

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411561

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of a Security Interest - Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flo, LLC		08/24/2016	Limited Liability Company: DELAWARE
OTG Experience, LLC		08/24/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Collateral Agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4861235	FOR ALL THE REASONS YOU TRAVEL
Registration Number:	4822315	KOMBU
Registration Number:	4828731	VESPER TAVERN
Registration Number:	4492101	WIBAR
Registration Number:	4724072	XUN SU
Serial Number:	86713268	JUST NUTS
Serial Number:	86827017	MILES SHOP
Serial Number:	86979799	MILES SHOP
Serial Number:	86616677	NOLIB TAVERN
Serial Number:	86689251	OTGMEDIABAR
Serial Number:	86689224	OTGMEDIABAR
Serial Number:	86733142	SKILLCINO
Serial Number:	86733102	SKILLSINO
Serial Number:	86595799	SMARTRUCK
Serial Number:	86937226	SUNDAY SUPPER
Serial Number:	86713330	TRAVEL MIX
Serial Number:	86937245	WHISKEY TANGO BURGER

OP \$715.00 4861235

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86776401	FLO KITCHEN
Serial Number:	86776375	FLO MENU
Serial Number:	86776484	FLO PICTURES
Serial Number:	86776539	FLO PRO
Serial Number:	86753112	FLO REGISTER
Serial Number:	86776453	FLO SERVE
Serial Number:	86776431	FLO TOP
Serial Number:	86757400	FLORES
Registration Number:	4861218	FLO
Serial Number:	86979844	FLO 20/20
Serial Number:	86753127	FLO CATER

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	01/09/2017

Total Attachments: 8

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GRANT OF A SECURITY INTEREST – TRADEMARKS

August 24, 2016

WHEREAS, OTG Experience, LLC holds all right, title and interest in the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Schedule A Trademarks”);

WHEREAS, Flo, LLC holds all right, title and interest in the trademarks and service marks listed on the attached Schedule B, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Schedule B Trademarks”);

WHEREAS, OTG Experience, LLC and Flo, LLC are collectively referred to herein as the “Grantors”, and the Schedule A Trademarks and the Schedule B Trademarks are collectively referred to herein as the “Trademarks”;

WHEREAS, the Grantors have entered into a Security Agreement, dated December 11, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Ares Capital Corporation, a Maryland corporation (as successor in interest by assignment from Highbridge Principal Strategies, LLC), as Collateral Agent for itself and the Secured Parties (as defined in the Security Agreement) (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral owned by such Grantor to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed as of the above-written date.

OTG EXPERIENCE, LLC as Grantor

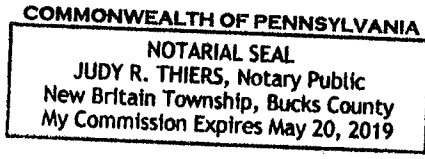
By: *CSP/WH*
Name:
Title:

STATE OF Pennsylvania
) SS:
COUNTY OF Bucks

Subscribed and sworn to this 24th day of August, 2016.

Judy R. Thiers
Notary Public

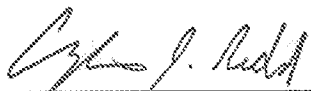
My Commission Expires: May 20, 2019



[Signature Page to Supplement to Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed as of the above-written date.

FLO, LLC as Grantor

By: 

Name: Christopher J. Redd

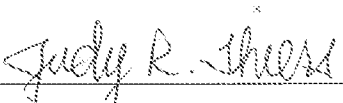
Title: General Counsel, Executive Vice President

and Secretary

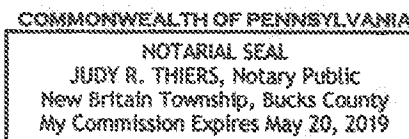
STATE OF Pennsylvania)

) SS:
COUNTY OF Bucks)

Subscribed and sworn to this 24th day of August, 2016.


Notary Public

My Commission Expires: May 20, 2019



Acknowledged and agreed by:

ARES CAPITAL CORPORATION, as Grantee

By



Name: Ian Fitzgerald

Title: Authorized Signatory

[Signature Page to Supplement to Trademark Security Agreement]

SCHEDULE A TO GRANT OF A SECURITY INTEREST

REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE	TRADEMARK	STATUS
4,861,235	11/24/2015	FOR ALL THE REASONS YOU TRAVEL	Registered
4,822,315	9/29/2015	KOMBU	Registered
4,828,731	10/6/2015	VESPER TAVERN	Registered
4,492,101	3/4/2014	WIBAR	Registered
4,724,072	4/21/2015	XUN SU	Registered
86-713268	8/3/2015	JUST NUTS	Pending
86-827017	11/20/2015	MILES SHOP	Pending
86-979799	11/20/2015	MILES SHOP	Pending
86-616677	5/1/2015	NOLIB TAVERN	Pending
86-689251	7/10/2015	OTGMEDIABAR	Pending
86-689224	7/10/2015	OTGMEDIABAR (and Design)	Pending
86-733,142	8/21/2015	SKILLCINO	Pending
86-733,102	8/21/2015	SKILLSINO	Pending
86-595799	4/13/2015	SMARTRUCK	Pending

86-937226	3/11/2016	SUNDAY SUPPER	Pending
86-713330	8/3/2015	TRAVEL MIX	Pending
86-937,245	3/11/2016	WHISKEY TANGO BURGER	Pending

SCHEDULE B TO GRANT OF A SECURITY INTEREST

REGISTRATION/ APPLICATION NUMBER	REGISTRATION/ APPLICATION DATE	TRADEMARK	STATUS
86-776,401	10/2/2015	FLO KITCHEN	Pending
86-776,375	10/2/2015	FLO MENU	Pending
86-776,484	10/2/2015	FLO PICTURES	Pending
86-776,539	10/2/2015	FLO PRO	Pending

86-7