	Issue Date
-	-	-
-	-	-

PATENT APPLICATIONS

Patent Application	Application Filing Date	Application Serial Number
-	-	-
-	-	-
-	-	-

TRADEMARKS

Trademark	Registration Date	Registration Number	Entity
Cowboy Jack's (logo+words)	28 November 2017	5343101	The After Midnight Group LLC
Cowboy Jack's (plain text)	22 August 2017	5268268	The After Midnight Group LLC
Cowboy Jack's Saloon "Come back to the Wild West" + logo design	24 November 2009	3576890-3 (Minnesota)	The After Midnight Group LLC
Cowboy Slim's Saloon "Come back to the Wild West" + logo design	24 November 2009	3576890-2	The After Midnight Group LLC
"COWBOY JACKS" "BBQ Sauce" "georgia peach" "ComeBack to the Wild West"	4 January 2011	4095424-2 (Minnesota)	The After Midnight Group III, LLC
"COWBOY JACKS" "BBQ Sauce" "hot" "Come Back to the Wild West"	4 January 2011	4095424-3 (Minnesota)	The After Midnight Group III, LLC
"COWBOY JACKS" "BBQ Sauce" "original" "Come Back to the Wild West"	4 January 2011	4095424-5 (Minnesota)	The After Midnight Group III, LLC

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Trademark	Registration Date	Registration Number	Entity
“COWBOY JACKS” “Cowboy Ketchup” “ketchup with a kick” “Come Back to the Wild West”	4 January 2011	4095424-4 (Minnesota)	The After Midnight Group III, LLC

TRADEMARK APPLICATIONS

Trademark Application	Application Filing Date	Application Serial Number
-	-	-
-	-	-
-	-	-

COPYRIGHTS

Copyright	Registration Date	Registration Number
-	-	-
-	-	-
-	-	-

COPYRIGHT APPLICATIONS

Copyright Application	Application Filing Date	Application Serial Number
-	-	-
-	-	-
-	-	-

INTELLECTUAL PROPERTY LICENSES

Name of Agreement	Date of Agreement	Parties to Agreement
Trademark and IP License Agreement	December 1, 2017	The After Midnight Group LLC AMG-NB, LLC
Trademark and IP License Agreement	October 31, 2017	The After Midnight Group LLC The After Midnight Group III LLC The After Midnight Group IV, LLC The After Midnight Group VII, LLC AMG-MOA, LLC
Trademark and IP License Agreement	May 24, 2018	The After Midnight Group LLC FSB Associates, LLC
Trademark and IP License	November 29, 2016	The After Midnight Group

Name of Agreement	Date of Agreement	Parties to Agreement
Agreement		LLC MAR Hospitalities, LLC
Trademark and IP License Agreement	August __, 2020	The After Midnight Group LLC AVC, LLC

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