

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512858

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RMNJ LICENSING LLC		03/04/2019	Limited Liability Company:
ROOF DECK ENTERTAINMENT LLC		03/04/2019	Limited Liability Company:
RPC LICENSING LLC		03/04/2019	Limited Liability Company:
STAY IN YOUR LANE HOLDINGS, LLC		03/04/2019	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		
<b>Street Address:</b>	2001 Ross Avenue, Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87464779	KISS & FISH	
<b>Serial Number:</b>	87464771	EGGHEAD	
<b>Serial Number:</b>	87554310	BENEDICT DONALD	
<b>Serial Number:</b>	87785673	MARQUEE	
<b>Serial Number:</b>	87324280	BEATWAVE SUNDAYS	
<b>Serial Number:</b>	87324274	BEATWAVE SUNDAYS	
<b>Serial Number:</b>	87852057	BEAUTY & ESSEX	
<b>Serial Number:</b>	76636134	THE STANTON SOCIAL	
<b>Serial Number:</b>	87620889	SUITE SIXTEEN	
<b>Serial Number:</b>	87979587	SUITE SIXTEEN	
<b>Serial Number:</b>	88043071	LOOSIES	
<b>Serial Number:</b>	88082276	DOUBLE DUTCH	
<b>Serial Number:</b>	88165706	FLEUR ROOM	
<b>CORRESPONDENCE DATA</b>			

CH \$340.00 87464779

TRADEMARK

**Fax Number:**

*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:** 2122942684  
**Email:** trademarkny@winston.com  
**Correspondent Name:** Brian C. Jansen  
**Address Line 1:** 2121 North Pearl Street, Suite 900  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	005607.00179
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<b>NAME OF SUBMITTER:</b>	Brian C. Jansen
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<b>SIGNATURE:</b>	/Brian C. Jansen by trademarkny/
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<b>DATE SIGNED:</b>	03/05/2019
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**Total Attachments: 8**

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source=TAO IP Security Agreement - Supplement (3-4-2019)#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**IP Security Agreement**”) is made and effective as of March 4, 2019, by each of the undersigned (collectively, the “**Grantors**” and each a “**Grantor**”), in favor of **GOLDMAN SACHS SPECIALTY 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 each 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 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

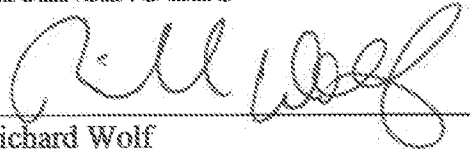
the same instrument. Delivery of an executed counterpart of a signature page of this IP Security Agreement by facsimile or other electronic transmission shall be effective as delivery of an original manually executed counterpart of this IP Security Agreement.

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

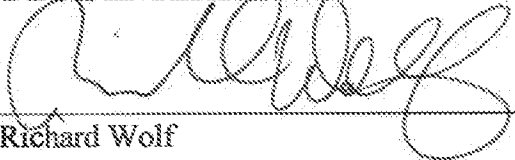
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

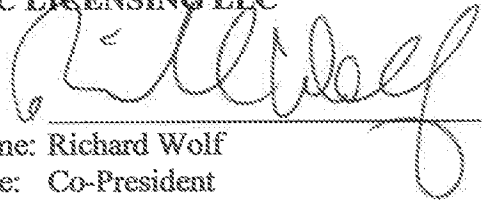
**RMNJ LICENSING LLC**

By:   
Name: Richard Wolf  
Title: Co-President

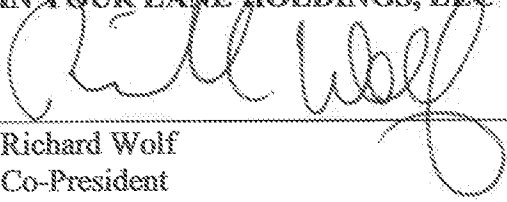
**ROOF DECK ENTERTAINMENT LLC**

By:   
Name: Richard Wolf  
Title: Co-President

**RPC LICENSING LLC**

By:   
Name: Richard Wolf  
Title: Co-President

**STAY IN YOUR LANE HOLDINGS, LLC**

By:   
Name: Richard Wolf  
Title: Co-President

**SCHEDULE A**

**COPYRIGHTS**

Registered Copyrights:

None.

**SCHEDULE B**

**PATENTS**

Patents:

None.

Pending Patent Applications:


None.



**SCHEDULE C**

**TRADEMARKS**

Registered and Pending Trademarks:

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
1.	KISS & FISH	US Federal	87464779 20 May 2017		43	RMNJ Licensing LLC	Allowed
2.	EGGHEAD	US Federal	87464771 25 May 2017	5450027 17 Apr 2018	43	RMNJ Licensing LLC	Registered
3.		US Federal	87554310 26 July 2017	5445090	43	RMNJ Licensing LLC	Registered
4.	MARQUEE	US Federal	87785673 05 Feb 2018	5578930 09 Oct 2018	41 43	Roof Deck Entertainment LLC	Registered
5.	BEATWAVE SUNDAYS	US Federal	87324280 03 Feb 2017		43	Roof Deck Entertainment LLC	Allowed
6.	BEATWAVE SUNDAYS	US Federal	87324274 03 Feb 2017	5607694 13 Nov 2018	41	Roof Deck Entertainment LLC	Registered
7.	BEAUTY & ESSEX	US Federal	87852057 27 Mar 2018		43	RPC Licensing LLC	Allowed
8.	THE STANTON SOCIAL	US Federal	76636134 14 Apr 2005	3197160 09 Jan 2007	43	RPC Licensing LLC	Registered
9.	SUITE SIXTEEN	US Federal	87620889 25 Sept 2017		41	Stay In Your Lane Holdings, LLC	Pending

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Owner	Status/ Registration Basis
10	SUITE SIXTEEN	US Federal	87979587 25 Sept 2017		43	Stay In Your Lane Holdings, LLC	Pending
11	LOOSIES	US Federal	88043071 18 July 2018		43	Stay In Your Lane Holdings, LLC	Allowed
12.	DOUBLE DUTCH	US Federal	88082276 17 Aug 2018		43	Stay In Your Lane Holdings, LLC	Allowed
13.	FLEUR ROOM	US Federal	88165706 23 Oct 2018		41 43	Stay In Your Lane Holdings, LLC	Pending