

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414495

<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		01/31/2017	Limited Liability Company:
RMC Licensing LLC		01/31/2017	Limited Liability Company:
Buddha Entertainment LLC		01/31/2017	Limited Liability Company:
RMNJ Licensing LLC		01/31/2017	Limited Liability Company:
Roof Deck Entertainment LLC		01/31/2017	Limited Liability Company:
RPC Licensing LLC		01/31/2017	Limited Liability Company:
TAO Licensing LLC		01/31/2017	Limited Liability Company:
Stanton Surf Club LLC		01/31/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P.		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77696005	AVE.	
<b>Serial Number:</b>	77696031	AVENUE	
<b>Serial Number:</b>	86795918	VANDAL	
<b>Serial Number:</b>	85934613	WORLD'S LARGEST BACHELORETTE PARTY WLBP	
<b>Serial Number:</b>	77411211	LAVO	
<b>Serial Number:</b>	86723624	LIMELIGHT	
<b>Serial Number:</b>	86723630	THE LIMELIGHT	
<b>Serial Number:</b>	87196456	LUCHINI	
<b>Serial Number:</b>	87213515	THE GROOVEDECK	
<b>Serial Number:</b>	87213521	THE GROOVEDECK	
<b>Serial Number:</b>	87213483	HIGHLIGHT ROOFTOP	
<b>Serial Number:</b>	87213479	THE HIGHLIGHT ROOM	

OP \$590.00 77696005

Property Type	Number	Word Mark
Serial Number:	86135035	MARQUEE
Serial Number:	86075513	SUMMER LOVIN
Serial Number:	85027880	BEAUTY & ESSEX
Serial Number:	86306871	BEAUTY & ESSEX
Serial Number:	85489514	ALWAYS A HAPPY ENDING
Serial Number:	86582887	TAO
Serial Number:	75884286	TAO
Serial Number:	77744702	TAO
Serial Number:	86306850	TAO
Serial Number:	86105331	TAO
Serial Number:	76636134	THE STANTON SOCIAL

#### CORRESPONDENCE DATA

Fax Number: 2164798386

*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: 2164798386

Email: rebecca.gallagher@squirepb.com

Correspondent Name: Steven M. Auvil

Address Line 1: Squire Patton Boggs (US) LLP

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: Steven M. Auvil

SIGNATURE: /s/ Steven M. Auvil

DATE SIGNED: 02/01/2017

#### Total Attachments: 30

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of January 31, 2017, by each of the undersigned (collectively, the “**Grantors**” and each a “**Grantor**”), in favor of **GOLDMAN SACHS SPECIALITY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent and Sole Lead Arranger (“**Agent**”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (as defined below).

### RECITALS

**WHEREAS**, pursuant to that certain Credit and Guaranty Agreement, dated as of January 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among TAO Group Operating LLC, a Delaware limited liability company (“**Company**”), TAO Group Intermediate Holdings LLC, a Delaware limited liability company, the Grantors, certain other subsidiaries of Company party thereto, Agent and the Lenders party thereto from time to time, the Lenders have agreed, subject to the terms and conditions set forth in the Credit Agreement, to make extensions of credit to Company (the “**Loan**”); and

**WHEREAS**, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Secured Parties;

**NOW, THEREFORE**, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the prompt and complete payment and performance in full of the Obligations under the Credit Documents of each Grantor when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), each Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding (i) any Intellectual Property (as defined in the Pledge and Security Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade, violate or abandon such Intellectual Property and (ii) any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed (collectively, the “**IP Collateral**”):

(a) the U.S. and foreign copyright registrations set forth on Schedule A attached hereto (collectively, the “**Copyrights**”);

(b) the U.S. and foreign patents and patent applications set forth on Schedule B attached hereto (collectively, the “**Patents**”);

(c) the U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(d) any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(e) any and all licenses or rights granted by any Grantor under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights; and

(f) any and all, to the extent applicable, divisions, continuations, continuations in part, reissues, extensions, renewals, re-examinations and revivals of the foregoing; and

(g) any and all proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights or the Commissioner of Patents and Trademarks, as the case may be (and any state, foreign or other authority to which this IP Security Agreement is submitted, as applicable), to file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) in accordance with Section 9 of the Pledge and Security Agreement.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of, and the security interest granted to Agent (for the ratable benefit of the Secured Parties) under, the Pledge and Security Agreement. This IP Security Agreement is subject in all respects to the terms and provisions of the Pledge and Security Agreement, including, but not limited to, each Grantor’s obligations, representations, warranties and covenants relating to the IP Collateral. Each Grantor acknowledges and agrees that the obligations, representations, warranties and covenants contained in the Pledge and Security Agreement shall not be superseded hereby but shall remain in effect to the extent provided therein. In the event of any

Intellectual Property Security Agreement—Page 2

conflict or inconsistency between the terms of the Pledge and Security Agreement and the terms hereof, the terms of the Pledge and Security Agreement shall govern.

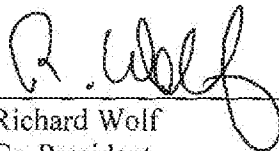
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

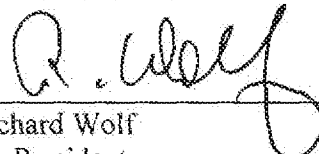
RMNJ LICENSING LLC

By:   
Name: Richard Wolf  
Title: Co-President

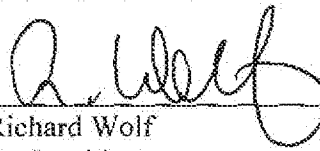
TAO LICENSING LLC

By:   
Name: Richard Wolf  
Title: Co-President

AVENUE HOSPITALITY GROUP, LLC

By:   
Name: Richard Wolf  
Title: Co-President

RPC LICENSING LLC

By:   
Name: Richard Wolf  
Title: Co-President

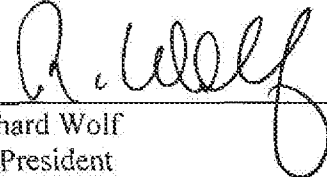
[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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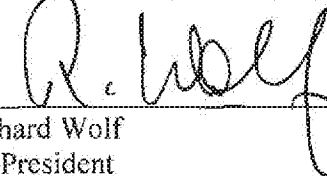
**BUDDHA ENTERTAINMENT LLC**

By:   
Name: Richard Wolf  
Title: Co-President

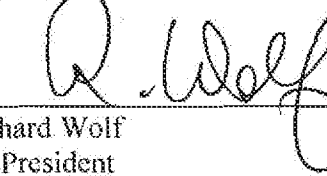
**ROOF DECK AUSTRALIA, LLC**

By:   
Name: Richard Wolf  
Title: Co-President

**ROOF DECK ENTERTAINMENT LLC**

By:   
Name: Richard Wolf  
Title: Co-President

**STANTON SURF CLUB LLC**

By:   
Name: Richard Wolf  
Title: Co-President



RMC LICENSING LLC

By: R. Wolf  
Name: Richard Wolf  
Title: Co-President

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK  
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**SCHEDULE A**

**COPYRIGHTS**

Registered Copyrights:

None.

**SCHEDULE B**

**PATENTS**

Patents and Pending Patent Applications:

None.

**SCHEDULE C**

**TRADEMARKS**

Registered and Pending Trademarks:

*i. Avenue Hospitality Group LLC*

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	AVE.	US Federal	77696005 20 Mar 2009	4254240 04 Dec 2012	43	Avenue Hospitality Group LLC	Registered
2.	AVENUE	US Federal	77696031 20 Mar 2009	3966806 24 May 2011	43	Avenue Hospitality Group LLC	Registered
3.	AVENUE	Australia [Int TM]	1449732 17 Aug 2011	1089309 18 Aug 2011	43	Avenue Hospitality Group LLC	Registered
4.	AVENUE	Australia	1786009 27 July 2016	N/A	41	Avenue Hospitality Group, LLC	Pending
5.		Australia	1786010 27 July 2016	N/A	41	Avenue Hospitality Group, LLC	Pending
6.	AVENUE	Brazil	904316181 02 Dec 2011	N/A	41	Avenue Hospitality Group LLC	Pending
7.	AVENUE	Brazil	904316343 02 Dec 2011	N/A	43	Avenue Hospitality Group LLC	Pending

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
8.	AVENUE	Int. Design / TM	1089309 17 Aug 2011	1089309 18 Aug 2011	43	Avenue Hospitality Group LLC	Registered
9.	AVENUE	Mexico	1187244 16 Jun 2011	1249961 09 Nov 2011	41	Avenue Hospitality Group LLC	Registered
10.	AVENUE	Singapore	T1317849E 06 Nov 2013	T1317849E 06 Nov 2013	43	Avenue Hospitality Group LLC	Registered
11.	AVENUE	United Arab Emirates	200641	N/A	43	Avenue Hospitality Group LLC	Pending

*ii. RMC Licensing LLC*

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	VANDAL	US Federal	86795918 22 Oct 2015	N/A	43	RMC Licensing LLC	Registered

*iii. Buddha Entertainment LLC*

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	WORLD'S LARGEST BACHELORETTE PARTY WLBP	US Federal	85934613 16 May 2013	4550360 17 Jun 2014	41	Buddha Entertainment, LLC	Registered

iv. RMNJ Licensing LLC

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	LAVO	US Federal	77411211 03 Mar 2008	3617172 05 May 2009	41 43	RMNJ Licensing LLC	Registered
2.	LAVO	Argentina	3108058 12 Aug 2011	2539087 16 Nov 2012	41	RMNJ Licensing LLC	Registered
3.	LAVO	Argentina	3108059 12 Aug 2011	2539088 16 Nov 2012	43	RMNJ Licensing LLC	Registered
4.	LAVO	Australia	1676834 24 Feb 2015	1676834 24 Feb 2015	41 43	RMNJ Licensing LLC	Registered
5.	LAVO	Australia [Int. TM]	1450836 08 Aug 2011	1450836 08 Aug 2011	41 43	RMNJ Licensing LLC	Registered
6.	LAVO	Int: TM	1089982 08 Aug 2011	1089982 08 Aug 2011	41 43	RMNJ Licensing LLC	Registered
7.	LAVO	Canada	1546668 05 Oct 2011	TMA852438 04 Jun 2013	N/A	RMNJ Licensing LLC	Registered
8.	LAVO	Canada	1805766 21 Oct 2016	N/A	41 43	RMNJ Licensing LLC	Pending

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
9.	LAVO	China [Int.TM]	1089982  08 Aug 2011	N/A	41 43	RMNJ Licensing LLC	Pending
10	LAVO	European Union [Int.TM]	1089982  08 Aug 2011	1089982  08 Aug 2011	41 43	RMNJ Licensing LLC	Registered
11	LAVO	Hong Kong	301998596  09 Aug 2011	301998596  15 Mar 2012	41 43	RMNJ Licensing LLC	Registered
12	LAVO	India	2189198  11 Aug 2011	2189198  01 Aug 2013	41	RMNJ Licensing LLC	Registered
13	LAVO	India	2189199  11 Aug 2011	2189199  30 Jul 2013	43	RMNJ Licensing LLC	Registered
14	LAVO	Italy [Int.TM]	1089982  08 Aug 2011	N/A	41 43	RMNJ Licensing LLC	Pending
15	LAVO	Japan  [Int. TM]	1089982  08 Aug 2011	N/A	41 43	RMNJ Licensing LLC	Pending

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
16	LAVO	Macau	N58690 15 Aug 2011	N58690 12 Feb 2012	41	RMNJ Licensing LLC	Registered
17	LAVO	Macau	N58691 15 Aug 2011	N58691 27 Feb 2012	43	RMNJ Licensing LLC	Registered
18	LAVO	Malaysia	2015059446 17 Jun 2015	N/A	43	RMNJ Licensing LLC	Pending
19	LAVO	Malaysia	2015059447 17 Jun 2015	N/A	41	RMNJ Licensing LLC	Pending
20	LAVO	Mexico	1201904 09 Aug 2011	1264105 30 Jan 2012	41	RMNJ Licensing LLC	Registered
21	LAVO	Mexico	1201905 09 Aug 2011	1260099 11 Jan 2012	43	RMNJ Licensing LLC	Registered
22	LAVO	Philippines	4201550324 2 15 Jun 2015	4201550324 2 7 Jan 2016	41 43	RMNJ Licensing LLC	Registered
23	LAVO	Russia [Int.TM]	1089982 08 Aug 2011	N/A	41 43	RMNJ Licensing LLC	Pending



No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
24	LAVO	Singapore	T1211875H 14 Aug 2012	T1211875H 14 Aug 2012	41 43	RMNJ Licensing LLC	Registered
25	LAVO	South Africa	201119626 10 Aug 2011	201119626 03 Jun 2013	41	RMNJ Licensing LLC	Registered
26	LAVO	South Africa	201119627 10 Aug 2011	201119627 03 Jun 2013	43	RMNJ Licensing LLC	Registered
27	LAVO	South Korea	4120154431 2 15 Sep 2015	41359354 16 May 2016	41 43	RMNJ Licensing LLC	Registered
28	LAVO	Switzerland [Int.TM]	1089982 08 Aug 2011	N/A	41 43	RMNJ Licensing LLC	Pending
29	LAVO	United Arab Emirates	161646 23 Aug 2011	161646 28 Jan 2014	41	RMNJ Licensing LLC	Registered
30	LAVO	United Arab Emirates	161647 23 Aug 2011	161647 28 Jan 2014	43	RMNJ Licensing LLC	Registered
31	LAVO	United Kingdom	1089982 08 Aug 2011	1089982 08 Aug 2011	41 43	RMNJ Licensing LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
32	LIMELIGHT	US Federal	86723624 13 Aug 2015	N/A	41	RMNJ Licensing LLC	Allowed
33	THE LIMELIGHT	US Federal	86723630 13 Aug 2015	N/A	41	RMNJ Licensing LLC	Allowed
34	LUCHINI	US Federal	87196456 07 Oct 2016	N/A	43	RMNJ Licensing LLC	Pending
35	THE GROOVEDECK	US Federal	87213515 24 Oct 2016	N/A	41	RMNJ Licensing LLC	Pending
36	THE GROOVEDECK	US Federal	87213521 24 Oct 2016	N/A	43	RMNJ Licensing LLC	Pending
37	HIGHLIGHT ROOFTOP	US Federal	87213483 24 Oct 2016	N/A	41 43	RMNJ Licensing LLC	Pending
38	THE HIGHLIGHT ROOM	US Federal	87213479 24 Oct 2016	N/A	41 43	RMNJ Licensing LLC	Pending

*v. Roof Deck Entertainment LLC*

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
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No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	MARQUEE	US Federal  (limited to New York and Nevada)	86135035  04 Dec 2013	5020005  16 Aug 2016	41 43	Roof Deck Entertainment LLC	Registered
2.	SUMMER LOVIN	US Federal	86075513  26 Sep 2013	4525661  06 May 2014	41	Roof Deck Entertainment LLC	Registered
3.	MARQUEE	Argentina	3101079  06 Jul 2011	2533279  26 Oct 2012	43	Roof Deck Entertainment LLC	Registered
4.	MARQUEE	Canada	1534430  05 Jul 2011	N/A	N/A	Roof Deck Entertainment LLC	Allowed
5.	MARQUEE	China	10035433  08 Oct 2011	10035433  21 Feb 2013	41	Roof Deck Entertainment LLC	Registered
6.	MARQUEE	China	10035432  08 Oct 2011	10035432  28 Dec 2012	43	Roof Deck Entertainment LLC	Registered
7.	MARQUEE	European Union	10100055  05 Jul 2011	10100055  17 May 2012	41 43	Roof Deck Entertainment LLC	Registered
8.	<u>MARQUEE</u>	European Union	15626096  08 Jul 2016	15626096  07 Nov 2016	41 43	Roof Deck Entertainment LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
9.	MARQUEE	Hong Kong	301963972 05 Jul 2011	N/A	41 43	Roof Deck Entertainment LLC	Pending
10.	MARQUEE	India	2173063 11 Jul 2011	2173063 20 Jun 2013	41	Roof Deck Entertainment LLC	Registered
11.	MARQUEE	India	2173064 11 Jul 2011	N/A	43	Roof Deck Entertainment LLC	Pending
12.	MARQUEE	Italy	RM2011C0 06093 06 Oct 2011	1496402 07 Jun 2012	41 43	Roof Deck Entertainment LLC	Registered
13.	MARQUEE	Japan	201171606 06 Oct 2011	5499718 08 Jun 2012	41 43	Roof Deck Entertainment LLC	Registered
14.	MARQUEE	Macau	N58165 21 Jul 2011	N58165 13 Dec 2011	41	Roof Deck Entertainment LLC	Registered
15.	MARQUEE	Macau	N58166 21 Jul 2011	N58166 13 Dec 2011	43	Roof Deck Entertainment LLC	Registered
16.	MARQUEE	Malaysia	201406641 1 03 Nov 2014	N/A	41	Roof Deck Entertainment LLC	Pending

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
17.	MARQUEE	Mexico	1191788 04 Jul 2011	1249576 08 Nov 2011	41	Roof Deck Entertainment LLC	Registered
18.	MARQUEE	Mexico	1191790 04 Jul 2011	1249577 08 Nov 2011	43	Roof Deck Entertainment LLC	Registered
19.	MARQUEE	Philippines	420145050 99 29 Oct 2014	4201450509 9 30 Apr 2015	43	Roof Deck Entertainment LLC	Registered
20.	MARQUEE	Russian Federation	201172149 7 06 Jul 2011	463159 31 May 2012	41 43	Roof Deck Entertainment LLC	Registered
21.	MARQUEE	Singapore	T1211874Z 14 Aug 2012	T1211874Z 14 Aug 2012	41 43	Roof Deck Entertainment LLC	Registered
22.	MARQUEE	South Africa	201116396 06 Jul 2011	201116396 16 May 2013	41	Roof Deck Entertainment LLC	Registered
23.	MARQUEE	South Africa	201116397 06 Jul 2011	201116397 30 Apr 2014	43	Roof Deck Entertainment LLC	Registered
24.	MARQUEE	South Korea	412014004 4790 31 Oct 2014	N/A	41	Roof Deck Entertainment LLC	Pending



No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
25.	MARQUEE	Switzerland	579642011 07 Jul 2011	624772 12 Jan 2012	41 43	Roof Deck Entertainment LLC	Registered
26.	MARQUEE BAR AND CLUB	United Arab Emirates	160114 19 Jul 2011	N/A	41	Roof Deck Entertainment LLC	Published
27.	MARQUEE BAR AND CLUB	United Arab Emirates	160115 19 Jul 2011	N/A	43	Roof Deck Entertainment LLC	Published

*vi. RPC Licensing LLC*


No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	BEAUTY & ESSEX	US Federal	85027880 30 Apr 2010	3975813 07 Jun 2011	43	RPC Licensing LLC	Registered
2.	BEAUTY & ESSEX	US Federal	86306871 11 Jun 2014	N/A	43	RPC Licensing LLC	Allowed
3.	BEAUTY & ESSEX	European Union	12280541 05 Nov 2013	12280541 15 May 2014	36 41 43	RPC Licensing LLC	Registered






*vii. TAO Licensing LLC*




No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	ALWAYS A HAPPY  ENDING	US Federal	85489514  07 Dec 2011	4256406  11 Dec 2012	41 43	Tao Licensing LLC	Registered
2.	TAO	US Federal	86582887  31 Mar 2015	N/A	36 43	Tao Licensing LLC	Pending
3.	TAO	US Federal	75884286  03 Jan 2000	2472393  24 Jul 2001	42	Tao Licensing LLC	Registered
4.	TAO	US Federal	77744702  26 May 2009	3770321  06 Apr 2010	41	Tao Licensing LLC	Registered
5.	TAO	US Federal	86306850  11 Jun 2014	N/A	16 21 29 33	Tao Licensing LLC	Pending  Suspended 12/4/2014
6.	TAO	US Federal	86105331  30 Oct 2013	N/A	39	Tao Licensing LLC	Pending  Suspended 9/11/2014
7.	TAO	Argentina	2710168  26 Oct 2006	2198883  27 Nov 2007	36	Tao Licensing LLC	Registered
8.	TAO	Argentina	2710169  26 Oct 2006	2198884  27 Nov 2007	41	Tao Licensing LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
9.	TAO	Argentina	3390606  02 Mar 2015	N/A	41	Tao Licensing LLC	Pending
10.	TAO	Australia	1138001  28 Sep 2006	1138001  28 Sep 2006	36 41 43	Tao Licensing LLC	Registered
11.	TAO	Australia  (limited to states and territories other than Victoria)	1664082  11 Dec 2014	1664082  11 Dec 2014	41 43	Tao Licensing LLC	Registered
12.	TAO	Australia	1668130  08 Jan 2015	1668130  08 Jan 2015	43	Tao Licensing LLC	Registered
13.		Australia [Int. TM]	990557  05 Dec 2003	990557  05 Dec 2003	43	Tao Licensing LLC	Registered
14.		Austria [Int. TM]	818038  05 Dec 2003	818038  05 Dec 2003	43	Tao Licensing LLC	Registered
15.	TAO	Benelux	1122281  02 Nov 2006	817610  07 May 2007	36 43 44	Tao Licensing LLC	Registered




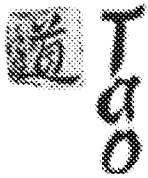
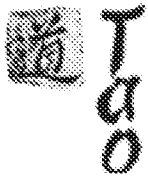
No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
16.		Benelux [Int.TM]	818038  05 Dec 2003	818038  05 Dec 2003	43	Tao Licensing LLC	Registered
17.	TAO	Brazil	909347093  07 May 2015	N/A	43	Tao Licensing LLC	Pending
18.	TAO	Brazil	909347042  07 May 2015	N/A	41	Tao Licensing LLC	Pending
19.	TAO	Canada	1530801  07 Jun 2011	TMA848315  11 Apr 2013	N/A	Tao Licensing LLC	Registered
20.	TAO	Canada	1416398  29 Oct 2008	TMA774699  17 Aug 2010	N/A	Tao Licensing LLC	Registered
21.	TAO	Canada	1232922  06 Oct 2004	TMA673122  22 Sep 2006	N/A	Tao Licensing LLC	Registered
22.	TAO	Canada	1634868  12 Jul 2013	N/A	N/A	Tao Licensing LLC	Allowed
23.	TAO	China	17594072  05 Aug 2015	N/A	41	Tao Licensing LLC	Pending


No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
24.	TAO	China	17594071 05 Aug 2015	N/A	43	Tao Licensing LLC	Pending
25.		China	3685069 22 Aug 2003	3685069 07 May 2006	43	Tao Licensing LLC	Registered
26.	TAO	European Union	11948213 02 Jul 2013	11948213 05 Nov 2014	41 43	Tao Licensing LLC	Registered
27.	 TAO	Denmark [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
28.	 TAO	Finland [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
29.	 TAO	France [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
30.	 TAO	Germany [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered



No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
31.	TAO	Greece	152115 22 Dec 2006	152115 19 Feb 2008	36	Tao Licensing LLC	Registered
32.	TAO	Hong Kong	303244301 22 Dec 2014	303244301 14 Oct 2016	41 43	Tao Licensing LLC	Registered
33.		Hong Kong	300122228 04 Dec 2003	300122228 15 Jul 2004	43	Tao Licensing LLC	Registered
34.	TAO	India	1941197 25 Mar 2010	1941197 04 Feb 2016	43	Tao Licensing LLC	Registered
35.		Int. Design / TM	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
36.		Ireland [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
37.	TAO	Israel	260337 07 Nov 2013	260337 05 Mar 2014	41 43	Tao Licensing LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
38.	TAO	Italy	RM2006C0 05786  12 Oct 2006	1228730  25 Nov 2009	36	Tao Licensing LLC	Registered
39.	 TAO	Italy [Int. TM]	818038  05 Dec 2003	818038  05 Dec 2003	43	Tao Licensing LLC	Registered
40.	TAO	Japan	2007592  09 Jan 2007	5136824  06 Jun 2008	36 41 43	Tao Licensing LLC	Registered
41.	TAO	Japan	201410835 3  22 Dec 2014	5780518  24 Jul 2015	41 43	Tao Licensing LLC	Registered
42.	 TAO	Japan	201139436  08 Jun 2011	5493287  11 May 2012	36 41 43	Tao Licensing LLC	Registered
43.	TAO	Macau	N025295  14 Nov 2006	N025295  28 Mar 2007	36	Tao Licensing LLC	Registered
44.	TAO	Macau	N025296  14 Nov 2006	N025296  28 Mar 2007	41	Tao Licensing LLC	Registered
45.	TAO	Macau	N025297  14 Nov 2006	N025297  28 Mar 2007	43	Tao Licensing LLC	Registered


No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
46.	TAO	Macau	N101288 14 Nov 2006	N/A	41	Tao Licensing LLC	Published
47.	TAO	Macau	N101289 14 Nov 2006	N/A	43	Tao Licensing LLC	Published
48.	TAO (Stylized)	Mexico	1735717 13 Apr 2016	N/A	36	Tao Licensing LLC	Pending
49.	TAO (Stylized)	Mexico	1728386 22 Mar 2016	N/A	41	Tao Licensing LLC	Pending
50.	TAO (Stylized)	Mexico	1728384 22 Mar 2016	N/A	43	Tao Licensing LLC	Pending
51.	TAO	Mexico	862723 19 Jun 2007	997284 09 Aug 2007	36	Tao Licensing LLC	Registered
52.	TAO	Mexico	788587 14 Jun 2006	1135280 11 Dec 2009	41	Tao Licensing LLC	Registered
53.	TAO	Mexico	1558608 11 Dec 2014	N/A	41	Tao Licensing LLC	Pending
54.	TAO ASIAN BISTRO	Mexico	788589 14 Jun 2006	1135281 11 Dec 2009	41	Tao Licensing LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
55.	TAO NIGHT CLUB	Mexico	788591 14 Jun 2006	1128873 30 Oct 2009	41	Tao Licensing LLC	Registered
56.		North Korea [Int.TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
57.		Portugal [Int.TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
58.	TAO	Russian Federation	200673150 0 01 Nov 2006	351265 27 May 2008	36 41 43	Tao Licensing LLC	Registered
59.	TAO	Russian Federation	201474162 2 11 Dec 2014	N/A	41 43	Tao Licensing LLC	Pending
60.	TAO	Singapore	T1116334B 18 Nov 2011	T1116334B 31 May 2013	43	Tao Licensing LLC	Registered
61.		Singapore [Int. TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
62.	TAO	South Korea	412015401 7 27 Jan 2015	41-377642 15 Nov 2016	41 43	Tao Licensing LLC	Registered
63.		Spain [Int.TM]	818038 05 Dec 2003	818038 05 Dec 2003	43	Tao Licensing LLC	Registered
64.	TAO	Switzerland	549332006 02 Jun 2006	549605 12 Sep 2006	36	Tao Licensing LLC	Registered
65.	TAO	Switzerland	568732011 09 Jun 2011	619066 26 Aug 2011	36 41 43	Tao Licensing LLC	Registered
66.	TAO	Switzerland	646782014 11 Dec 2014	670286 15 Mar 2015	41 43	Tao Licensing LLC	Registered
67.		Switzerland	568722011 09 Jun 2011	619067 26 Aug 2011	36	Tao Licensing LLC	Registered
68.	TAO	United Arab Emirates	89308 09 Jan 2007	148409 14 Jul 2011	36	Tao Licensing LLC	Registered
69.	TAO	United Arab Emirates	89309 09 Jan 2007	87305 08 Apr 2008	41	Tao Licensing LLC	Registered

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
70.	TAO	United Arab Emirates	89310 09 Jan 2007	93976 25 Mar 2009	43	Tao Licensing LLC	Registered
71.		United Kingdom	1575625 16 Jun 1994	1575625 16 Jun 1995	43	Tao Licensing LLC	Registered
72.		United Kingdom	2513159 06 Apr 2009	2513159 31 Jul 2009	43	Tao Licensing LLC	Registered

viii. *Roof Deck Australia, LLC*

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	MARQUEE	Australia	1554139 21 Jan 2011	1554139 21 Jan 2011	41 43	Roof Deck Australia, LLC	Registered
2.		Australia	1474969 16 Feb 2012	1474969 16 Feb 2012	41 43	Roof Deck Australia, LLC	Registered
3.	MARQUEE	Australia	1434863 04 Jul 2011	N/A	41 43	Roof Deck Australia, LLC	Pending



*ix. Stanton Surf Club LLC*

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	THE STANTON SOCIAL	US Federal	76636134  14 Apr 2005	3197160  09 Jan 2007	43	Stanton Surf Club LLC	Registered