
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2014

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission File Number 000-52651

THE ONE GROUP HOSPITALITY, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

14-1961545

(I.R.S. Employer Identification No.)

411 W. 14th Street, 2nd Floor, New York, New York

(Address of principal executive offices)

10014

Zip Code

646-624-2400

(Registrant's telephone number, including area code)

Indicate by check mark whether registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or such shorter period that the registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐

Accelerated filer ☐

Non-accelerated filer ☐
(do not check if a smaller
reporting company)

Smaller reporting company ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares of Common Stock outstanding as of November 13, 2014: 24,940,195.

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PART I
FINANCIAL INFORMATION

Item 1. Financial Statements

THE ONE GROUP HOSPITALITY, INC.

CONSOLIDATED BALANCE SHEETS

	September 30, 2014 (unaudited)	December 31, 2013
CONSOLIDATED BALANCE SHEETS		
Current assets:		
Cash and cash equivalents (including restricted cash of \$1,159,049)	\$ 8,369,894	\$ 11,681,086
Accounts receivable, net	3,729,176	2,923,754
Inventory	944,684	978,392
Other current assets	569,513	832,951
Due from related parties	286,793	245,280
Total current assets	13,900,060	16,661,463
Property & equipment, net	16,903,821	13,445,413
Investments	2,625,515	2,539,272
Deferred tax assets	92,361	232,694
Other assets	1,351,465	1,333,432
Security deposits	875,457	984,657
Total assets	<u>\$ 35,748,679</u>	<u>\$ 35,196,931</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Cash overdraft	\$ 699,358	\$ 256,843
Notes payable, current portion	-	15,000
Line of credit	6,127,253	4,316,865
Accounts payable	1,287,858	2,706,027
Accrued expenses	1,723,465	3,137,207
Due to related parties	9,005	27,979
Deferred revenue	111,490	27,527
Total current liabilities	9,958,429	10,487,448
Other long-term liabilities	39,750	39,750
Derivative liability	8,298,000	10,095,000
Deferred rent payable	6,637,372	6,348,097
Total liabilities	24,933,551	26,970,295
Stockholders' equity:		
Common stock, \$0.0001 par value, 75,000,000 shares authorized; 24,940,195 and 24,946,739 shares issued and outstanding at September 30, 2014 (unaudited) and December 31, 2013, respectively	2,494	2,495
Preferred stock, \$0.0001 par value, 10,000,000 shares authorized; 0 shares issued and outstanding at September 30, 2014 (unaudited) and December 31, 2013, respectively	-	-
Additional paid-in capital	30,754,410	30,502,656
Accumulated deficit	(19,596,739)	(22,635,560)
Accumulated other comprehensive income	15,447	49,402
Total stockholders' equity	11,175,612	7,918,993
Noncontrolling interest	(360,484)	307,643
Total stockholders' equity including noncontrolling interest	10,815,128	8,226,636
Total Liabilities and Stockholders' Equity	<u>\$ 35,748,679</u>	<u>\$ 35,196,931</u>

See notes to the consolidated financial statements.

THE ONE GROUP HOSPITALITY, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE (LOSS) INCOME
(unaudited)

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
Revenues:				
Owned unit net revenues	\$ 10,444,821	\$ 8,948,532	\$ 28,722,921	\$ 27,463,562
Management and incentive fee revenue	1,945,363	2,137,086	6,207,523	5,585,556
Total revenue	<u>12,390,184</u>	<u>11,085,618</u>	<u>34,930,444</u>	<u>33,049,118</u>
Cost and expenses:				
Owned operating expenses:				
Food and beverage costs	2,811,806	2,382,470	7,482,382	7,212,356
Unit operating expenses	6,245,617	5,818,234	17,661,544	16,886,934
General and administrative	1,922,482	1,080,686	6,024,364	2,973,313
Depreciation and amortization	327,810	341,529	1,000,464	1,197,431
Management and royalty fees	(35,214)	18,331	60,324	58,640
Pre-opening expenses	315,905	(161,064)	1,149,078	211,330
Transaction costs	-	1,026,416	-	1,026,416
Equity in income of investee companies	(268,660)	(163,375)	(588,996)	(563,583)
Derivative expense (income)	991,588	-	(1,793,124)	-
Interest expense, net of interest income	(6,268)	235,507	52,220	614,642
Other (income) expense	(1,227,698)	90,605	(1,157,067)	279,918
Total costs and expenses	<u>11,077,368</u>	<u>10,669,339</u>	<u>29,891,189</u>	<u>29,897,396</u>
Income from continuing operations before provision for income taxes	1,312,816	416,279	5,039,255	3,151,722
Provision for income taxes	<u>462,898</u>	<u>78,457</u>	<u>813,580</u>	<u>142,794</u>
Income from continuing operations	<u>849,918</u>	<u>337,822</u>	<u>4,225,675</u>	<u>3,008,928</u>
(Income) loss from discontinued operations, net of taxes	<u>(177,050)</u>	<u>2,346,651</u>	<u>1,094,376</u>	<u>5,705,458</u>
Net Income (loss)	1,026,968	(2,008,829)	3,131,299	(2,696,530)
Less: net income (loss) attributable to noncontrolling interest	<u>279,542</u>	<u>285,515</u>	<u>92,478</u>	<u>(69,198)</u>
Net income (loss) attributable to The ONE Group Hospitality, Inc.	747,426	(2,294,344)	3,038,821	(2,627,332)
Other comprehensive income				
Currency translation adjustment	(78,177)	42,725	(33,955)	105,711
Comprehensive income (loss)	<u>\$ 669,249</u>	<u>\$ (2,251,619)</u>	<u>\$ 3,004,866</u>	<u>\$ (2,521,621)</u>
Basic and diluted income (loss) per share:				
Continuing operations (basic)	<u>\$ 0.04</u>	<u>\$ 0.04</u>	<u>\$ 0.17</u>	<u>\$ 0.27</u>
Continuing operations (diluted)	<u>\$ 0.04</u>	<u>\$ 0.04</u>	<u>\$ 0.17</u>	<u>\$ 0.27</u>
Discontinued operations (basic and diluted)	<u>\$ 0.01</u>	<u>\$ (0.20)</u>	<u>\$ (0.04)</u>	<u>\$ (0.49)</u>
Net income (loss) attributable to The ONE Group Hospitality, Inc.	<u>\$ 0.03</u>	<u>\$ (0.20)</u>	<u>\$ 0.13</u>	<u>\$ (0.23)</u>
Shares used in computing basic income (loss) per share	24,940,195	11,631,400	24,942,328	11,631,400
Shares used in computing diluted income (loss) per share	<u>24,940,195</u>	<u>11,631,400</u>	<u>25,942,328</u>	<u>11,631,400</u>

See notes to the consolidated financial statements.

THE ONE GROUP HOSPITALITY, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(unaudited)

	Common Shares	stock Par value	Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive (loss) income	Total stockholders' equity	Noncontrolling interest	Total stockholders' equity including noncontrolling interest
Balance at December 31, 2013	24,946,739	\$ 2,495	\$30,502,656	\$ (22,635,560)	\$ 49,402	\$ 7,918,993	\$ 307,643	\$ 8,226,636
Adjustment to escrow shares for excess liabilities	(6,544)	(1)	1					
Issuance of stock-based compensation			326,753			326,753		326,753
Purchase of noncontrolling interest			(75,000)			(75,000)		(75,000)
Member distributions							(760,605)	(760,605)
Gain on foreign currency translation, net					(33,955)	(33,955)		(33,955)
Net income (loss)				3,038,821		3,038,821	92,478	3,131,299
Balance at September 30, 2014	<u>24,940,195</u>	<u>\$ 2,494</u>	<u>\$30,754,410</u>	<u>\$ (19,596,739)</u>	<u>\$ 15,447</u>	<u>\$ 11,175,612</u>	<u>\$ (360,484)</u>	<u>\$ 10,815,128</u>

See notes to the consolidated financial statements.

THE ONE GROUP HOSPITALITY, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

	Nine months ended September 30,	
	2014	2013
Operating activities:		
Net income (loss)	\$ 3,131,299	\$ (2,696,530)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Depreciation and amortization	1,129,064	1,717,406
Deferred rent payable	289,275	41,553
Deferred taxes	140,333	42,426
Accrued interest on member loans	-	349,705
(Income) loss on equity method investments	(588,996)	(563,583)
Derivative expense	(1,797,000)	-
Stock-based compensation	326,753	-
Changes in operating assets and liabilities:		
Accounts receivable	(805,422)	347,715
Inventory	33,708	415,569
Prepaid expenses and other current assets	263,438	(526,033)
Other intangibles	-	-
Security deposits	109,200	(10,789)
Other assets	(43,109)	(20,948)
Accounts payable	(1,418,169)	(566,782)
Accrued expenses	(1,413,582)	423,160
Deferred revenue	83,963	(38,798)
Net cash provided by (used in) operating activities	<u>(559,245)</u>	<u>(1,085,929)</u>
Investing activities:		
Purchase of property and equipment	(4,562,397)	(1,424,476)
Purchase of minority interest	(75,000)	-
Investment	502,753	218,125
Due from related parties	(60,487)	(984,876)
Net cash used in investing activities	<u>(4,195,131)</u>	<u>(2,191,227)</u>
Financing activities:		
Cash overdraft	442,515	(105,664)
Proceeds from line of credit	6,897,940	5,950,000
Repayment of line of credit	(5,087,551)	(3,522,222)
Repayment of notes payable	(15,000)	(15,000)
Proceeds from member loans	-	2,000,000
Contributions from members	-	520,000
Distributions to members	(760,605)	(1,383,407)
Net cash provided by financing activities	<u>1,477,299</u>	<u>3,443,707</u>
Effect of exchange rate changes on cash	(34,115)	105,711
Net (decrease) increase in cash	(3,311,192)	272,262
Cash and cash equivalents, beginning of year	11,681,086	1,043,730
Cash and cash equivalents, end of year	<u>\$ 8,369,894</u>	<u>\$ 1,315,992</u>
Supplemental disclosure of cash flow data:		
Interest paid	<u>\$ 107,070</u>	<u>\$ 237,433</u>
Income taxes paid	<u>\$ 217,172</u>	<u>\$ 453,180</u>

See notes to the consolidated financial statements.

THE ONE GROUP HOSPITALITY, INC.

Notes to Consolidated Financial Statements (unaudited)

Note 1 - Merger:

On October 16, 2013, The ONE Group Hospitality, Inc. (the "Company") closed a merger transaction (the "Merger") with The ONE Group, LLC, a privately held Delaware limited liability company ("One Group"), pursuant to an Agreement and Plan of Merger, dated as of October 16, 2013 (the "Merger Agreement"), by and among Committed Capital Acquisition Corporation, CCAC Acquisition Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of Committed Capital Acquisition Corporation ("Merger Sub"), One Group and Samuel Goldfinger as One Group Representative. Pursuant to the Merger Agreement, One Group became a wholly-owned subsidiary of Committed Capital Acquisition Corporation through a merger of Merger Sub with and into One Group, and the former members of One Group received shares of Committed Capital Acquisition Corporation that constituted a majority of the outstanding shares of Committed Capital Acquisition Corporation.

At the closing of the Merger, the Company issued to the former holders of One Group membership interests (the "TOG Members") and to a liquidating trust (the "Liquidating Trust") established for the benefit of TOG Members and holders of warrants to acquire membership interests of One Group ("TOG Warrant Owners") an aggregate of 12,631,400 shares of the Company's common stock, par value \$0.0001 per share (the "Common Stock") and paid to such TOG Members an aggregate of \$11,750,000 in cash (collectively, the "Merger Consideration"). As part of the Merger Consideration, the Company issued to Jonathan Segal, the former Managing Member of One Group and currently our Chief Executive Officer and a Director, 1,000,000 shares of Common Stock as a control premium. The foregoing shares are in addition to the 7,680,666 shares issued to Mr. Segal and related entities in respect of his pro rata portion of shares of Common Stock issued to all TOG Members. Of the 12,631,400 shares of Common Stock issued as part of the Merger Consideration, 2,000,000 shares (the "Escrow Shares") were deposited into an escrow account (the "Escrow Account") at Continental Stock Transfer & Trust Company, as escrow agent (the "Escrow Agent") to secure certain potential adjustments to the Merger Consideration as described below and certain potential indemnification obligations.

In addition, the Merger Agreement provided for up to an additional \$14,100,000 of payments to the TOG Members and the Liquidating Trust based on a formula as described in the Merger Agreement and which is contingent upon the exercise of outstanding Company warrants to purchase 5,750,000 shares of Common Stock at an exercise price of \$5.00 per share (the "Parent Warrants"). The Company is required to make these payments on a monthly basis. Additionally, certain One Group employees are entitled to receive a contingent sign-on bonus of an aggregate of approximately \$900,000 upon the exercise of the Parent Warrants. Any Parent Warrants that are unexercised will expire on the date that is the earlier of (i) February 27, 2016 or (ii) the forty-fifth (45th) day following the date that the Company's Common Stock closes at or above \$6.25 per share for 20 out of 30 trading days commencing on February 27, 2014.

The Common Stock portion of the Merger Consideration is subject to adjustment to reflect working capital shortfalls and excess liabilities compared to the amounts that were set forth in a closing statement delivered by One Group within 90 days following the Closing of the Merger. Working capital shortfalls did not exceed by \$100,000 the ordinary working capital and therefore no payment was required. Adjustment liabilities exceeded excess liabilities by \$12,721 greater than \$20,000 in the aggregate, which caused the TOG Members and the Liquidating Trust, on a pro rated basis, to be liable to the Company for an amount equal to the sum of any excess liabilities and working capital shortfall which equaled \$32,721. The payment required to be made with respect to the foregoing was made by a reduction of the Escrow Shares.

The Merger was accounted for as a reverse-merger and recapitalization in accordance with GAAP, whereby the Company is the accounting acquiree and One Group is the accounting acquirer. Consequently, the assets and liabilities and the operations that are reflected in the historical financial statements prior to the Merger are those of One Group, and the consolidated financial statements after completion of the Merger include the assets and liabilities of the Company and One Group, historical operations of One Group and operations of the Company from the effective date of the Merger. Membership interests and the corresponding capital amounts of One Group pre-Merger have been retroactively restated as shares of common stock reflecting the 8.09 to one exchange ratio in the Merger. All references in this Report to equity securities and all equity-related historical financial measurements, including weighted average shares outstanding, earnings per share, par value of Common Stock, additional paid in capital, option exercise prices and warrant exercise prices, have been retroactively restated to reflect the Merger exchange ratio.

On June 5, 2014, the Company changed its corporate name from Committed Capital Acquisition Corporation to The ONE Group Hospitality, Inc.

Note 2 - Business and basis of presentation:

Principles of consolidation:

The accompanying consolidated financial statements of The ONE Group Hospitality, Inc. and Subsidiaries include the accounts of One Group and its subsidiaries, Little West 12th LLC ("Little West 12th"), One-LA, L.P. ("One LA"), Bridge Hospitality, LLC ("Bridge"), STK-LA, LLC ("STK-LA"), WSATOG (Miami), LLC ("WSATOG"), STK Miami Service, LLC ("Miami Services"), STK Miami, LLC ("STK Miami"), Basement Manager, LLC ("Basement Manager"), JEC II, LLC ("JEC II"), One TCI Ltd. ("One TCI"), One Marks, LLC ("One Marks"), MPD Space Events LLC ("MPD"), One 29 Park Management, LLC ("One 29 Park Management"), STK-Midtown Holdings, LLC ("Midtown Holdings"), STK Midtown, LLC ("STK Midtown"), STKout Midtown, LLC ("STKOUT Midtown"), STK Atlanta, LLC ("STK Atlanta"), STK-Las Vegas, LLC ("STK Vegas"), One Atlantic City, LLC ("One Atlantic City"), Asellina Marks LLC ("Asellina Marks"), Heraea Vegas, LLC ("Heraea"), Xi Shi Las Vegas, LLC ("Xi Shi Las Vegas"), T.O.G (UK) Limited ("TOG UK"), Hip Hospitality Limited ("Hip Hospitality UK"), T.O.G (Aldwych) Limited ("TOG Aldwych"), CA (Aldwych) Limited ("CA Aldwych"), BBCLV, LLC ("BBCLV"), STK DC, LLC ("STK DC"), STK Orlando, LLC ("STK Orlando"), STK Chicago, LLC ("STK Chicago"), TOG Biscayne, LLC ("TOG Biscayne"), STK Westwood, LLC ("STK Westwood") and STK Denver LLC ("STK Denver"). The entities are collectively referred to herein as the "Company" or "Companies," as appropriate, and are consolidated on the basis of common ownership and control. All significant intercompany balances and transactions have been eliminated in consolidation.

Net Income (Loss) Per Common Share

Basic net income (loss) per common share is based upon the weighted-average common shares outstanding during the period. Diluted net income (loss) per common share reflects the potential dilution that would occur if common stock equivalent securities or other contracts to issue common stock were exercised or converted into common stock.

A reconciliation between the denominator of basic and diluted net income (loss) per common share is as follows:

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
Weighted-average common shares outstanding	24,940,195	11,631,400	24,942,328	11,631,400
Effect of dilutive securities:				
Stock options	—	—	—	—
Weighted-average common shares and potential common shares outstanding	24,940,195	11,631,400	24,942,328	11,631,400

100,000 stock options for both the three months ended September 30, 2014 and 2013 and 100,000 stock options for both the nine months ended September 30, 2014 and 2013, respectively, were not included in the net income (loss) per diluted share calculation because the exercise price of these options was greater than the average market price of the Company's common stock during these periods or their inclusion would have been anti-dilutive.

Fair value measurements

The carrying amount of the Company's accounts receivable, short-term debt, accounts payable and accrued expenses approximate fair value because of the short term nature of the financial instruments

Nature of business:

The Company is a hospitality company that develops and operates upscale, high-energy restaurants and lounges and provides turn-key food and beverage services for hospitality venues including boutique hotels, casinos and other high-end locations in the United States and the United Kingdom. As of September 30, 2014, the Company owned and operated 8 and managed 8 restaurants and lounges, including seven STKs throughout the United States and one in London. Eight of our locations are operated under our five food and beverage hospitality management agreements, in which we provide comprehensive food and beverage services for our hospitality clients.

WSATOG is an LLC formed on October 18, 2007 under the laws of the State of Delaware. WSATOG is a holding company that owns 100% of Miami Services and STK Miami. As per the LLC Operating Agreement of WSATOG, such LLC is set to exist in perpetuity. As of December 31, 2012, One Group had a 60% interest in this entity. On October 23, 2013 One Group executed a Transfer Agreement in which it purchased the remaining 40% interest in WSATOG from the previous minority shareholder for \$1,800,000. As of September 30, 2014 and December 31, 2013 One Group has a 100% interest in this entity.

Basement Manager is an LLC formed on January 12, 2006 under the laws of the State of New York. Basement Manager, which commenced operations on August 25, 2006, operates a nightclub known as Tenjune located in New York, New York. As per the LLC Operating Agreement of Basement Manager, such LLC is set to expire on December 31, 2099. As of September 30, 2014 Little West 12th has a 65.8% interest in this entity and at December 31, 2013, Little West 12th has a 63.4% interest in this entity. Tenjune ceased operations on February 15, 2014. On July 25, 2014 Little West 12th entered into a Transfer and Release Agreement to purchase the minority interest of Basement Manager for \$75,000. As a result, Little West 12th currently has a 100% interest in this entity.

Midtown Holdings is an LLC formed on February 9, 2010 under the laws of the State of New York. Midtown Holdings owns 100% of STK Midtown and STKOUT Midtown. As per the LLC Operating Agreement of Midtown Holdings, such LLC is set to expire on December 31, 2099. One Group purchased all of the minority interest of Midtown Holdings during 2013 for \$3,834,000. As of September 30, 2014 and December 31, 2013 One Group has a 100% interest in this entity.

STKOUT Midtown, which is wholly-owned by Midtown Holdings, is an LLC formed on December 30, 2009 under the laws of the State of New York. STKOUT Midtown commenced operations on March 28, 2012 and operated a kiosk known as STKOUT in New York, New York. STKOUT Midtown ceased operations in 2013.

Heraea, which is wholly-owned by One Group, is an LLC formed on May 1, 2012 under the laws of the State of Nevada. Heraea commenced operations in February 2013 and operated a restaurant in Las Vegas, Nevada. Heraea ceased operations on September 24, 2013.

Xi Shi Las Vegas, which is wholly-owned by One Group, is an LLC formed on August 14, 2012 under the laws of the State of Nevada. Xi Shi Las Vegas was originally expected to commence operations in 2013 in Las Vegas, Nevada, but a determination was made in 2013 to not open Xi Shi.

TOG UK was formed on July 6, 2010 under the laws of the United Kingdom. TOG UK is a holding company that owns 100% of TOG Aldwych, CA Aldwych and Hip Hospitality UK. On October 10, 2013 One Group executed a Transfer Agreement in which it purchased the remaining 49.99% interest in TOG UK from the previous minority shareholder in exchange for membership interest in One Group. As of September 30, 2014 and December 31, 2013 One Group has a 100% interest in this entity.

Hip Hospitality UK was formed on May 13, 2010 under the laws of the United Kingdom. Hip Hospitality UK is a management company that manages and operates the food and beverage operations in the Hippodrome Casino in London. Operations in the casino commenced in 2012. On August 1, 2013 TOG UK executed a transfer agreement in which it purchased the remaining 30.00% interest in Hip Hospitality UK from the previous minority shareholder in exchange for membership interest in TOG UK. As of September 30, 2014 and December 31, 2013 TOG UK has a 100% interest in this entity.

CA Aldwych, which is wholly-owned by TOG UK, was formed on July 4, 2012 under the laws of the United Kingdom. CA Aldwych is a management company that manages and operates a restaurant known as Cucina Asellina in the ME Hotel in London. Operations at the restaurant commenced in 2013.

BBCLV is an LLC formed on March 8, 2012 under the laws of the State of Nevada. BBCLV commenced operations on October 31, 2012 and operated a restaurant known as Bagatelle in Las Vegas, Nevada. As of September 30, 2014 and December 31, 2013, One Group has a 86.06% interest in this entity. In July 2013, BBCLV ceased operations.

STK DC, which is wholly-owned by One Group, is an LLC formed on November 20, 2012 under the laws of the State of Delaware. STK DC will operate a restaurant known as STK in Washington, DC. It is management's intent that such LLC will continue in existence in perpetuity. As of September 30, 2014 and December 31, 2013, One Group has a 93.5% interest in this entity.

STK Orlando, which is wholly-owned by One Group, is an LLC formed on October 3, 2013 under the laws of the State of Florida. STK Orlando will operate a restaurant known as STK in Orlando, Florida. It is management's intent that such LLC will continue in existence in perpetuity. As of September 30, 2014 One Group has a 100% interest in this entity.

STK Chicago, which is wholly-owned by One Group, is an LLC formed on June 3, 2014 under the laws of the State of Illinois. STK Chicago will operate a restaurant known as STK in Chicago, Illinois. It is management's intent that such LLC will continue in existence in perpetuity. As of September 30, 2014 One Group has a 100% interest in this entity.

TOG Biscayne, which is wholly-owned by One Group, is an LLC formed on January 3, 2014 under the laws of the State of Florida. TOG Biscayne is a management company that will manage and operate the food and beverage operations of a hotel in Florida. It is management's intent that such LLC will continue in existence in perpetuity. As of September 30, 2014 One Group has a 100% interest in this entity.

STK Westwood, which is wholly-owned by One Group, is an LLC formed on August 20, 2014 under the laws of the State of California. STK Westwood will operate a restaurant known as STK in Los Angeles, California. It is management's intent that such LLC will continue in existence in perpetuity. As of September 30, 2014 One Group has a 100% interest in this entity.

STK Denver, which is wholly-owned by One Group, is an LLC formed on October 20, 2014 under the laws of the State of Colorado. STK Denver will operate a restaurant known as STK in Denver, Colorado. It is management's intent that such LLC will continue in existence in perpetuity. As of September 30, 2014 One Group has a 100% interest in this entity.

Unaudited interim financial information:

The accompanying unaudited consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") for interim financial information. Accordingly, they do not include all the information and disclosures required by GAAP for complete financial statements. Operating results for the three and nine months ended September 30, 2014 are not necessarily indicative of the results that may be expected for the year ending December 31, 2014 or for any other interim period or other future year. In the opinion of management, the unaudited condensed consolidated financial statements include all adjustments, consisting of normal recurring adjustments, considered necessary for a fair presentation. These unaudited condensed consolidated financial statements and related notes should be read in conjunction with the consolidated financial statements and notes for the fiscal year ended December 31, 2013 included in the Company's Annual Report filed on Form 10-K for the year ended December 31, 2013 filed with the Securities and Exchange Commission (the "SEC") on April 1, 2014.

Note 3 – Recent accounting pronouncements:

In July 2013, the FASB issued amendments to FASB ASC Topic 740 "Income Taxes." The amendments provide further guidance to the balance sheet presentation of unrecognized tax benefits when a net operating loss or similar tax loss carryforwards, or tax credit carryforwards exist. The amendments became effective for public entities for annual periods beginning after December 15, 2013. The Company has reviewed the implications of this amendment and it does not have a material impact on the consolidated results of operations or on the financial position.

In April 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2014-08, “Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity” (“ASU 2014-08”). ASU 2014-08 limits the requirement to report discontinued operations to disposals of components of an entity that represent strategic shifts that have (or will have) a major effect on an entity’s operations and financial result. The amendments also require expanded disclosures concerning discontinued operations and disclosures of certain financial results attributable to a disposal of a significant component of an entity that does not qualify for discontinued operations reporting. The amendments in this ASU are effective prospectively for reporting periods beginning on or after December 15, 2014, with early adoption permitted. The impact on the Company’s Financial Statements of adopting ASU 2014-08 is currently being assessed by management.

In May 2014, the FASB issued ASU No. 2014-09, “Revenue from Contracts with Customers” (Topic 606). ASU 2014-09 addresses the reporting of revenue by most entities and will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. This update is effective in fiscal periods beginning after December 15, 2016. Early application is not permitted. The impact on our financial statements of adopting ASU 2014-09 is currently being assessed by management.

In August 2014, the FASB issued ASU No. 2014-15 “Disclosure of Uncertainties About an Entity’s Ability to Continue as a Going Concern”, which provides guidance on determining when and how to disclose going concern uncertainties in the financial statements. The new standard requires management to perform interim and annual assessments of an entity's ability to continue as a going concern. The update is effective for annual periods ending after December 15, 2016, and interim periods thereafter. Early adoption is permitted. The impact on our financial statements of adopting ASU 2014-15 is currently being assessed by management.

Note 4 - Inventory:

Inventory consisted of the following:

	At September 30, 2014	At December 31, 2013
Food	\$ 143,918	\$ 79,773
Beverages	800,766	898,619
Totals	<u>\$ 944,684</u>	<u>\$ 978,392</u>

Note 5 - Property and equipment, net:

Property and equipment, net consisted of the following:

	At September 30, 2014	At December 31, 2013
Furniture, fixtures and equipment	\$ 7,562,498	\$ 6,382,710
Leasehold improvements	21,439,786	17,897,561
Construction in progress	1,518,950	826,065
Restaurant supplies	713,622	602,261
	<u>31,234,856</u>	<u>25,708,597</u>
Less accumulated depreciation and amortization	14,331,035	12,263,184
Total	<u>\$ 16,903,821</u>	<u>\$ 13,445,413</u>

Depreciation and amortization related to property and equipment included in continuing operations amounted to \$1,000,464 and \$1,151,982 in the nine months ended September 30, 2014 and 2013, respectively.

Note 6 – Accrued expenses:

Accrued expenses consisted of the following:

	At September 30, 2014	At December 31, 2013
Sales tax payable	\$ 578,975	\$ 493,886
Payroll and related	244,953	498,228
Termination costs(1)	-	1,375,341
Income taxes payable	685,612	-
Due to hotels	200,000	200,000
Other	13,925	569,752
Totals	<u>\$ 1,723,465</u>	<u>\$ 3,137,207</u>

(1) Includes the costs associated with the termination of two leases and one management agreement in fiscal 2013 for discontinued operations. These termination costs were paid in the second quarter of 2014.

Note 7 - Notes payable:

On October 1, 2009, One Group purchased the following membership units from a former member: 10.14% in JEC II, 6.55% in One Marks, 5.19% in Little West 12th and 4.63% in One LA. The Company paid \$400,000, of which \$300,000 was paid in cash and \$100,000 in the form of a note and issued warrants to purchase up to 10,090 membership units of the Company at an exercise price of \$22.94 per membership unit which were cancelled in connection with the Merger. Commencing in December 2009, quarterly payments of principal and interest in the amount of \$5,656 are to accrue at an interest at a rate of 5% through September 2014. At September 30, 2014 and December 31, 2013, \$0 and \$15,000 remained outstanding under this note, respectively.

On June 3, 2014 the Company entered into Amendment No. 3 to the Credit Agreement with BankUnited, N.A., or BankUnited (formerly Herald National Bank) dated October 31, 2011, as amended on January 24, 2013 and October 15, 2013 (as amended, the Credit Agreement), to adjust the commitment termination date to October 31, 2014 and the maturity date of the Credit Agreement to October 31, 2015.

On August 6, 2014, the Company entered into Amendment No. 4 and Addendum to the Credit Agreement with BankUnited to, among other things, increase its credit facility for up to \$9.1 million, as well as update certain definitions, add additional subsidiaries as borrowers, remove the advance ratio covenant and add a debt service coverage ratio calculation. The covenant calculations were effective for the period ending September 30, 2014 and the Company was in compliance with all of the new covenants as of September 30, 2014.

At September 30, 2014, the Credit Agreement accrues interest at a rate equal to the greater of prime plus 0.75% or 4% (4% at September 30, 2014 and 5% at September 30, 2013, respectively). Our tangible net worth, calculated pursuant to the Credit Agreement, was \$19,223,128 and \$8,226,636 at September 30, 2014 and December 31, 2013, respectively.

At September 30, 2014 and December 31, 2013, \$6,127,253 and \$4,316,865 remained outstanding under the Credit Agreement, respectively.

Minimum future payments on the notes payable in each of the years subsequent to September 30, 2014 are \$0 in 2014 and \$6,127,253 in 2015.

Interest expense recognized related to these notes amounted to \$72,892 and \$132,964 for the nine months ended September 30, 2014 and 2013, respectively, and \$0 and \$58,688 for the three months ended September 30, 2014 and 2013, respectively.

Note 8 - Nonconsolidated variable interest entities:

Accounting principles generally accepted in the United States of America provide a framework for identifying variable interest entities (VIEs) and determining when a company should include the assets, liabilities, noncontrolling interests, and results of activities of a VIE in its consolidated financial statements. In general, a VIE is a corporation, partnership, limited-liability corporation, trust, or any other legal structure used to conduct activities or hold assets that (1) has an insufficient amount of equity to carry out its principal activities without additional subordinated financial support, (2) has a group of equity owners that are unable to direct the activities of the entity that most significantly impact its economic performance, or (3) has a group of equity owners that do not have the obligation to absorb losses of the entity or the right to receive returns of the entity. A VIE should be consolidated if a party with an ownership, contractual, or other financial interest in the VIE that is considered a variable interest (a variable interest holder) has the power to direct the VIE's most significant activities and the obligation to absorb losses or right to receive benefits of the VIE that could be significant to the VIE. A variable interest holder that consolidates the VIE is called the primary beneficiary. Upon consolidation, the primary beneficiary generally must initially record all of the VIE's assets, liabilities, and noncontrolling interests at fair value and subsequently account for the VIE as if it were consolidated based on majority voting interest. At September 30, 2014 and December 31, 2013, the Company held investments that were evaluated against the criteria for consolidation and determined that it is not the primary beneficiary of the investments because the Company lacks the power to direct the activities of the variable interest entities that most significantly impacts their economic performance. Therefore, consolidation in the Company's financial statements is not required. At September 30, 2014 and December 31, 2013, the Company held the following investments:

	At September 30, 2014	At December 31, 2013
Bagatelle NY LA Investors, LLC ("Bagatelle Investors")	\$ 544,726	\$ 840,614
Bagatelle Little West 12 th , LLC ("Bagatelle NY")	1,528,182	1,192,363
Bagatelle La Cienega, LLC ("Bagatelle LA")	-	-
Totals	<u>\$ 2,072,908</u>	<u>\$ 2,032,977</u>

Bagatelle Investors is a holding company that has interests in two operating restaurant companies, Bagatelle NY and Bagatelle LA. All three entities were formed in 2011. The Company holds interests in all three entities. See Note 9 for condensed financial information related to these entities.

During the periods ended September 30, 2014 and 2013, the Company provided no explicit or implicit financial or other support to these VIEs that were not previously contractually required.

The amounts presented above represent maximum exposure to loss.

Note 9 - Investments:

The Company has investments in Bagatelle Investors, Bagatelle NY and Bagatelle LA as reflected in Note 8. In addition, the Company has an investment in One 29 Park, LLC ("One 29 Park") with a carrying amount of \$506,000 at September 30, 2014 and December 31, 2013, respectively. These investments have been accounted for under the equity method. Included in due to/from related parties at September 30, 2014 and December 31, 2013 are net amounts due to/(from) these entities of \$(60,630) and \$29,123, respectively. Included in accounts receivable are management fees due at September 30, 2014 and December 31, 2013 from these entities for \$411,839 and \$415,371, respectively.

Condensed financial information for Bagatelle Investors, Bagatelle NY, Bagatelle LA and One 29 Park as of, and for the periods ended September 30, 2014 and December 31, 2013 are as follows:

September 30, 2014:				
	Bagatelle Investors	Bagatelle NY	Bagatelle LA	One 29 Park
Company ownership	31.24%	5.23%(1)	5.23%(2)	10%
Current assets	\$ 150,988	\$ 508,272	\$ 75,917	\$ 1,698,565
Noncurrent assets	2,007,891	2,546,310	530,351	1,173,548
Current liabilities	(3,406)	(419,273)	(1,332,034)	(358,963)
Noncurrent liabilities	-	(194,991)	(26,543)	(4,051,990)
Equity	<u>\$ 2,155,473</u>	<u>\$ 2,440,318</u>	<u>\$ (752,309)</u>	<u>\$ (1,538,840)</u>

Three months ended September 30, 2014:				
Revenues	\$ -	\$ 5,913,430	\$ 997,033	\$ 4,591,161
Operating income (loss)	109,780	803,508	(123,162)	(132,150)
Net income (loss)	109,780	701,424	(132,906)	(135,150)

Nine months ended September 30, 2014:				
Revenues	\$ -	\$ 9,025,968	\$ 1,359,169	\$ 5,679,178
Operating income (loss)	214,986	1,395,717	(204,230)	(72,347)
Net income (loss)	212,686	1,281,395	(217,082)	(75,346)

December 31, 2013:				
	Bagatelle Investors	Bagatelle NY	Bagatelle LA	One 29 Park
Company ownership	31.24%	5.23%(1)	5.23%(2)	10%
Current assets	\$ 164,662	\$ 1,628,639	\$ 94,634	\$ 2,136,179
Noncurrent assets	2,944,785	2,708,504	587,861	1,182,845
Current liabilities	(1,471)	(707,324)	(1,187,803)	(750,430)
Noncurrent liabilities	-	(171,996)	(26,771)	-
Equity	<u>\$ 3,107,976</u>	<u>\$ 3,457,823</u>	<u>\$ (532,079)</u>	<u>\$ 2,568,594</u>

Three months ended September 30, 2013:				
Revenues	\$ -	\$ 5,807,888	\$ 971,084	\$ 4,967,447
Operating income (loss)	112,740	1,456,247	(193,458)	(38,767)
Net income (loss)	110,891	827,817	(293,054)	(41,767)

Nine months ended September 30, 2013:				
Revenues	\$ -	\$ 8,747,933	\$ 1,236,199	\$ 7,242,579
Operating income (loss)	143,513	1,283,943	(518,716)	(203,448)

Net income (loss)	140,954	1,207,760	(537,865)	(206,448)
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- (1) This reflects the Company's direct ownership of 5.23% in Bagatelle NY. In addition, the Company has indirect ownership through Bagatelle Investors as well as one of its subsidiaries of 45.90% for a total effective ownership of 51.13%.
- (2) This reflects the Company's direct ownership of 5.23% in Bagatelle LA. In addition, the Company has indirect ownership through Bagatelle Investors as well as one of its subsidiaries of 38.10% for a total effective ownership of 43.33%.

The Company has accounted for its investments in Bagatelle LA and One 29 Park under the equity method due to its ability to exercise significant influence over such entities.

Note 10 - Related party transactions:

Due from related parties consists of amounts related to the Company and its related entities which arose from noninterest bearing cash advances and are expected to be repaid within the next twelve months. Included in other assets are noninterest bearing cash advances made to related parties that are not expected to be repaid within the next twelve months. As of September 30, 2014 and December 31, 2013, these advances aggregated to a total of \$1,017,799 and \$1,107,220, respectively.

The Company incurred approximately \$385,000 and \$848,000 for the nine months ended September 30, 2014 and 2013 for legal fees to an entity owned by one of the Company's shareholders. Included in accounts payable and accrued expenses at September 30, 2014 and December 31, 2013 is a balance due to this entity of approximately \$43,022 and \$417,000, respectively.

The Company incurred approximately \$3,107,000 and \$1,288,000 for the nine months ended September 30, 2014 and 2013, respectively, for construction services to an entity owned by one of the Company's shareholders. Included in accounts payable at September 30, 2014 and December 31, 2013 is a balance due to this entity of \$0 and \$15,900, respectively.

Note 11 – Derivative liability:

On October 16, 2013, the Merger provided for up to an additional \$14,100,000 of payments to the TOG Members and the Liquidating Trust based on a formula as described in the Merger Agreement and which is contingent upon the exercise of outstanding Company warrants to purchase 5,750,000 shares of Common Stock at an exercise price of \$5.00 per share (the "Parent Warrants"). The Company is required to make any payments on a monthly basis. Additionally, certain One Group employees are entitled to receive a contingent sign-on bonus of an aggregate of approximately \$900,000 upon the exercise of the Parent Warrants. Any Parent Warrants that are unexercised will expire on the date that is the earlier of (i) February 27, 2016 or (ii) the forty-fifth (45th) day following the date that the Company's common stock closes at or above \$6.25 per share for 20 out of 30 trading days commencing on February 27, 2014.

The Company estimates the fair value of the derivative liability using the Monte Carlo method, which is comprised of the \$14,100,000 in payments and the \$900,000 in contingent sign-on bonus for a total of \$15,000,000. The fair value of the derivative liability is initially measured on October 16, 2013 and is re-measured at the end of every reporting period with the change in value over the period reported in the statement of operations as a derivative income. In applying the Monte Carlo method, the Company uses the following key inputs and assumptions; the stock price on the valuation date, the exercise price of the warrants of \$5.00, the trigger price of \$6.25, the expected volatility which is based on an analysis of comparable companies historical stock price volatilities for a period comparable to the term of the warrants, the expected months until effective registration statement, the term based on the period from the valuation date until the two-year period following the expected date of the effective registration, the risk-free rate based on the rate of US treasury securities with the same term and the discount rate based on the aggregate of the expected short-term margin and the risk-free rate.

The following tables summarize the components of derivative liabilities:

	September 30, 2014	December 31, 2013
Fair value of derivative liability	\$ 8,298,000	\$ 10,095,000
Significant assumptions (or ranges):		
Trading market values (1)	\$ 5.30	\$ 5.75
Term (years) (2)	1.41	2.08
Expected volatility (1)	33.1%	41.4%
Risk-free rate (2)	.31%	0.38%
Discount rate (3)	1.18%	1.24%
Effective Exercise price (2)	\$ 5.00	\$ 5.00
Trigger price (2)	\$ 6.25	\$ 6.25
Expected months until effective registration (3)	0	2

Fair value hierarchy:

- (1) Level 1 inputs are quoted prices in active markets for identical assets and liabilities, or derived therefrom.
- (2) Level 2 inputs are inputs other than quoted prices that are observable.
- (3) Level 3 inputs are unobservable inputs. Inputs for which any parts are level 3 inputs are classified as level 3 in their entirety.

The Company recorded \$1,793,142 of income on the adjustment of the derivative liability balance for the nine months ended September 30, 2014.

Note 12 - Commitments and contingencies:

Operating leases:

The Company is obligated under several operating leases for the restaurants, equipment and office space, expiring in various years through 2031, which provide for minimum annual rentals, escalations, percentage rent, common area expenses or increases in real estate taxes.

Future minimum rental commitments under the leases and minimum future rental income per the sublease in five years subsequent to September 30, 2014 and thereafter are as follows:

Year Ending December 31,	Expense	Income	Net Amount
2014	\$ 2,160,984	\$ (790,390)	\$ 1,370,594
2015	5,980,402	(1,075,083)	4,905,319
2016	6,703,216	(1,063,785)	5,639,431
2017	6,457,831	(844,061)	5,613,770
2018	6,562,366	(864,156)	5,698,210
Thereafter	92,974,777	(3,626,551)	89,348,226
Total	<u>\$ 120,839,576</u>	<u>\$ (8,264,026)</u>	<u>\$ 112,575,550</u>

Rent expense (including percentage rent of \$329,545 and \$272,730 for the nine months ended September 30, 2014 and 2013, respectively, and \$101,936 and \$10,509 for the three months ended September 30, 2014 and 2013, respectively), included in continued operations, amounted to \$2,802,466 and \$2,321,141 for the nine months ended September 30, 2014 and 2013, respectively, and \$779,164 and \$718,147 for the three months ended September 30, 2014 and 2013, respectively. Rent expense included in continuing operations has been reported in the consolidated statements of operations and comprehensive loss net of rental income of \$600,099 and \$469,591 for the nine months ended September 30, 2014 and 2013, respectively, and \$188,480 and \$ 181,544 for the three months ended September 30, 2014 and 2013, respectively, related to subleases with related and unrelated parties which expires through 2025.

License and management fees:

Pursuant to its amended and restated operating agreement executed in June 2007, Bridge Hospitality, LLC is obligated to pay management fees equal to 2% of revenues to a shareholder for the life of the lease. Management fees amounted to \$60,324 and \$58,640 for the nine months ended September 30, 2014 and 2013, respectively. Included in accounts payable at September 30, 2014 and December 31, 2013 are amounts due for management fees of \$27,365 and \$39,514, respectively.

Basement Manager, pursuant to its operating agreement, is obligated to pay management fees to the two managers of the nightclub. The Company terminated the management services for these two managers in February 2013. Management fees amounted to \$60,989 for the nine months ended September 30, 2013.

In January 2010, STK Vegas entered into a management agreement with a third party for a term of ten years, with two five-year option periods. Under this agreement, STK Vegas shall receive a management fee equal to 5% of gross sales, as defined ("gross sales fee") plus 20% of net profits prior to the investment breakeven point date and 43% of net profits thereafter ("incentive fee"). In addition, STK Vegas is entitled to receive a development fee equal to \$200,000. The Company has elected to receive a credit against a portion of its obligation (estimated at approximately \$387,000) to fund the build-out in lieu of receiving the \$200,000. Management fees amounted to \$3,604,433 and \$3,136,342 for the nine months ended September 30, 2014 and 2013, respectively.

In July 2009, One 29 Park Management entered into an agreement with a third party. Under this agreement, One 29 Park Management shall receive a management fee equal to 5% of gross revenues, as defined, from the restaurant, banquets, room service and rooftop sales and 50% of the base beverage fee, as defined, for the life of the management agreement which expires in 2025. Management fees amounted to \$462,313 and \$481,638 for the nine months ended September 30, 2014 and 2013, respectively.

In July 2010, Hip Hospitality UK entered into a management agreement with a third party to manage and operate the food and beverage operations in the Hippodrome Casino in London. Under this agreement, Hip Hospitality UK shall receive a management fee equal to 5.5% of total revenue, as defined, as well as an incentive fee if certain conditions are met, for the life of the management agreement which expires in 2022. Management fees amounted to \$554,039 and \$402,590 for the nine months ended September 30, 2014 and 2013, respectively. Included in accounts receivable and other assets at September 30, 2014 and December 31, 2013 are amounts due for management fees and reimbursable expenses of \$890,176 and \$870,158, respectively.

In December 2011, TOG Aldwych entered into a management agreement with a third party to operate a restaurant, bar and lounges in the ME Hotel in London. Under this agreement, TOG Aldwych shall receive a management fee equal to 5% of receipts received from food and beverages operations. In addition, TOG Aldwych is entitled to receive a monthly marketing fee equal to 1.5% of receipts received from food and beverages operations and an additional fee equal to 65% of net operating profits, as defined, for the life of the management agreement which expires in 2032. Management fee amounted to \$1,129,341 and \$1,273,948 for the three months ended September 30, 2014 and 2013, respectively. Included in accounts receivable at September 30, 2014 and December 31, 2013 are amounts due for management fees of \$877,244 and \$143,474, respectively.

In May 2012, Heraea entered into a management agreement with a third party for a term of ten years, with two five-year option periods. Under this agreement, Heraea was to receive a management fee equal to 5% of gross revenues, as defined, and a profit share of gross operating profit, as defined. In 2013, the Company made a decision to discontinue this operation and on May 30, 2014 the Company entered into a termination, mutual release and settlement agreement with the third party to terminate the management agreement. The results of operations and estimated termination costs are included in Discontinued Operations.

Note 13 - Discontinued operations:

Management decided to cease operations for the following entities: One Atlantic City (2012), STKOUT Midtown (2013), BBCLV (2013), Heraea (2013) and Tenjune (2014).

On May 1, 2014 the Company entered into a settlement agreement and mutual general release with the landlord of the Bagatelle in Las Vegas location, which closed in 2013. In connection with this release, the Company agreed to make certain payments to the landlord and on May 22nd made a payment for the remaining balance on an operating lease for certain equipment that was at the location.

On May 30, 2014 the Company entered into a termination, mutual release and settlement agreement with a third party in Las Vegas ("Owners") for the management agreement for the Heraea property and the lease agreement for the Xi Shi property in Las Vegas. In connection with this release, the Company agreed to make certain payments to the Owners.

The following table shows the components of assets and liabilities that are classified as discontinued operations in the Company's consolidated balance sheets as of September 30, 2014 and December 31, 2013:

	September 30, 2014	December 31, 2013
Cash and cash equivalents	\$ 9,709	\$ 3,318
Accounts receivable	11,092	130,527
Inventory	43,903	100,855
Prepaid expenses and other current assets	77,511	244,816
Assets of discontinued operations - current	<u>142,214</u>	<u>479,516</u>
Property and equipment, net	1,567,058	1,322,698
Security deposits	84,904	181,571
Assets of discontinued operations - long term	<u>1,651,962</u>	<u>1,504,269</u>
Accounts payable and accrued liabilities	409,573	1,022,031
Due to related parties	2,489,146	2,500,960
Liabilities of discontinued operations - current	<u>2,898,718</u>	<u>3,522,991</u>
Deferred rent payable	686,503	661,709
Net assets	<u>\$ (1,791,045)</u>	<u>\$ (2,200,915)</u>

Summarized operating results related to these entities are included in discontinued operations in the accompanying consolidated statements of operations and comprehensive loss for the three and nine months ended September 30, 2014 and 2013:

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
Revenue	\$ -	\$ 580,981	\$ 102,330	\$ 3,475,429
Costs and Expenses	<u>(177,050)</u>	<u>2,927,632</u>	<u>1,196,706</u>	<u>9,180,887</u>
Net income (loss) from discontinued operations	<u>\$ 177,050</u>	<u>\$ (2,346,651)</u>	<u>\$ (1,094,376)</u>	<u>\$ (5,705,458)</u>

Note 14 - Litigation:

The Company is party to claims in lawsuits incidental to its business. In the opinion of management, the ultimate outcome of such matters, individually or in the aggregate, will not have a material adverse effect on the Company's consolidated financial position or results of operations.

Note 15 - Stockholders' equity:

The Company is authorized by its amended and restated certificate of incorporation to issue up to 75,000,000 shares of Common Stock, par value \$0.0001 per share, and 10,000,000 shares of preferred stock, par value \$0.0001 per share. As of September 30, 2014 and December 31, 2013, there were 24,940,195 and 24,946,739, respectively, outstanding shares of Common Stock and no outstanding shares of preferred stock.

Note 16 - Stock-based compensation:

In October 2013, the board of directors approved the 2013 Employee, Director and Consultant Equity Incentive Plan (the "2013 Plan") pursuant to which the Company may issue options, warrants, restricted stock or other stock-based awards to directors, officers, key employees and other key individuals performing services for the Company. The 2013 Plan has reserved 4,773,992 shares of common stock for issuance. All awards will be approved by the board of directors or a committee of the board of directors to be established for such purpose.

The Company's outstanding stock options have maximum contractual terms of up to ten years, principally vest on a quarterly basis ratably over five years and were granted at exercise prices equal to the market price of the Company's common stock on the date of grant. The Company's outstanding stock options are exercisable into shares of the Company's common stock. The Company measures the cost of employee services received in exchange for an award of equity instruments, including grants of employee stock options and restricted stock awards, based on the fair value of the award at the date of grant in accordance with the modified prospective method. The Company uses the Black-Scholes model for purposes of determining the fair value of stock options granted and recognizes compensation costs ratably over the requisite service period, net of estimated forfeitures. For restricted stock awards, the grant-date fair value is the quoted market price of the stock.

In February 2014, the Company granted options to purchase shares of common stock at an exercise price of \$6.00 per share. Of these options, 50% vest over time and 50% will vest based on the achievement of targeted annual milestones which have been set by the board of directors.

In June 2014, the Company granted options to purchase shares of common stock at an exercise price of \$4.85 per share. These options will vest over five years.

In August 2014, the Company granted options to purchase shares of common stock at an exercise price of \$5.00 per share. These options vest over five years.

As of September 30, 2014, 632,268 shares were excluded from the calculation of dilutive earnings per share as their effect would have been anti-dilutive.

For the three and nine months ended September 30, 2014, the Company recognized \$159,385 and \$326,753 of non-cash stock-based compensation expense, respectively, in general and administrative expense in the consolidated statements of operations.

As of September 30, 2014, there was approximately \$4,629,636 of total unrecognized compensation cost related to unvested share-based compensation grants, which is expected to be amortized over a weighted-average period of 4.9 years.

The fair value of each option grant is estimated on the date of grant using the Black-Scholes model with the following weighted-average assumptions:

	Three months ended September 30, 2014
Expected life (in years)	6.5
Risk-free interest rate	1.37%
Volatility	37%
Dividend yield	0%

A summary of the status of stock option awards and changes during the three months ended September 30, 2014 are presented below:

	<u>Shares</u>	<u>Weighted Average Exercise Price</u>	<u>Weighted Average Remaining Contractual Life (Years)</u>	<u>Intrinsic Value</u>
Outstanding at December 31, 2013	766,578	\$ 5.00		
Granted	100,000	\$ 6.00		
Granted	790,000	\$ 4.85		
Granted	275,000	\$ 5.00		
Exercised	-	-		
Cancelled, expired, or forfeited	-	-		
Outstanding at September 30, 2014	1,931,578	\$ 5.00	9.42	\$ 103,500
Exercisable at September 30, 2014	125,454	\$ 5.03	9.42	\$ 6,635

The weighted-average grant-date fair value of option awards granted, vested and non-vested during the three months ended September 30, 2014 was \$1.86.

Note 17 - Segment reporting:

The Company operates in three segments: owned STK units ("STKs"), food and beverage hospitality management agreements ("F&B") and Other concepts ("Other"). We believe STKs, F&B and Other to be our reportable segments as they do not have similar economic or other characteristics to be aggregated into a single reportable segment. Our STK segment consists of leased restaurant locations and competes in the full service dining industry. Our F&B segment consists of management agreements in which the Company operates the food and beverage services in hotels or casinos and could include an STK, which we refer to as managed STK units. We refer to owned STK units and managed STK units together as "STK units". These management agreements generate management and incentive fees on net revenue at each location. Our Other segment includes owned non-STK leased locations.

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Revenues:				
STKs	\$ 10,375,136	\$ 8,695,667	\$ 27,807,365	\$ 26,732,173
F&B	1,945,363	2,137,086	6,207,523	5,585,556
Other	69,685	252,865	915,556	731,389
	<u>\$ 12,390,184</u>	<u>\$ 11,085,618</u>	<u>\$ 34,930,444</u>	<u>\$ 33,049,118</u>
Segment Profits:				
STKs	\$ 1,564,275	\$ 871,410	\$ 3,488,507	\$ 3,803,113
F&B	1,945,363	2,137,086	6,207,523	5,585,556
Other	(176,877)	(123,582)	90,488	(438,840)
Total segment profit	3,332,761	2,884,914	9,786,518	8,949,829
General and administrative, net	1,922,482	1,080,686	6,024,364	2,973,313
Depreciation and amortization	327,810	341,529	1,000,464	1,197,431
Interest expense, net of interest income	(6,268)	235,507	52,220	614,642
Other	(224,079)	810,913	(2,329,785)	1,012,720
Income (loss) from continuing operations before provision for income taxes	<u>\$ 1,312,816</u>	<u>\$ 416,279</u>	<u>\$ 5,039,255</u>	<u>\$ 3,151,723</u>
	<u>September 30,</u>	<u>December 31,</u>		
	<u>2014</u>	<u>2013</u>		
Property & equipment, net:				
STKs	\$ 15,103,170	\$ 11,893,554		
F&B	160,012	145,364		
Other	1,640,639	1,406,495		
Total	<u>\$ 16,903,821</u>	<u>\$ 13,445,413</u>		

Note 18 - Geographic information:

The following table contains certain financial information by geographic location for the nine months ended September 30, 2014 and 2013:

	Nine months ended September 30,	
	2014	2013
United States:		
Revenues - owned units	\$ 18,264,189	\$ 18,459,970
Management, incentive and royalty fee revenue	2,400,754	2,299,487
Foreign:		
Revenues - owned units	\$ 13,911	\$ 55,060
Management and development fee revenue	1,861,407	1,148,984

The following table contains certain financial information by geographic location at September 30, 2014 and December 31, 2013:

	September 30, 2014	December 31, 2013
United States:		
Net assets	\$ 9,523,135	\$ 7,572,058
Foreign:		
Net assets	\$ 1,291,994	\$ 654,579

Note 19 - Subsequent events:

On October 22, 2014, The ONE Group, LLC, JEC II, LLC and One Marks, LLC entered into a settlement agreement effective as of September 30, 2014 regarding the “ONE” trademark. The parties have amicably resolved their differences over the use and registration of such trademark for certain services and settled the litigation for \$600,000 which was paid to The ONE Group, LLC in October 2014.

On November 3, 2014, STK Denver LLC, a wholly-owned subsidiary of One Group, entered into a lease agreement with 16M, LLC to open an STK Rebel restaurant in Denver, Colorado in 2015.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Certain statements made or incorporated by reference in this report and our other filings with the Securities and Exchange Commission, in our press releases and in statements made by or with the approval of authorized personnel constitute forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, and are subject to the safe harbor created thereby. Forward looking statements reflect intent, belief, current expectations, estimates or projections about, among other things, our industry, management's beliefs, and future events and financial trends affecting us. Words such as "anticipates," "expects," "intends," "plans," "believes," "seeks," "estimates," "may," "will" and variations of these words or similar expressions are intended to identify forward looking statements. In addition, any statements that refer to expectations, projections or other characterizations of future events or circumstances, including any underlying assumptions, are forward looking statements. Although we believe the expectations reflected in any forward looking statements are reasonable, such statements are not guarantees of future performance and are subject to certain risks, uncertainties and assumptions that are difficult to predict. Therefore, our actual results could differ materially and adversely from those expressed in any forward looking statements as a result of various factors. These differences can arise as a result of the risks described in the section entitled "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2013, filed on April 1, 2014, as well as other factors that may affect our business, results of operations, or financial condition. Forward looking statements in this report speak only as of the date hereof, and forward looking statements in documents incorporated by reference speak only as of the date of those documents. Unless otherwise required by law, we undertake no obligation to publicly update or revise these forward looking statements, whether as a result of new information, future events or otherwise. In light of these risks and uncertainties, we cannot assure you that the forward looking statements contained in this report will, in fact, transpire.

Overview

We are a hospitality company that develops and operates upscale, high-energy restaurants and lounges and provides turn-key food and beverage services for hospitality venues including boutique hotels, casinos and other high-end locations globally. As of September 30, 2014, we owned and operated 8 and managed 8 restaurants and lounges throughout the United States and London, U.K. Our primary restaurant brand is STK, a steakhouse concept that features a high-energy, fun environment that encourages social interaction. We currently operate seven STK restaurants in major metropolitan cities globally, including our most recent STK which opened in April 2014 in Washington, D.C. We currently expect to open one additional STK in Miami during the fourth quarter of 2014. On February 10, 2014, we entered into a lease agreement with Walt Disney Parks and Resorts U.S., Inc. with respect to the opening of an STK restaurant in Orlando, Florida, which is expected to open in 2015. On June 9, 2014 we entered into a lease agreement to open an STK in Chicago, Illinois in 2015. In addition, on June 19, 2014 we entered into a management agreement to operate the food and beverage services at a hotel in Milan, Italy in 2015. On August 13, 2014 we announced that we entered into an agreement to operate the food and beverage services for a hotel in Miami, Florida that will include an STK Rebel beginning in 2015. STK Rebel is a more accessible version of STK. It embodies the same experience and quality of an STK and offers a broader menu and price point that we believe appeals to a national and international market. On August 28, 2014 we entered into a lease agreement to assume the the food and beverage operations, open an STK restaurant and provide the pool side restaurant and hospitality services at the W Hotel in Los Angeles, California. We commenced certain of such operations on October 1, 2014 and expect to open the STK restaurant and assume the remaining operations and services in 2015. On November 3, 2014, we entered into a lease agreement to open an STK Rebel restaurant in Denver, Colorado in 2015. The average unit volume, check and beverage mix for owned and managed STK restaurants in either a leased or F&B location that have been open a full twelve months at September 30, 2014 were \$11.5 million, \$125 and 40%, respectively.

In addition to operating stand-alone restaurants, we also operate turn-key food and beverage services at high-end boutique hotels and casinos, which, in some cases, include upscale restaurants, such as STK. Our diversified portfolio of differentiated, high-energy food and beverage hospitality solutions provides landlords and owners a choice of having one or several of our concepts and/or services in their venues. These locations are typically operated under our management agreements under which we earn a management fee based on revenue and an incentive fee based on profitability of the underlying operations. We typically target food and beverage hospitality opportunities where we believe we can generate \$500,000 to \$750,000 of annual pre-tax income. We also own or manage a small number of other standalone restaurants and lounges.

Net income (loss) for the nine months ended September 30, 2014 and 2013 were \$3,241,000 and \$(2,697,000), respectively, and included a loss from discontinued operations of \$1,094,000 and \$5,705,000 for the nine months ended September 30, 2014 and 2013, respectively. Net income (loss) for the three months ended September 30, 2014 and 2013 were \$1,137,000 and \$(2,009,000), respectively, and included net income (loss) from discontinued operations of \$177,000 and \$(2,347,000) for the three months ended September 30, 2014 and 2013, respectively. The loss from discontinued operations reflects our exiting of non-strategic and underperforming units during these periods and includes the closing of the Tenjune concept in February 2014 and the closing of the Bagatelle unit in Las Vegas during 2013 as well as the termination of the management agreement with The Palms Hotel in Las Vegas for the Heraea concept and the termination of the lease with The Palms Hotel in Las Vegas for the Xishi concept. In addition, we closed a kiosk in New York City which featured burgers and shakes in 2013. In addition, the three and nine months ended September 30, 2014 included non-cash derivative expense (income) of \$992,000 and \$(1,793,000), respectively, from an adjustment of our derivative liability balance.

Our Growth Strategies and Outlook

Our growth model is comprised of the following three primary drivers:

Expansion of STK. We have identified over 50 additional major metropolitan markets globally where we could grow our STK brand over time. We expect to open as many as two to three STKs annually in the next three years and to target approximately 25% annual unit growth thereafter provided that we have enough capital, acceptable locations and quality restaurant managers available to support that pace of growth. We believe that the completion of the Merger enables us to opportunistically invest more of our own capital in projects in order to capture a greater proportion of the economic returns. However, there can be no assurance that we will be able to open new STKs at the rate we currently expect or that our pipeline of planned offerings will be fully realized.

Expansion Through New Food & Beverage Hospitality Projects. We believe we are well positioned to leverage the strength of our brands and the relationships we have developed with global hospitality providers to drive the continued growth of our food and beverage hospitality projects, which traditionally have provided fee income with minimal capital expenditures. We continue to receive significant inbound inquiries regarding new services in new hospitality opportunities globally and to work with existing hospitality clients to identify and develop additional opportunities in their venues. Going forward, we expect to target one to two new food and beverage hospitality projects every 12 months. However, we cannot control the timing and number of acceptable opportunities that will be offered to us for our consideration.

Increase Our Operating Efficiency. In addition to expanding into new cities and hospitality venues, we intend to increase revenue and profits in our existing operations, and we believe that, following the Merger, we have more capital and resources available to allocate towards operational initiatives. We are targeting same store sales to grow by approximately 2% to 3% annually as a result of our renewed focus on this aspect of our growth plan. We also expect operating margin improvements as our restaurants and services mature. However, there can be no assurances that any increases in same store sales or operating margins will be achieved. Furthermore, as our footprint continues to increase in scale, we expect to benefit by leveraging system-wide operating efficiencies and best practices.

Key Performance Indicators

We use the following key performance indicators in evaluating our restaurants and assessing our business:

Number of Restaurant Openings. Number of restaurant openings reflects the number of restaurants opened during a particular fiscal period. For each restaurant opening, we incur pre-opening costs, which are defined below. Typically, new restaurants open with an initial start-up period of higher than normalized sales volumes (also referred to in the restaurant industry as the “honeymoon” period), which decrease to a steady level approximately 18 months after opening. However, operating costs during this initial 18 month period are also higher than normal, resulting in restaurant operating margins that are generally lower during the start-up period of operation and increase to a steady level approximately 18 months after opening. Some new restaurants may experience a “honeymoon” period either shorter or longer than 18 months.

Average Check. Average check is calculated by dividing total restaurant sales by total entrees sold for a given time period. Our management team uses this indicator to analyze trends in customers’ preferences, effectiveness of menu changes and price increases, and per customer expenditures.

Average Comparable Unit Volume. Average comparable unit volume consists of the average sales of our comparable restaurants over a certain period of time. This measure is calculated by dividing total comparable restaurant sales in a given period by the total number of comparable restaurants in that period. This indicator assists management in measuring changes in customer traffic, pricing and development of our brand.

Comparable Unit Sales. We consider a unit to be comparable, whether owned or managed, in the first full quarter following the 18th month of operations to remove the impact of new unit openings in comparing the operations of existing units. Changes in comparable unit sales reflect changes in sales for the comparable group of units over a specified period of time. Changes in comparable sales reflect changes in customer count trends as well as changes in average check, which reflects both menu mix shifts and menu pricing. Our comparable unit base consisted of six units for the three months ended September 30, 2014 as compared to five units for the three month period ended September 30, 2013, and consisted of five units for the nine month periods ended September 30, 2014 and September 30, 2013, respectively. We believe that certain of our restaurants operate at or near their effective productive capacities. As a result, we may be unable to grow comparable restaurant sales at those restaurants.

Key Financial Terms and Metrics

We evaluate our business using a variety of key financial measures:

Segment reporting

The Company operates in three segments: Owned STK units (“STKs”), Food and beverage hospitality management (“F&B”) and Other concepts (“Other”). We believe that STKs, F&B and Other to be our reportable segments as they do not have similar economic or other characteristics to be aggregated into a single reportable segment. Our STK segment consists of leased restaurant locations and competes in the full service dining industry. The F&B segment operates the food and beverage services in hotels or casinos and could include an STK, generating management and incentive fees on net revenue at each location. Our Other segment includes non-STK leased locations.

Revenues

Owned unit net revenue . Owned unit net revenues, which includes STKs and Other segment brands, consists of food, beverage, and miscellaneous merchandise sales net of any discounts, such as management and employee meals, associated with each sale. As of September 30, 2014, beverage sales comprised 40% of STK and Other food and beverage sales, before giving effect to any discounts, with food comprising the remaining 60%. This indicator assists management in understanding the trends in gross margins of the units.

Management and incentive fee revenue. Management and incentive fee revenue includes: (1) management fees received pursuant to management agreements with hospitality clients that are calculated based on a fixed percentage of revenues; and (2) incentive fees based on operating profitability, as defined by each agreement. We evaluate the performance of our managed properties based on sales growth, which drives our management fee, and on improvements in operating profitability margins, which along with sales growth, drives incentive fee growth.

Our primary restaurant brand is STK and we specifically look at comparable revenues from both owned and managed STKs in either a leased or F&B location in order to understand customer count trends and changes in average check as it relates to our primary restaurant brand.

Cost and expenses

Food and beverage costs. Food and beverage costs include all unit-level food and beverage costs of STK and Other units. We measure cost of goods as a percentage of owned unit net revenues. Food and beverage costs are generally influenced by the cost of food and beverage items, menu mix and discounting activity. Purchases of beef represent approximately 30% of our current food and beverage costs.

Unit operating expenses. We measure unit operating expenses for STKs and Other units as a percentage of owned unit net revenues. Unit operating expenses include the following:

Payroll and related expenses. Payroll and related expenses consists of manager salaries, hourly staff payroll and other payroll-related items, including taxes and fringe benefits. We measure our labor cost efficiency by tracking total labor costs as a percentage of food and beverage revenues.

Occupancy. Occupancy comprises all occupancy costs, consisting of both fixed and variable portions of rent, deferred rent expense, which is a non-cash adjustment included in our Adjusted EBITDA calculation as defined below, common area maintenance charges, real estate property taxes, utilities and other related occupancy costs and is measured by tracking occupancy as a percentage of revenues.

Direct operating expenses. Direct operating expenses consists of supplies, such as paper, small wares, china, silverware and glassware, cleaning supplies and laundry and linen costs and typically tracks revenues.

Outside services. Outside services includes music and entertainment costs, such as the use of live DJs, promoter costs, security services and commissions paid to event staff for banquet sales.

Repairs and maintenance. Repairs and maintenance consists of facility and computer maintenance contracts as well as general repair work to maintain the facilities. These costs will typically increase as the facility gets older.

Marketing. Marketing includes the cost of goods used specifically for complimentary purposes as well as general public relation costs related to the specific unit, but excluding any discounts such as management and employee meals. Marketing costs will typically be higher during the first eighteen months of a unit's operations.

General and administrative, net. General and administrative expenses are comprised of all corporate overhead expenses, including payroll and related benefits, professional fees, such as legal and accounting fees, insurance and travel expenses. Certain general and administrative expenses are allocated specifically to units and are credited and include shared services such as reservations, events and marketing. General and administrative expenses are expected to grow as we grow, including legal, accounting and other professional fees incurred as a public company.

Depreciation and amortization. Depreciation and amortization consists principally of charges related to the depreciation of fixed assets including leasehold improvements, equipment and furniture and fixtures. As we accelerate our restaurant openings, depreciation and amortization is expected to increase as a result of our increased capital expenditures.

Management and royalty fees. In certain of our F&B units, we pay outside third parties a management fee based on a percentage of sales or a fixed fee. Historically, a majority of management fees related to one property, Tenjune, and related to the use of an outside management company to operate this lounge concept. This management agreement was terminated in February 2013. Royalty fees are paid to the 50% owner of the trademark rights to the name “Asellina” and “Cucina Asellina”.

Pre-opening expenses. Pre-opening expenses consist of costs incurred prior to opening an owned or managed STK unit in either a leased or F&B location which are comprised principally of manager salaries and relocation costs, employee payroll and related training costs for new employees and lease costs incurred prior to opening. We expect these costs to increase as we accelerate our company-owned restaurant openings, which may have a material impact on our operating results in future periods. Preopening expenses vary from location to location depending on a number of factors, including the proximity of our existing restaurants; the amount of rent expensed during the construction and in-restaurant training periods; the size and physical layout of each location; the number of management and hourly employees required to operate each restaurant; the relative difficulty of the restaurant staffing process; the cost of travel and lodging for different metropolitan areas; the timing of the restaurant opening; and the extent of unexpected delays, if any, in obtaining necessary licenses and permits to open the restaurant.

Provision for income taxes. The Company accounts for income taxes in accordance with FASB ASC 740 “Accounting for Income Taxes”. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between financial statement carrying amounts of existing assets and liabilities and their respective tax basis and net operating losses and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

Equity in (income) loss of subsidiaries. This represents the income or loss that we record under the equity method for entities that are not consolidated. Included in this amount is our ownership in Bagatelle New York for which we have effective ownership of approximately 51% representing 5.23% ownership directly by us and 45.90% ownership through two of our subsidiaries.

Adjustments for noncontrolling interest. This represents the allocation of net income or loss attributable to the minority interest in those of our subsidiaries which are not wholly-owned.

EBITDA and Adjusted EBITDA. We define EBITDA as net income before interest expense, provision for income taxes and depreciation and amortization. We define Adjusted EBITDA as net income before interest expense, provision for income taxes, depreciation and amortization, non-cash impairment loss, deferred rent, pre-opening expenses, non-recurring gains and losses, losses from discontinued operations, derivative income (expense) and stock based compensation. EBITDA and Adjusted EBITDA have been presented in this Report and are supplemental measures of financial performance that is not required by, or presented in accordance with, GAAP.

We believe that EBITDA and Adjusted EBITDA are more appropriate measures of operating performance, as they provide a clearer picture of our operating results by eliminating certain non-cash expenses that are not reflective of the underlying business performance. We use these metrics to facilitate a comparison of our operating performance on a consistent basis from period to period and to analyze the factors and trends affecting our business as well as evaluate the performance of our units. Adjusted EBITDA has limitations as an analytical tool and our calculation thereof may not be comparable to that reported by other companies; accordingly, you should not consider it in isolation or as a substitute for analysis of our results as reported under GAAP. Adjusted EBITDA is included in this Report because it is a key metric used by management. Additionally, Adjusted EBITDA is frequently used by analysts, investors and other interested parties to evaluate companies in our industry. We use Adjusted EBITDA, alongside other GAAP measures such as net income (loss), to measure profitability, as a key profitability target in our annual and other budgets, and to compare our performance against that of peer companies. We believe that Adjusted EBITDA provides useful information facilitating operating performance comparisons from period to period and company to company.

The following table presents a reconciliation of Net income to EBITDA and Adjusted EBITDA for the periods indicated:

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
Net income (loss) attributable to The ONE Group Hospitality, Inc.	\$ 747,426	\$ (2,294,344)	\$ 3,038,821	\$ (2,627,332)
Net income (loss) attributable to noncontrolling interest	279,542	285,516	92,478	(69,198)
Net income (loss)	1,026,968	(2,008,828)	3,131,299	(2,696,530)
Interest expense, net of interest income	(6,268)	235,507	52,220	614,642
Provision for income taxes	462,898	78,457	813,580	142,794
Depreciation and amortization	327,810	341,529	1,000,464	1,197,431
EBITDA	1,811,408	(1,353,335)	4,997,563	(741,664)
Deferred rent (1)	102,259	635,864	289,419	285,856
Pre-opening expenses	315,905	(161,064)	1,149,078	211,330
Non-recurring gain	(1,200,000)	-	(1,200,000)	-
(Income) Loss from discontinued operations	(177,050)	2,346,651	1,094,376	5,705,458
Transaction costs	-	1,026,416	-	1,026,416
Derivative expense (income)	991,588	-	(1,793,124)	-
Stock based compensation	159,385	-	326,753	-
Adjusted EBITDA	2,003,495	2,494,532	4,864,065	6,487,396
Adjusted EBITDA attributable to noncontrolling interest	252,410	1,154,459	449,822	1,875,082
Adjusted EBITDA attributable to The ONE Group Hospitality, Inc.	\$ 1,751,085	\$ 1,340,073	\$ 4,414,243	\$ 4,612,314

(1) Deferred rent is included in unit operating expenses on the statement of income.

Adjusted Net Income. We define Adjusted Net income as Net income before loss from discontinued operations, non-recurring gains, derivative income, stock based compensation, non-cash impairment losses, and non-recurring acceleration of depreciation. Adjusted Net Income has been presented in this Report and is a supplemental measure of financial performance that is not required by, or presented in accordance with, GAAP. Adjusted Net Income has limitations as an analytical tool and our calculation thereof may not be comparable to that reported by other companies; accordingly, you should not consider it in isolation or as a substitute for analysis of our results as reported under GAAP.

We believe that Adjusted Net Income provides a clearer picture of our operating results by eliminating certain non-cash expenses that are not reflective of the underlying business performance. We use this metric to facilitate a comparison of our operating performance on a consistent basis from period to period and to analyze the factors and trends affecting our business.

The following table presents a reconciliation of Net income to Adjusted Net income for the periods indicated:

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
Net income (loss) attributable to The ONE Group Hospitality, Inc.	\$ 747,426	\$ (2,294,344)	\$ 3,038,821	\$ (2,627,332)
Net income (loss) attributable to noncontrolling interest	279,542	285,516	92,478	(69,198)
Net income (loss)	1,026,968	(2,008,828)	3,131,299	(2,696,530)
(Income) loss from discontinued operations, net of taxes	(177,050)	2,346,651	1,094,376	5,705,458
Transaction costs	-	1,026,416	-	1,026,416
Derivative expense	991,588	-	(1,793,124)	-
Non-recurring gain	(1,200,000)	-	(1,200,000)	-
Stock based compensation	159,385	-	326,753	-
Adjusted Net income	800,891	1,364,239	1,559,304	4,035,344
Adjusted Net income attributable to noncontrolling interest	184,816	147,548	54,565	556,637
Adjusted Net income attributable to The ONE Group Hospitality, Inc.	\$ 616,075	\$ 1,216,691	\$ 1,504,739	\$ 3,478,707

Results of Operations

The following table sets forth certain statements of income data for the periods indicated:

	Three months ended September 30,		Nine months ended September 30,	
	2014	2013	2014	2013
Revenues:				
Owned unit net revenues	\$ 10,444,821	\$ 8,948,532	\$ 28,722,921	\$ 27,463,562
Management and incentive fee revenue (1)	<u>1,945,363</u>	<u>2,137,086</u>	<u>6,207,523</u>	<u>5,585,556</u>
Total revenue	12,390,184	11,085,618	34,930,444	33,049,118
Cost and expenses:				
Owned operating expenses:				
Food and beverage costs	2,811,806	2,382,470	7,482,382	7,212,356
Unit operating expenses	6,245,617	5,818,234	17,661,544	16,886,934
General and administrative	1,922,482	1,080,686	6,024,364	2,973,313
Depreciation and amortization	327,810	341,529	1,000,464	1,197,431
Management and royalty fees	(35,214)	18,331	60,324	58,640
Pre-opening expenses	315,905	(161,064)	1,149,078	211,330
Transaction Costs	-	1,026,416	-	1,026,416
Equity in income of investee companies	(268,660)	(163,375)	(588,996)	(563,583)
Derivative income (expense)	991,588	-	(1,793,124)	-
Interest expense, net of interest income	(6,268)	235,507	52,220	614,642
Other (loss) income	<u>(1,227,698)</u>	<u>90,605</u>	<u>(1,157,067)</u>	<u>279,918</u>
Total cost and expenses	<u>11,077,368</u>	<u>10,669,339</u>	<u>29,891,189</u>	<u>29,897,396</u>
Income from continuing operations before provision for income taxes	1,312,816	416,279	5,039,255	3,151,722
Provision for income taxes	<u>462,898</u>	<u>78,457</u>	<u>813,580</u>	<u>142,794</u>
Income from continuing operations	849,918	337,822	4,225,675	3,008,928
(Income) loss from discontinued operations, net of taxes	<u>(177,050)</u>	<u>2,346,651</u>	<u>1,094,376</u>	<u>5,705,458</u>
Net Income (loss)	1,026,968	(2,008,829)	3,131,299	(2,696,530)
Less: net income (loss) attributable to noncontrolling interest	<u>279,542</u>	<u>285,515</u>	<u>92,478</u>	<u>(69,198)</u>
Net income (loss) attributable to The One Group Hospitality, Inc.	747,426	(2,294,344)	3,038,821	(2,627,332)
Other comprehensive income				
Currency translation adjustment	<u>(78,177)</u>	<u>42,725</u>	<u>(33,955)</u>	<u>105,711</u>
Comprehensive income (loss)	<u>\$ 669,249</u>	<u>\$ (2,251,619)</u>	<u>\$ 3,004,866</u>	<u>\$ (2,521,621)</u>

- (1) Such management and incentive fee revenue is based on a percentage of aggregate food and beverage sales which totaled \$67,516,956 and \$59,067,700 for the nine months ended September 30, 2014 and 2013, respectively, and \$22,744,225 and \$21,076,912 for the three months ended September 30, 2014 and 2013, respectively.

The following table sets forth certain statements of income data as a percentage of revenues for the periods indicated:

	<u>Three months ended September 30,</u>		<u>Nine months ended September 30,</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Revenues:				
Owned unit net revenues	84.3%	80.7%	82.2%	83.1%
Management and incentive fee revenue	15.7%	19.3%	17.8%	16.9%
Total revenue	100.0%	100.0%	100.0%	100.0%
Cost and expenses:				
Owned operating expenses:				
Food and beverage costs (1)	26.9%	26.6%	26.1%	26.3%
Unit operating expenses (1)	59.8%	65.0%	61.5%	61.5%
General and administrative	15.5%	9.7%	17.2%	9.0%
Depreciation and amortization	2.6%	3.1%	2.9%	3.6%
Management and royalty fees	(0.3)%	0.2%	0.2%	0.2%
Pre-opening expenses	2.5%	(1.5)%	3.3%	0.6%
Transaction Costs	0.0%	9.3%	0.0%	3.1%
Equity in (income) loss of investee companies	(2.2)%	(1.5)%	(1.7)%	(1.7)%
Derivative income (expense)	8.0%	0.0%	(5.1)%	0.0%
Interest expense, net of interest income	(0.1)%	2.1%	0.1%	1.9%
Other income	(9.9)%	0.8%	(3.3)%	0.8%
Total cost and expenses	89.4%	96.2%	85.6%	90.5%
Income from continuing operations before provision for income taxes	10.6%	3.8%	14.4%	9.5%
Provision for income taxes	3.7%	0.7%	2.3%	0.4%
Income from continuing operations	6.9%	3.0%	12.1%	9.1%
(Income) loss from discontinued operations, net of taxes	(1.4)%	21.2%	3.1%	17.3%
Net Income (loss)	8.3%	(18.1)%	9.0%	(8.2)%
Less: net income (loss) attributable to noncontrolling interest	2.3%	2.6%	0.3%	(0.2)%
Net income (loss) attributable to The ONE Group Hospitality, Inc.	6.0%	(20.7)%	8.7%	(8.0)%
Other comprehensive income				
Currency translation adjustment	(0.6)%	0.4%	(0.1)%	0.3%
Comprehensive income (loss)	5.4%	(20.3)%	8.6%	(7.7)%

(1) These expenses are being shown as a percentage of owned unit net revenues.

The following tables show our operating results by segment for the three and nine months ended September 30, 2014 and September 30, 2013.

	Three months ended September 30, 2014				Three months ended September 30, 2013			
	STKS	F&B	OTHER	TOTAL	STKS	F&B	OTHER	TOTAL
Revenues:								
Owned unit net revenues	\$ 10,375,136		\$ 69,685	\$ 10,444,821	\$ 8,695,667		\$ 252,865	\$ 8,948,532
Management and incentive fee revenue		\$ 1,945,363		1,945,363		\$ 2,137,086		2,137,086
Total revenue	10,375,136	1,945,363	69,685	12,390,184	8,695,667	2,137,086	252,865	11,085,618
Cost and expenses:								
Owned operating expenses:								
Food and beverage costs	2,782,788		29,017	2,811,806	2,318,723		63,747	2,382,470
Unit operating expenses	6,028,073		217,545	6,245,617	5,505,534		312,700	5,818,234
Total cost and expenses	8,810,861	-	246,562	9,057,423	7,824,257	-	376,446	8,200,704
Income from restaurant and hospitality operations	\$ 1,564,275	\$ 1,945,363	\$ (176,877)	3,332,761	\$ 871,410	\$ 2,137,086	\$ (123,582)	2,884,914
General and administrative, net				1,922,482				1,080,686
Depreciation and amortization				327,810				341,529
Management and royalty fees				(35,214)				18,331
Pre-opening expenses				315,905				(161,064)
Transaction costs				-				1,026,416
Equity in income (loss) of subsidiaries				(268,660)				(163,375)
Derivative income				991,588				-
Interest expense, net of interest income				(6,268)				235,507
Other (income) expense				(1,227,698)				90,605
Total cost and expenses				2,019,944				2,468,635
Income from continuing operations before provision for income taxes				\$ 1,312,817				\$ 416,279
Revenues:								
Owned unit net revenues	\$ 27,807,365		\$ 915,556	\$ 28,722,921	\$ 26,732,173		\$ 731,389	\$ 27,463,562
Management and incentive fee revenue		\$ 6,207,523		6,207,523		\$ 5,585,556		5,585,556
Total revenue	27,807,365	6,207,523	915,556	34,930,444	26,732,173	5,585,556	731,389	33,049,118
Cost and expenses:								
Owned operating expenses:								
Food and beverage costs	7,269,154		213,228	7,482,382	7,026,031		186,324	7,212,356
Unit operating expenses	17,049,704		611,840	17,661,544	15,903,030		983,904	16,886,934
Total cost and expenses	24,318,858	-	825,068	25,143,926	22,929,061	-	1,170,229	24,099,289
Income from restaurant and hospitality operations	\$ 3,488,507	\$ 6,207,523	\$ 90,488	9,786,518	\$ 3,803,113	\$ 5,585,556	\$ (438,840)	8,949,829
General and administrative, net				6,024,364				2,973,313
Depreciation and amortization				1,000,464				1,197,431
Management and royalty fees				60,324				58,640
Pre-opening expenses				1,149,078				211,330
Transaction costs				-				1,026,416
Equity in income (loss) of subsidiaries				(588,996)				(563,583)
Derivative income				(1,793,124)				-
Interest expense, net of interest income				52,220				614,642
Other (income) expense				(1,157,067)				279,918
Total cost and expenses				4,747,263				5,798,107
Income from continuing operations before provision for income taxes				\$ 5,039,255				\$ 3,151,722

Three Months Ended September 30, 2014 Compared to the Three Months Ended September 30, 2013

Revenues

Owned unit net revenues. Owned unit net revenues for STKs increased \$1,679,000, or 19.3%, from \$8.8 million for the three months ended September 30, 2013 to \$10.4 million for the three months ended September 30, 2014. This increase was primarily due to the opening of our STK in Washington, DC which had as of September 30, 2014 net revenues of \$1,265,000. Comparable owned STK unit sales increased \$414,000 or 4.8% from \$8.7 million for the three months ended September 30, 2013 to \$9.1 million for the three months ended September 30, 2014.

Owned unit net revenues in our Other segment decreased \$183,000, or 72.4%, from \$253,000 for the three months ended September 30, 2013 to \$70,000 for the three months ended September 30, 2014.

Management and incentive fee revenue. Management and incentive fee revenues decreased \$192,000, or 9.0%, from \$2.1 million during the three months ended September 30, 2013 to \$1.9 million for the three months ended September 30, 2014. The decrease was primarily due to an incentive fee income accrual of approximately \$550,000 for our UK operations during the three months ended September 30, 2013 based on an estimate of earnings through the end of September 2013 which was subsequently reversed during the three months ended December 31, 2013. This was partially offset by an increase in our management and incentive fee revenue for our STK in Las Vegas. For the three months ended September 30, 2014 there is no accrual for incentive fee income.

Revenue generated from these restaurants, lounges, and food and beverage services at hospitality venues impacts both our owned unit net revenues and the amount of management and incentive fees earned. For the three months ended September 30, 2014, comparable unit sales of owned or managed STK increased 5.7% as compared to the three months ended September 30, 2013.

Cost and Expenses

Food and beverage costs. Food and beverage costs for STKs increased \$464,000, or 20.0%, from \$2.3 million or 26.7% of owned unit net revenues for the three months ended September 30, 2013 to \$2.8 million or 26.8% of owned unit net revenues for the three months ended September 30, 2014. The increase in the percentage of food and beverage costs was related primarily the opening of our STK in Washington, DC, partially offset by management's improvements in increasing profit margins through improved operating efficiencies. Food revenues as a percentage of total food and beverage revenues were approximately 58% and 56% for the three months ended September 30, 2014 and 2013, respectively. Food cost as a percentage of food revenues are typically higher than beverage cost as a percentage of beverage revenues.

Food and beverage costs in our Other segment decreased \$35,000, or 54.5%, from \$64,000 or 25.2% of other owned unit net revenues for the three months ended September 30, 2013 to \$29,000 or 41.6% of owned unit net revenues for the three months ended September 30, 2014.

Unit operating expenses. Unit operating expenses for STKs increased \$523,000, or 9.5%, from \$5.8 million or 63.3% of owned unit net revenues for the three months ended September 30, 2013 to \$6.2 million or 58.1% of owned unit net revenues for the three months ended September 30, 2014. The increase in operating expenses was primarily due to the new STK unit opening in Washington, DC in April 2014 and was partially offset by improvements in operating efficiencies as it related to payroll expenses. Unit operating costs in our Other segment decreased \$95,000 or 30.4% from \$313,000 at September 30, 2014 to \$218,000 at September 30, 2013.

General and administrative. General and administrative costs increased \$841,000 to \$1.9 million, or 77.8%, during the three months ended September 30, 2014 from \$1.1 million for the three months ended September 30, 2013. General and administrative costs as a percentage of total revenues increased from 9.7% for the three months ended September 30, 2013 to 15.5% for the three months ended September 30, 2014. This increase was due to an increase in professional fees of \$302,000 in connection with our status as a public company as well as additional payroll related to the expansion of our corporate infrastructure to help facilitate our long-term growth in the United States and internationally.

Transaction costs. Transaction costs were \$0 for the three months ended September 30, 2014 compared to \$1.0 million for the three months ended September 30, 2013. Transaction costs for the three months ended September 30, 2013 included professional and other expenses related to the Merger which closed on October 16, 2013.

Depreciation and amortization. Depreciation and amortization expense decreased \$14,000, or 4.0%, from \$342,000 in the three months ended September 30, 2013 to \$328,000 for the three months ended September 30, 2014.

Management and royalty fees. Management and royalty income increased to \$35,000 for the three months ended September 30, 2014 from \$18,000 in fees for the three months ended September 30, 2013.

Pre-opening expenses. Restaurant pre-opening costs increased \$477,000, or 296.1%, from income of \$161,000 or 1.5% of total revenues for the three months ended September 30, 2013 to an expense \$316,000 or 2.5% of total revenues for the three months ended September 30, 2014. The increase is related to a recategorization of the preopening costs related to Xishi to loss from discontinued operations in 2013 and the preopening costs associated with the new food and beverage operations at the W Hotel in Los Angeles, California which had certain services commence in October 2014.

Equity in income of investee companies. Equity in income of investee companies increased by \$106,000 from \$163,000, or 1.5% of total revenues for the three months ended September 30, 2013, to \$269,000 or 2.2% of total revenues for the three months ended September

30, 2014 primarily related to an increase in income from the ownership interest in the Bagatelle unit in New York City.

Derivative income (expense). Derivative expense was \$992,000 for the three months ended September 30, 2014, compared to \$0 for the three months ended September 30, 2013. Derivative expense represents the increase in the total fair value of the derivative liability that is related to the potential exercise of the publicly traded warrants.

Interest expense, net of interest income. Interest expense, net of interest income decreased by \$242,000, or 102.7%, from \$236,000, or 2.1% of consolidated revenues for the three months ended September 30, 2013, to interest expense, net interest income of \$6,000, or 0.1% of total revenues for the three months ended September 30, 2014, due primarily to the decrease in member loans outstanding at September 30, 2014.

Other (income) expense. Other (income) expense decreased by \$1.3 million from \$91,000 of other expense, or 0.8% of total revenues for the three months ended September 30, 2013, to \$1.2 million of other income, or 9.9% of total revenues, for the three months ended September 30, 2014. The difference is due to a \$1.2 million payment received in connection with the termination of our management agreement at the Perry Hotel in Miami.

Provision for income taxes. Income tax expense increased by \$385,000 to \$463,000 tax expense during the three months ended September 30, 2014 from a \$78,000 tax expense during the three months ended September 30, 2013. As of September 30, 2013, we were a limited liability company and not subject to federal taxes. As a result of the Merger, we are now a corporation that is subject to federal, state and city taxes. The deferred tax asset and corresponding valuation allowance increased for the third quarter of 2014. The deferred tax asset increased as a result of current deferred timing items and our acquisition of the remaining portion of one of our partnership interests. The valuation allowance increased accordingly given the uncertainty of realizing these deferred tax assets in the foreseeable future.

Loss from discontinued operations . During the nine months ended September 30, 2014, we closed and abandoned one company-owned venue in New York. The operations and related expenses of this location is presented as loss from discontinued operations. Loss from discontinued operations decreased by \$2.5 million to a gain of \$177,000 during the three months ended September 30, 2014 from \$2.3 million during the three months ended September 30, 2013. The decrease is attributable to the winding down of operations, partially offset by the reversal of estimated costs related to the closing of BBCLV.

Net (loss) income attributable to noncontrolling interest. Net (loss) income attributable to noncontrolling interest decreased \$6,000, or 2.1%, to \$280,000 for the three months ended September 30, 2014 from \$286,000 during the three months ended September 30, 2013.

Nine Months Ended September 30, 2014 Compared to the Nine Months Ended September 30, 2013

Revenues

Owned unit net revenues. Owned unit net revenues for our STKs increased \$1.1 million, or 4.0%, from \$26.7 million for the nine months ended September 30, 2013 to \$27.8 million for the nine months ended September 30, 2014. This increase was primarily due to an increase of \$2.4 million in revenues due to the opening of our STK in Washington DC partially offset by the temporary closure and renovation of The Perry Hotel in Miami in which we operate one STK and also provide food and beverage services to the hotel. We expect this STK to reopen in the fourth quarter of 2014. Comparable owned STK unit sales increased \$920,000 or 3.7% from \$24.5 million for the nine months ended September 30, 2013 to \$25.5 million for the nine months ended September 30, 2014.

Owned unit net revenues increased in our Other segment \$184,000, or 25.2%, from \$731,000 for the nine months ended September 30, 2013 to \$916,000 for the nine months ended September 30, 2014.

Management and incentive fee revenue. Management and incentive fee revenues increased \$622,000, or 11.1%, from \$5.6 million during the nine months ended September 30, 2013 to \$6.2 million for the nine months ended September 30, 2014. This increase was driven primarily by an increase in the management and incentive fee income that we received at our STK in Las Vegas as well as a full nine months of our food and beverage hospitality operations at the ME Hotel in London, which was only open for part of the nine months ended September 30, 2013, partially offset by an incentive fee income accrual of approximately \$550,000 for our UK operations during the three months ended September 30, 2013, and based on an estimate of earnings through the end of September 2013 which was subsequently reversed during the three months ended December 31, 2013. For the nine months ended September 30, 2014 there is no accrual for incentive fee income.

Revenue generated from these restaurants, lounges, and food and beverage services at hospitality venues impacts both our owned unit net revenues and the amount of management and incentive fees earned. For the nine months ended September 30, 2014, comparable unit sales of owned or managed STKs increased 5.1% as compared to the nine months ended September 30, 2013. The average check for owned or managed STKs decreased \$1.14 from \$126.12 for the last twelve month period ended September 30, 2013 to \$124.98 for the last twelve month period ended September 30, 2014.

Cost and Expenses

Food and beverage costs. Food and beverage costs for owned STKs increased \$243,000, or 3.5%, from \$7.0 million or 26.3% of owned unit net revenues for the nine months ended September 30, 2013 to \$7.3 million or 26.1% of owned unit net revenues for the nine months ended September 30, 2014. The increase in food and beverage costs was related primarily the opening of our STK in Washington, DC partially offset by management's improvements in increasing profit margins through improved operating efficiencies. Food revenues as a percentage of total food and beverage revenues were approximately 58% and 56% for the nine months ended September 30, 2014 and 2013, respectively. Food cost as a percentage of food revenues are typically higher than beverage cost as a percentage of beverage revenues.

Food and beverage costs in our Other segment units increased \$27,000, or 14.4%, from \$186,000 or 25.5% of owned unit net revenues for the three months ended September 30, 2013 to \$213,000 or 23.3% of owned unit net revenues for the nine months ended September 30, 2014.

Unit operating expenses. Unit operating expenses for owned STKs increased \$1.1 million, or 7.2%, from \$15.9 million or 59.5% of owned unit net revenues for the nine months ended September 30, 2013 to \$17.0 million or 61.3% of owned unit net revenues for the nine months ended September 30, 2014. The increase in operating expenses was primarily due to the new STK unit opening in Washington, DC in April 2014 and was partially offset by improvements in operating efficiencies as related to payroll expenses. Unit operating expenses in our Other segment decreased \$372,000 or 37.8% from \$984,000 for the nine months ended September 30, 2014 to \$612,000 for the nine months ended September 30, 2013.

General and administrative. General and administrative costs increased \$3.1 million to \$6.0 million, or 102.6%, during the nine months ended September 30, 2014 from \$3.0 million for the nine months ended September 30, 2013. General and administrative costs as a percentage of total revenues increased from 9.0% for the nine months ended September 30, 2013 to 17.2% for the nine months ended September 30, 2014. This increase was due to an increase in professional fees of \$1.4 million in connection with our status as a public company as well as additional payroll related to the expansion of our corporate infrastructure to help facilitate our long-term growth in the United States and internationally.

Depreciation and amortization. Depreciation and amortization expense decreased \$197,000, or 16.4%, from \$1.2 million in the nine months ended September 30, 2013 to \$1.0 million for the nine months ended September 30, 2014. This decrease was primarily related to the temporary closure of the STK in Miami at The Perry Hotel due to a major renovation in 2013.

Management and royalty fees. Management and royalty fees increased to \$60,000 for the nine months ended September 30, 2014 from \$59,000 for the nine months ended September 30, 2013.

Pre-opening expenses. Restaurant pre-opening costs increased \$938,000, or 443.7%, from \$211,000 or 0.6% of total revenues for the nine months ended September 30, 2013 to \$1.1 million or 3.3% of total revenues for the nine months ended September 30, 2014. The increase is related to the preopening costs associated with the new STK in Washington, DC which opened in April 2014, the food and beverage operations at the W Hotel in Los Angeles, California, which had certain services commence on October 1, 2014, the STK in Miami which is scheduled to reopen in the fourth quarter of 2014 and the STKs in Orlando and Chicago that are in the early stages of development.

Equity in income of investee companies. Equity in income of investee companies increased by \$25,000 from \$563,000, or 1.7% of total revenues for the nine months ended September 30, 2013, to \$589,000 or 1.7% of total revenues for the nine months ended September 30, 2014, primarily related to a decline in income from the ownership interest in the Bagatelle unit in New York City.

Derivative income. Derivative income was \$1.8 million for the nine months ended September 30, 2014, compared to \$0 for the nine months ended September 30, 2013. Derivative income represents the decrease in the total fair value of the derivative liability that is related to the potential exercise of the publicly traded warrants.

Interest expense, net of interest income. Interest expense, net of interest expense decreased by \$562,000, or 91.5%, from \$615,000 for the nine months ended September 30, 2013, to \$52,000, or 0.1% of total revenues for the nine months ended September 30, 2014, due primarily to the decrease in member loans outstanding at September 30, 2014.

Other (income) expense. Other (income) expense increased by \$1.4 million from \$280,000 of other expense, or 0.8% of total revenues for the nine months ended September 30, 2013, to \$1.2 million of other income, or 3.3% of total revenues, for the nine months ended September 30, 2014. The difference is due to a \$1.2 million payment received in connection with the termination of our management agreement at the Perry Hotel in Miami.

Provision for income taxes. Income tax expense increased by \$671,000 to \$814,000 tax expense during the nine months ended September 30, 2014 from a \$143,000 tax expense during the nine months ended September 30, 2013. As of September 30, 2013, we were a limited liability company and not subject to federal taxes. As a result of the Merger, we are now a corporation that is subject to federal, state and city taxes. The deferred tax asset and corresponding valuation allowance increased for the third quarter of 2014. The deferred tax asset increased as a result of current deferred timing items and our acquisition of the remaining portion of one of our partnership interests. The valuation allowance increased accordingly given the uncertainty of realizing these deferred tax assets in the foreseeable future.

Loss from discontinued operations. During the nine months ended September 30, 2014, we closed and abandoned one company-owned venue in New York. The operations and related expenses of this location is presented as loss from discontinued operations. Loss from discontinued operations decreased by \$4.6 million to \$1.1 million during the nine months ended September 30, 2014 from \$5.7 million during the nine months ended September 30, 2013. The decrease is attributable to the winding down of operations offset by the reversal of estimated costs related to the closing of BBCLV of \$443,000.

Net loss attributable to noncontrolling interest. Net income (loss) attributable to noncontrolling interest increased \$161,000, or 234.8%, to \$92,000 for the nine months ended September 30, 2014 from a loss of \$69,000 during the three months ended September 30, 2013.

Potential Fluctuations in Quarterly Results and Seasonality

Our quarterly operating results may fluctuate significantly as a result of a variety of factors, including the timing of new restaurant openings and related expenses, profitability of new restaurants compared with more mature units, increases or decreases in comparable restaurant sales, general economic conditions, changes in consumer preferences, competitive factors and changes in food costs (especially beef). In the past, we have experienced significant variability in restaurant pre-opening costs from quarter to quarter primarily due to the timing of restaurant openings. We typically incur restaurant pre-opening costs in the five months preceding a new restaurant opening. In addition, our experience to date has been that labor and direct operating and occupancy costs associated with a newly opened restaurant during the first five to nine months of operation are often materially greater than what will be expected after that time, both in aggregate dollars and as a percentage of restaurant sales. Accordingly, the number and timing of new restaurant openings in any quarter has had, and is expected to continue to have, a significant impact on quarterly restaurant pre-opening costs, labor and direct operating and occupancy costs. Our business also is subject to fluctuations due to season and adverse weather. Our results of operations have historically been impacted by seasonality. Our second and fourth quarters have traditionally had higher sales volume than other periods of the year. Severe weather may impact restaurant unit volumes in some of the markets where we operate and may have a greater impact should they occur during our higher volume months, especially the second and fourth quarters. As a result of these and other factors, our financial results for any given quarter may not be indicative of the results that may be achieved for a full fiscal year.

Liquidity and Capital Resources

Our principal liquidity requirements are to meet our lease obligations, our working capital and capital expenditure needs and to pay principal and interest on our outstanding indebtedness. Subject to our operating performance, which, if significantly adversely affected, would adversely affect the availability of funds, we expect to finance our operations for at least the next 12 to 18 months, including costs of opening currently planned new restaurants, through cash received by us in connection with the Merger, as well as cash provided by operations, construction allowances provided by landlords of certain locations and borrowings under our existing credit facility discussed below. We cannot be sure that these sources will be sufficient to finance our operations beyond that period, however, and we may seek additional financing in the future, which may or may not be available on terms and conditions satisfactory to us, or at all. As of September 30, 2014, we had cash and cash equivalents of approximately \$8.4 million.

Our operations have not required significant working capital and, like many restaurant companies, we may at times have negative working capital. Revenues are received primarily in cash or by credit card, and restaurant operations do not require significant receivables or inventories, other than our wine inventory. In addition, we receive trade credit for the purchase of food, beverages and supplies, thereby reducing the need for incremental working capital to support growth.

Cash Flows

The following table summarizes the statement of cash flows for the nine months ended September 30, 2014 and September 30, 2013:

	Nine Months Ended September 30,	
	2014	2013
Net cash (used in) provided by:		
Operating activities	\$ 29,751	\$ (1,085,929)
Investing activities	(4,784,127)	(2,191,227)
Financing activities	1,477,299	3,443,707
Effect of exchange rate changes on cash	(34,115)	105,711
Net (decrease) increase in cash and cash equivalents	<u>\$ (3,311,192)</u>	<u>\$ 272,262</u>

Operating Activities

For the nine months ended September 30, 2014, cash flows provided by operating activities were \$30,000, consisting of net income of \$3.2 million, which included a loss from discontinued operations of \$1.1 million and adjustments for depreciation, amortization, deferred rent and other non-cash charges totaling \$1.6 million, including a non-cash derivative income of \$1.8 million, and a non-cash stock-based compensation of \$327,000. Net cash flow of operating assets and liabilities totaled \$3.9 million and included increases in accounts receivable of \$805,000, a decrease in prepaid expenses of \$263,000, increases in other assets of \$43,000 and a decrease of \$2.9 million in accounts payable and accrued expenses.

For the nine months ended September 30, 2013, cash flows used in operating activities were \$1.1 million, consisting of net loss of \$2.7 million and adjustments for depreciation, amortization, deferred rent and other non-cash charges of \$1.8 million. Net cash flow of operating assets and liabilities totaled \$23,000 and included decreases in accounts receivable of \$348,000, increases in prepaid expenses of \$526,000 and a decrease of \$144,000 in accounts payable and accrued expenses.

Investing Activities

Net cash used in investing activities for the nine months ended September 30, 2014 was \$4.8 million, consisting primarily of purchases of property and equipment of \$4.6 million, primarily related to the construction of new restaurants and general capital expenditures of existing restaurants during the period.

Net cash used in investing activities for the nine months ended September 30, 2013 was \$2.2 million, consisting primarily of purchases of property and equipment of \$1.4 million, primarily related to construction of new restaurants and general capital expenditures of existing restaurants during the period.

Financing Activities

Net cash provided by financing activities for the nine months ended September 30, 2014 was \$1.5 million, consisting of proceeds from our credit facility of \$6.9 million, offset by principal payments made on our credit facility of \$5.1 million and a repayment of notes payable of \$15,000. This was partially offset by distributions to non-controlling interest members of \$761,000.

Net cash provided by financing activities for the nine months ended September 30, 2013 was \$3.4 million, consisting of proceeds from our credit facility of \$6.0 million, offset by principal payments made on our credit facility of \$3.5 million, repayment of notes payable of \$15,000, proceeds from member loans of \$520,000 and contributions from new members of \$2.0 million. This was partially offset by distributions to members of \$1.4 million.

Capital Expenditures and Lease Arrangements

To the extent we open new restaurants, we anticipate capital expenditures in the future will increase from the amounts described in “Investing Activities” above. We typically target an average cash investment of approximately \$3.8 million on average for a 10,000 square-foot STK restaurant, in each case net of landlord contributions and equipment financing and excluding pre-opening costs. In addition, some of our existing units will require some capital improvements in the future to either maintain or improve the facilities. We are also looking at opportunities to add seating or provide enclosures for outdoor space in the next 12 months for some of our units. In addition, our hospitality food and beverage services projects typically require limited capital investment from us. These capital expenditures will primarily be funded by cash flows from operations and, if necessary, by the use of our credit facility, depending upon the timing of expenditures. We typically seek to lease our restaurant locations for primary periods of 10 to 20 years under operating lease arrangements. Our rent structures vary from lease to lease, but generally provide for the payment of both minimum and contingent (percentage) rent based on sales, as well as other expenses related to the leases (for example, our pro-rata share of common area maintenance, property tax and insurance expenses). Many of our lease arrangements include the opportunity to secure tenant improvement allowances to partially offset the cost of developing and opening the related restaurants. Generally, landlords recover the cost of such allowances from increased minimum rents. However, there can be no assurance that such allowances will be available to us on each project that we select for development.

Credit Facility

On October 31, 2011, we entered into a credit facility with BankUnited, N.A., or BankUnited (formerly Herald National Bank). On June 3, 2014 the Company entered into Amendment No. 3 to the Credit Agreement to adjust the commitment termination date to October 31, 2014 and the maturity date of the Credit Agreement to October 31, 2015. On August 6, 2014 we entered into Amendment No. 4 and Addendum to the Credit Agreement with BankUnited to, among other things, increase our credit facility for up to \$9.1 million, as well as update certain definitions, add additional subsidiaries as borrowers, remove the advance ratio covenant and add a debt service coverage ratio calculation. The covenant calculations are effective for the period ending September 30, 2014 and we were in compliance with all the new covenants as of September 30, 2014.

Other Notes Payable

On October 1, 2009, One Group purchased the following membership units from a former member: 10.14% in JEC II, 6.55% in One Marks, 5.19% in Little West 12th and 4.63% in One LA. We paid \$400,000, of which \$300,000 was paid in cash and \$100,000 in the form of a note, and issued warrants to purchase up to 10,090 of our membership units at an exercise price of \$22.94 per membership unit, which were cancelled in conjunction with the Merger. Commencing in December 2009, quarterly payments of principal and interest in the amount of \$5,656 are to accrue at an interest at a rate of 5% through September 2014. At September 30, 2014 and December 31, 2013, \$0 and \$15,000 remained outstanding under this note, respectively.

Our capital expenditures will continue to be significant as we currently plan to open one new owned STK restaurant in fiscal 2014 and three owned STKs, one owned STK Rebel and two F&B hospitality management locations in 2015 in addition to our necessary restaurant-level maintenance and key initiative-related capital expenditures; however we continue to evaluate all options available to us. As of November 13, 2014, we have 6 signed leases and or management agreements or letters of intent for restaurant locations and/or management agreements that we expect to open in the future. Additionally, we may enter into more letters of intent and/or leases during fiscal 2014. We currently anticipate our total capital expenditures for fiscal 2014, including all expenditure categories, to be approximately \$7.0 million. We expect to fund our anticipated capital expenditures for fiscal 2014 with current cash and investment balances on hand, expected cash flows from operations, borrowings under our credit facility and proceeds from expected tenant improvement allowances. Our future cash requirements will depend on many factors, including the pace of our expansion, conditions in the retail property development market, construction costs, the nature of the specific sites selected for new restaurants, and the nature of the specific leases and associated tenant improvement allowances available, if any, as negotiated with landlords. We significantly depend on our expected cash flow from operations to fund the majority of our planned capital expenditures for 2014. If our business does not generate enough cash flow from operations as expected, and replacement funding sources are not otherwise available to us, we may not be able to expand our operations at the pace currently planned.

We believe that net cash provided by anticipated operating activities, net proceeds received by us in connection with the Merger and existing available borrowings under our credit facility will be sufficient to fund currently anticipated working capital, planned capital expenditures and debt service requirements for the next 12-18 months. We regularly review acquisitions and other strategic opportunities, which may require additional debt or equity financing. We currently do not have any pending agreements or understandings with respect to any acquisition or other strategic opportunities.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements as defined in Item 303(a)(4)(ii) of Regulation S-K.

Recent Accounting Pronouncements

In July 2013, the FASB issued amendments to FASB ASC Topic 740 "Income Taxes." The amendments provide further guidance to the balance sheet presentation of unrecognized tax benefits when a net operating loss or similar tax loss carryforwards, or tax credit carryforwards exist. The amendments became effective for public entities for annual periods beginning after December 15, 2013. The Company has reviewed the implications of this amendment and it does not have a material impact on the consolidated results of operations or on the financial position.

In April 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-08, "Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity" ("ASU 2014-08 "). ASU 2014-08 limits the requirement to report discontinued operations to disposals of components of an entity that represent strategic shifts that have (or will have) a major effect on an entity's operations and financial result. The amendments also require expanded disclosures concerning discontinued operations and disclosures of certain financial results attributable to a disposal of a significant component of an entity that does not qualify for discontinued operations reporting. The amendments in this ASU are effective prospectively for reporting periods beginning on or after December 15, 2014, with early adoption permitted. The impact on our Financial Statements of adopting ASU 2014-08 is being assessed by management.

In May 2014, the FASB issued ASU No. 2014-09, "Revenue from Contracts with Customers" (Topic 606). ASU 2014-09 addresses the reporting of revenue by most entities and will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. This update is effective in fiscal periods beginning after December 15, 2016. Early application is not permitted. The impact on our financial statements of adopting ASU 2014-09 is currently being assessed by management.

In August 2014, the FASB issued ASU No. 2014-15 "Disclosure of Uncertainties About an Entity's Ability to Continue as a Going Concern", which provides guidance on determining when and how to disclose going concern uncertainties in the financial statements. The new standard requires management to perform interim and annual assessments of an entity's ability to continue as a going concern. The update is effective for annual periods ending after December 15, 2016, and interim periods thereafter. Early adoption is permitted. The impact on our financial statements of adopting ASU 2014-15 is currently being assessed by management.

Contractual Obligations

As a "smaller reporting company" as defined by Item 10 of Regulation S-K, the Company is not required to provide this information.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

As a "smaller reporting company" as defined by Item 10 of Regulation S-K, the Company is not required to provide this information.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our principal executive officer and principal financial officer, after evaluating the effectiveness of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) as of the end of the period covered by this Form 10-Q, have concluded that, based on such evaluation, our disclosure controls and procedures were not effective as of September 30, 2014 to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms, and is accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Controls

There were no changes in our internal control over financial reporting, identified in connection with the evaluation of such internal control that occurred, during the third quarter of 2014 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Assessment of Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. A material weakness is a deficiency, or combination of significant deficiencies, that results in there being more than a remote likelihood that a material misstatement of the company's annual or interim financial statements will not be prevented or detected on a timely basis by management or employees in the normal course of performing their assigned functions.

Management assessed the effectiveness of our internal control over financial reporting as of September 30, 2014. Management identified the following material weakness in our internal control over financial reporting.

Our material weakness relates to an insufficient number of accounting professionals with necessary knowledge, experience and training to adequately prepare, record, and review significant complex transactions and valuations (such as revenue recognition, stock based compensation and earnings per share) and prepare financial statements in accordance with generally accepted accounting principles in a timely manner.

In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control - Integrated Framework (2013). Because of the material weakness described above, management believes that, as of September 30, 2014, our internal control over financial reporting was not effective based on those criteria.

As a private company that recently transitioned to a public company, One Group has not historically maintained the internal accounting and financial reporting resources necessary to comply with the obligations of a public reporting company. We depended heavily on our Chief Financial Officer until we hired our Director of Financial Reporting in June 2014, along with hiring additional staff and upgrading our accounting software.

This Quarterly Report on Form 10-Q does not include an attestation report of our independent registered public accounting firm regarding internal control over financial reporting. We were not required to have, nor have we, engaged our independent registered public accounting firm to perform an audit of internal control over financial reporting pursuant to the rules of the Securities and Exchange Commission that permit us to provide only management's report in this Quarterly Report on Form 10-Q.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings.

None.

Item 1A. Risk Factors.

None.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

None.

Item 5. Other Information.

None.

Item 6. Exhibits.

(a) Exhibits required by Item 601 of Regulation S-K.

Exhibit	Description
10.1	Amendment No. 4 and Addendum to Credit Agreement, dated August 6, 2014, by and among The ONE Group, LLC, One 29 Park Management, LLC, STK-Las Vegas, LLC, STK Atlanta, LLC, CA Aldwych Limited, HIP Hospitality Limited, STK Chicago, LLC, STK-LA, LLC, STK Miami, LLC, STK Miami Service, LLC, STK Midtown Holdings, LLC, STK Midtown, LLC, STK Orlando, LLC, T.O.G. (Aldwych) Limited, T.O.G. (UK) Limited, TOG Biscayne, LLC, WSATOG (Miami) LLC and BankUnited, N.A. formerly (Herald National Bank).
10.2	Second Amended and Restated Security Agreement, dated August 6, 2014, by and among The ONE Group, LLC, One 29 Park Management, LLC, STK-Las Vegas, LLC, STK Atlanta, LLC, STK Chicago LLC, STK-LA, LLC, STK Miami Service, LLC, STK Midtown, LLC, STK Midtown Holdings, LLC, STK Orlando LLC, TOG Biscayne, LLC, WSATOG (Miami), LLC and BankUnited, N.A. (formerly Herald National Bank).
10.3	Grant of Security Interest (Trademarks), dated August 6, 2014, by and between The ONE Group, LLC and Herald National Bank.
31.1	Certification of the Company's Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2014.
31.2	Certification of the Company's Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2014.
32.1	Certification of the Company's Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of the Company's Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.1	The following information from the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2014 formatted in XBRL: (i) Balance Sheets as of September 30, 2014 (unaudited) and December 31, 2013; (ii) Statements of Operations for the Three and Nine Months Ended September 30, 2014 and 2013 (unaudited); (iii) Statement of Stockholders' Equity (Deficit) for Three and Nine Months Ended September 30, 2014; (iv) Statements of Cash Flows for the Three and Nine Months Ended September 30, 2014 and 2013 (unaudited) and (v) Notes to Financial Statements (unaudited).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: November 13, 2014

THE ONE GROUP HOSPITALITY, INC.

By: /s/ SAMUEL GOLDFINGER

Samuel Goldfinger
Chief Financial Officer

AMENDMENT NO. 4 AND ADDENDUM TO CREDIT AGREEMENT

This **AMENDMENT NO. 4 AND ADDENDUM TO CREDIT AGREEMENT** (this "Amendment") is entered into on August 6, 2014, effective as of June 30, 2014, by and among

THE ONE GROUP, LLC, a Delaware limited liability company,

ONE 29 PARK MANAGEMENT, LLC, a New York limited liability company,

STK-LAS VEGAS, LLC, a Nevada limited liability company, and

STK ATLANTA, LLC, a Georgia limited liability company, (each hereinafter referred to individually as an "Existing Borrower", and collectively, as the "Existing Borrowers"),

CA ALDWYCH LIMITED, a private limited company organized under the laws of the United Kingdom,

HIP HOSPITALITY LIMITED, a private limited company organized under the laws of the United Kingdom,

STK CHICAGO LLC, an Illinois limited liability company,

STK-LA, LLC, a New York limited liability company,

STK MIAMI, LLC, a Florida limited liability company,

STK MIAMI SERVICE, LLC, a Florida limited liability company,

STK MIDTOWN HOLDINGS, LLC, a New York limited liability company,

STK MIDTOWN, LLC, a New York limited liability company,

STK ORLANDO LLC, a Florida limited liability company,

T.O.G. (ALDWYCH) LIMITED, a private limited company organized under the laws of the United Kingdom,

T.O.G. (UK) LIMITED, a private limited company organized under the laws of the United Kingdom,

TOG BISCAYNE, LLC, a Florida limited liability company, and

WSATOG (MIAMI) LLC, a Delaware limited liability company (each hereinafter referred to individually as a "New Borrower", and collectively, as the "New Borrowers"), and

BANKUNITED, N.A., as successor by merger to Herald National Bank, a national banking association (hereinafter referred to as the "Bank").

Recitals

A. The Bank and the Existing Borrowers have entered into that certain Credit Agreement, dated as of October 31, 2011 (as amended through the date hereof, the "Credit Agreement"), pursuant to which the Bank has extended credit to the Existing Borrowers for the purposes permitted therein.

B. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Credit Agreement.

C. The Existing Borrowers and the Bank have agreed to amend the Credit Agreement by adding the New Borrowers as additional Borrowers and Subsidiary Borrowers, increasing the Commitment and amending certain other provisions, all as provided in this Amendment.

Now, Therefore, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Addition of New Borrowers/Subsidiary Borrowers.

1.1 Each New Borrower (i) is, and is deemed to be, a "Borrower" and a "Subsidiary Borrower" under, and as such terms are defined in, the Credit Agreement, (ii) assumes all of the indebtedness, liabilities and Obligations of a Borrower and a Subsidiary Borrower under the Credit Agreement, and (iii) agrees to (A) be a "Borrower" and a "Subsidiary Borrower" under, and as such terms are defined in, the Credit Agreement, (B) be bound by all of the terms of the Credit Agreement applicable to a "Borrower" or a "Subsidiary Borrower" thereunder, and (C) perform and discharge all of the obligations, covenants and agreements of a Borrower and a Subsidiary Borrower set forth in the Credit Agreement and each Note executed by the Existing Borrowers in connection therewith.

2. Amendments to Credit Agreement. The Credit Agreement is hereby amended as follows:

2.1 Section 1.1 (Defined Terms) of the Credit Agreement is hereby amended by restating the following definitions, each contained therein, to read in their entirety as follows:

"Applicable Margin" means 0.75%.

"Available Commitment Amount" means, at any time, an amount equal to the Commitment Amount at such time minus (i) the aggregate principal amount of all Loans outstanding at such time and (ii) the Letter of Credit Obligations at such time.

"Commitment" means the Bank's obligation to make Loans and issue Letters of Credit hereunder, in an aggregate amount not exceeding the Commitment Amount.

"Commitment Termination Date" means October 31, 2014.

"Guarantor" means The ONE Group Hospitality.

"Maturity Date" means October 31, 2015, or such earlier date on which all outstanding Loans shall become due and payable, whether by acceleration or otherwise.

"Security Agreement" means the Amended and Restated Security Agreement, substantially in the form of Exhibit B annexed to Amendment No. 4, by the Borrowers in favor of the Bank, as amended, restated, supplemented or otherwise modified from time to time.

"Subsidiary Borrowers" means, collectively, One 29 Park Management, STK-Las Vegas, STK Atlanta, CA Aldwych, HIP Hospitality, STK Chicago, STK-LA, STK Miami, STK Miami Service, STK Midtown, STK Midtown Holdings, STK Orlando, TOG Biscayne, T.O.G. (UK), T.O.G. (Aldwych), and WSATOG (Miami).

2.2 Section 1.1 (Defined Terms) of the Credit Agreement is hereby amended by inserting the following new definitions therein in the appropriate alphabetical location:

"Adjusted EBITDA" means, for any accounting period, net income of The ONE Group Hospitality and its Subsidiaries on a consolidated basis for such accounting period before provision for payment of Interest Expense and federal, state and local income taxes plus depreciation, amortization and other non-cash charges (including (a) payment of "pre-opening" expenses of up to \$500,000 in the aggregate with respect to all of the Borrowers for each period of 4 consecutive complete fiscal quarters and (b) any derivative liability of The ONE Group Hospitality associated with stock warrants issued by it during the applicable period) and, with respect to the four consecutive fiscal quarters ending June 30, 2014 and September 30, 2014, only, the following non-recurring items each of which was incurred in 2013: (a) merger closing costs of \$4,598,000, (ii) a "Transaction Control Premium" of \$5,000,000, (iii) a transaction sign-on bonus of \$750,000, (iv) deferred rent of \$517,000 and (v) non-cash loss from discontinued operations of \$1,135,000, in each case, to the extent deducted from such net income during such accounting period, provided that in determining such net income for such period, there shall have been deducted (A) net income attributable to all Subsidiaries that are not Borrowers during such period and (B) all distributions made by The ONE Group Hospitality to its shareholders during such period; with respect to all of the foregoing, as determined in accordance with GAAP.

"Adjusted Tangible Net Worth" means, as of any date of determination, with respect to any Person, (i) such Person's capital surplus, earned surplus and capital stock, as of such date, plus the aggregate outstanding principal amount of all Subordinated Indebtedness as of such date, less (ii) all intangible assets properly classified as such in accordance with GAAP, including, without limitation, goodwill, licenses, permits, franchises, patents, patent rights, trademarks, trade names, and copyrights, any amounts due to such Person from any officers, members, partners, managers or shareholders of such Person, plus (iii) without duplication, to the extent deducted in the calculation of capital surplus in clause (i) above, any derivative liability of The ONE Group Hospitality associated with stock warrants issued by it.

"Amendment No. 4" means Amendment No. 4 and Addendum to Credit Agreement dated August 6, 2014 effective as of June 30, 2014, by and among the Existing Borrowers, the New Borrowers and the Bank.

"Amendment No. 4 Effective Date" means the date on which the conditions precedent contained in Section 4 of Amendment No. 4 have been fulfilled.

"Application" shall have the meaning ascribed to such term in Section 2.16(b) hereof.

"CA Aldwych" means CA Aldwych Limited, a private limited company organized under the laws of the United Kingdom.

"Cash Collateral Agreement" shall have the meaning ascribed to such term in Section 2.16(e) hereof.

"Commitment Amount" means up to Nine Million One Hundred Thousand Dollars (\$9,100,000), as such amount is subject to reduction in accordance with the terms hereof.

"Debt Service Coverage Ratio" means the ratio of (i) Adjusted EBITDA during the applicable period, to (ii) the Borrowers' Total Debt Service during such period.

"Direct Debt Sublimit" means as at any date, an amount equal to the lesser of (a) Eight Million Dollars (\$8,000,000) and (b) the Commitment Amount, as in effect on such date. The Direct Debt Sublimit is part of, and not in addition to, the Commitment Amount.

"Domestic Borrowers" means, collectively, The ONE Group, One 29 Park Management, STK-Las Vegas, STK Atlanta, STK Chicago, STK-LA, STK Miami, STK Miami Service, STK Midtown, STK Midtown Holdings, STK Orlando, TOG Biscayne, and WSATOG (Miami).

"Existing Borrowers" means The ONE Group, One 29 Park Management, STK-LAS Vegas, and STK Atlanta.

"HIP Hospitality" means HIP Hospitality Limited, a private limited company organized under the laws of the United Kingdom.

"LC Collateral Account" shall have the meaning ascribed to such term in Section 2.16(e) hereof.

"Letter of Credit Agreement" shall have the meaning ascribed to such term in Section 2.16(b) hereof.

"Letter(s) of Credit" shall have the meaning ascribed to such term in Section 2.16(a) hereof.

"Letter of Credit Fee" shall have the meaning ascribed to such term in Section 2.13(e) hereof.

"Letter of Credit Obligations" means without duplication, at any time, the sum of (a) the aggregate undrawn face amount of all Letters of Credit at such time plus (b) the aggregate unpaid principal amount of all Reimbursement Obligations at such time.

"Long Term Debt" means Indebtedness of the Borrowers for borrowed money which by its terms matures more than 12 months after the date incurred or if maturing sooner, the maturity thereof may be extended at the option of the Borrowers beyond such 12-month period.

"New Domestic Borrowers" means, STK Chicago, STK-LA, STK Miami, STK Miami Service, STK Midtown, STK Midtown Holdings, STK Orlando, TOG Biscayne, and WSATOG (Miami).

"New Borrowers" means CA Aldwych, HIP Hospitality, STK Chicago, STK-LA, STK Miami, STK Miami Service, STK Midtown, STK Midtown Holdings, STK Orlando, TOG Biscayne, T.O.G. (UK), T.O.G. (Aldwych), and WSATOG (Miami).

"One 29 Park Management" means One 29 Park Management, LLC, a New York limited liability company.

"Reimbursement Obligations" means the obligations of the Borrowers to reimburse the Bank for amounts drawn under a Letter of Credit.

"STK Atlanta" means STK Atlanta, LLC, a Georgia limited liability company.

"STK Chicago" means STK Chicago LLC, an Illinois limited liability company

"STK-LA" means STK-LA, LLC, a New York limited liability company.

"STK-Las Vegas" means STK-Las Vegas LLC, a Nevada limited liability company.

"STK Miami" means STK Miami, LLC, a Florida limited liability company.

"STK Miami Service" means STK Miami Service, LLC, a Florida limited liability company.

"STK Midtown" means STK Midtown, LLC, a New York limited liability company.

"STK Midtown Holdings" means STK Midtown Holdings, LLC, a New York limited liability company.

"STK Orlando" means STK Orlando LLC, a Florida limited liability company.

"The ONE Group" means The ONE Group, LLC, a Delaware limited liability company.

"The ONE Group Hospitality" means The ONE Group Hospitality, Inc., a Delaware corporation, formerly known as Committed Capital Acquisition Corporation.

"TOG Biscayne" means TOG Biscayne, LLC, a Florida limited liability company.

"T.O.G. (UK)" means T.O.G. (UK) Limited, a private limited company organized under the laws of the United Kingdom.

"T.O.G. (Aldwych)" means T.O.G. (Aldwych) Limited, a private limited company organized under the laws of the United Kingdom

"Total Credit Exposure" means at any time, an amount equal to the sum of (a) the aggregate outstanding principal amount of all Loans at such time plus (b) the aggregate outstanding amount of all Letter of Credit Obligations at such time.

"Total Debt Service" means, for any period, Interest Expense for such period plus current maturities of Long Term Debt for such period, all as determined in accordance with GAAP.

"UK Borrowers" means, collectively, CA Aldwych, HIP Hospitality, T.O.G. (UK), and T.O.G. (Aldwych).

"WSATOG (Miami)" means WSATOG (Miami) LLC, a Delaware limited liability company.

2.3 Section 1.1 (Defined Terms) of the Credit Agreement is hereby amended by deleting the following definitions contained therein: "Advance Ratio" and "EBITDA".

2.4 Section 2.1 (Loans) of the Credit Agreement is hereby restated to read in its entirety as follows:

Section 2.1 Loans.

Subject to the terms and conditions of this Agreement, the Bank agrees to make loans on a joint and several basis to the Borrowers (each a "Loan" and, collectively, the "Loans") from time to time prior to the Commitment Termination Date in an aggregate principal amount that will not result in (i) the Total Credit Exposure exceeding the lesser of (x) the Commitment Amount and (y) the Available Commitment at such time and (ii) the aggregate outstanding principal amount of all Loans exceeding the Direct Debt Sublimit at such time. During the Credit Period, the Borrowers may borrow within the foregoing limits, prepay in whole or in part in accordance with Section 2.6, and reborrow, all in accordance with the terms and conditions hereof.

2.5 Section 2.2 (Notes) of the Credit Agreement is hereby amended by restating subsection (a) thereof to read in its entirety as follows:

(a) Each Loan shall be evidenced by a joint and several promissory note of the Borrowers in substantially the form of Exhibit A annexed to Amendment No. 4 (each, a "Note" and collectively, the "Notes"). Each Note shall be dated the date of the applicable Loan, shall be payable to the Bank in the principal amount of such Loan, and shall otherwise be duly completed. Each Note shall be subject to repayment as provided in Sections 2.5 and 2.6 hereof.

2.6 Section 2.4 (Termination or Reduction of Commitment) of the Credit Agreement is hereby amended by restating subsection (b) thereof to read in its entirety as follows:

(b) The Borrowers shall have the right, upon at least three Business Days' prior written notice to the Bank, (a) at any time when there shall be no Letter of Credit Obligations outstanding, to terminate the Commitment and (b) from time to time to permanently reduce the Commitment Amount, provided, however, that (i) the Commitment Amount may not be reduced to an amount less than the Letter of Credit Obligations then outstanding and (ii) any such partial reduction shall be in the amount of \$250,000 or an integral multiple of \$100,000 in excess thereof. Simultaneously with each reduction of the Commitment Amount under this Section, the Borrowers shall prepay the Loans as required by Section 2.6(b).

2.7 Section 2.7 (Interest Rate and Payment Dates) of the Credit Agreement is hereby amended by restating subsection (a) thereof to read in its entirety as follows:

(a) Except as otherwise provided in Section 2.7(b), prior to maturity, the outstanding principal balance of the Loans shall bear interest at a rate per annum equal to the greater of (i) the Prime Rate plus the Applicable Margin and (ii) 4.00%.

2.8 Section 2.9 (Use of Proceeds) of the Credit Agreement is hereby restated to read in its entirety as follows:

Section 2.9 Use of Proceeds.

The Borrowers agree that the proceeds of the Loans and Letters of Credit shall be used solely, directly or indirectly, for working capital and general limited liability company purposes of the Borrowers. Notwithstanding anything to the contrary contained in any Loan Document, the Borrowers agree that no part of the proceeds of the Loans or letters of Credit will be used, directly or indirectly, for a purpose which violates any law, rule or regulation of any Governmental Authority, including, without limitation, the provisions of Regulations T, U or X of the Board of Governors of the Federal Reserve System, as amended.

2.9 Section 2.10 (Capital Adequacy) of the Credit Agreement is hereby restated to read in its entirety as follows:

Section 2.10 Capital Adequacy.

If (a) the enactment or promulgation of, or any change or phasing in of, any United States or foreign law or regulation or in the interpretation thereof by any Governmental Authority charged with the administration thereof, (b) compliance with any directive or guideline from any central bank or United States or foreign Governmental Authority (whether having the force of law) promulgated or made after the Effective Date, or (c) compliance with the Risk-Based Capital Guidelines of the Board of Governors of the Federal Reserve System as set forth in 12 CFR Parts 208 and 225, or of the Comptroller of the Currency, Department of the Treasury, as set forth in 12 CFR Part 3, or similar legislation, rules, guidelines, directives or regulations under any applicable United States or foreign Governmental Authority affects or would affect the amount of capital required to be maintained by the Bank (or any lending office of the Bank) or any corporation directly or indirectly owning or controlling the Bank or imposes any restriction on or otherwise adversely affects the Bank (or any lending office of the Bank) or any corporation directly or indirectly owning or controlling the Bank and the Bank shall have determined that such enactment, promulgation, change or compliance has the effect of reducing the rate of return on the Bank's capital or the asset value to the Bank of any loan made or letter of credit issued by the Bank as a consequence, directly or indirectly, of its obligations to make and maintain the funding of the Loans and Letters of Credit at a level below that which the Bank could have achieved but for such enactment, promulgation, change or compliance (after taking into account the Bank's policies regarding capital adequacy) by an amount deemed by the Bank to be material, then, upon demand by the Bank, the Borrowers shall pay to the Bank within ten (10) days of such demand such additional amount or amounts as shall be sufficient to compensate the Bank for such reduction in such rate of return or asset value. A certificate of the Bank setting forth the amount or amounts necessary to compensate the Bank or its holding company, as applicable, as specified in this Section 2.10 shall be delivered to the Borrowers and shall be conclusive absent manifest error. Notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended from time to time, and all requests, rules, guidelines or directives thereunder or issued in connection therewith ("Dodd-Frank Act") and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to "Basel III", as amended from time to time ("Basel III"), shall in each case be deemed to be "law or regulation or in the interpretation thereof by any Governmental Authority charged with the administration thereof", regardless of the date enacted, adopted or issued.

2.10 Section 2.13 (Fees) of the Credit Agreement is amended by adding a new subsection (e) thereto directly following subsection (d) thereof, to read in its entirety as follows:

(e) Letter of Credit Fee. The Borrowers jointly and severally agree to pay to the Bank a letter of credit fee (the "Letter of Credit Fee") with respect to each Letter of Credit, a fee equal to 0.50% of the face amount of such Letter of Credit. The Letter of Credit Fee shall be payable upon the issuance of each Letter of Credit and upon each renewal and extension thereof. In addition to the Letter of Credit Fee the Borrowers agree to pay to the Bank its standard fees and charges customarily charged to customers similar to the Borrowers with respect to each Letter of Credit including with respect to the amendment, cancellation, negotiation or transfer of any Letter of Credit or processing of drawings thereunder (including without limitation, with respect to each waiver of discrepancies to permit a draw).

2.11 A new Section 2.16 (Letters of Credit) of the Credit Agreement is hereby added directly following Section 2.15, to read in its entirety as follows:

Section 2.16 Letters of Credit

(a) Subject to the terms and conditions of this Agreement, the Bank agrees to issue standby letters of credit (each a "Letter of Credit" and collectively, "Letters of Credit") from time to time prior to the Commitment Termination Date for the account of the Borrowers, provided that immediately after the issuance of each Letter of Credit, the Total Credit Exposure shall not exceed the lesser of (i) the Commitment Amount and (ii) the Available Commitment. Each Letter of Credit issued pursuant to this Section shall have an expiration date which shall be not later than one hundred eighty (180) days after the Maturity Date. No Letter of Credit shall be issued if the Bank shall have determined that any condition set forth in Section 4 has not been satisfied.

(b) Each Letter of Credit shall be issued for the account of the Borrowers in support of an obligation of a Borrower in favor of a beneficiary who has requested the issuance of such Letter of Credit as a condition to a transaction entered into in connection with such Borrower's ordinary course of business. On or before the Amendment No. 4 Effective Date, all of the Borrowers shall execute as joint and several co-account parties, and deliver to the Bank, a Master Continuing Letter of Credit Agreement in favor of the Bank (the "Letter of Credit Agreement"). When (i) a Borrower desires to obtain a Letter of Credit, such Borrower, in its capacity as "applicant", shall deliver to the Bank not later than 1:00 p.m. one Business Day prior to the requested date of issuance an Application and Agreement for Irrevocable Standby Letter of Credit in the form of Exhibit C to Amendment No. 4 (each, an "Application") duly completed and executed by an authorized signatory of such applicant Borrower which shall specify (i) the beneficiary of such Letter of Credit and the obligations of the applicant Borrower in respect of which such Letter of Credit is to be issued, (ii) such applicant Borrower's proposal as to the conditions under which a drawing may be made under such Letter of Credit and the documentation to be required in respect thereof, (iii) the maximum amount to be available under such Letter of Credit, and (iv) the requested dates of issuance and expiration. Each Letter of Credit shall be in form and substance reasonably satisfactory to the Bank, with such provisions with respect to the conditions under which a drawing may be made thereunder and the documentation required in respect of such drawing as the Bank shall reasonably require. The Bank shall, on the proposed date of issuance and subject to the terms and conditions of the Application and to the other terms and conditions of this Agreement and the Letter of Credit Agreement, issue the requested Letter of Credit.

(c) Each payment by the Bank of a draft drawn under a Letter of Credit shall give rise to an obligation on the part of the Borrowers to reimburse the Bank immediately for the amount thereof as provided in the Letter of Credit Agreement. The Bank agrees to notify the Borrowers in the event a draft is drawn under a Letter of Credit.

(d) To the maximum extent permitted by law, the Borrowers' obligation to reimburse or pay the Bank in respect of a Letter of Credit for each payment under or in respect of such Letter of Credit shall be absolute and unconditional under any and all circumstances and irrespective of any set-off, counterclaim or defense to payment which the Borrowers or any of them may have or have had against the beneficiary of such Letter of Credit, the Bank, as issuer of such Letter of Credit or any other Person, including, without limitation, any defense based on (i) the failure of any drawing to conform to the terms of such Letter of Credit, (ii) any drawing document proving to be forged, fraudulent or invalid, or (iii) the legality, validity, regularity or enforceability of such Letter of Credit; provided, that, with respect to any Letter of Credit, the foregoing shall not relieve the Bank of any liability it may have to the Borrowers for any actual damages sustained by the Borrower arising from a wrongful payment under such Letter of Credit made as a result of the Bank's gross negligence or willful misconduct. To the maximum extent permitted by law, each Borrower waives the right to assert in any action or proceeding by the Bank with regard to any Letter of Credit or any of the Reimbursement Obligations any offsets or counterclaims which it may have, except for compulsory counterclaims subject to Rule 13(a) of the Federal Rules of Civil Procedure or other analogous procedural rule of the court in which the action or proceeding has been brought.

(e) Concurrently with the issuance of each Letter of Credit, the Borrowers shall deposit in an account with the Bank, in the name of the Borrower but for the benefit of the Bank and under the sole dominion and control of the Bank (the "LC Collateral Account"), an amount in cash equal to 105% of the Letter of Credit Obligations in respect of such Letter of Credit. On or before the Amendment No. 4 Effective Date all of the Borrowers shall execute and deliver to the Bank a cash collateral agreement in form and substance satisfactory to the Bank (the "Cash Collateral Agreement") pursuant to which the Borrowers shall, on the terms and conditions set forth therein, grant to the Bank a security interest in and on the LC Collateral Account in order to secure the due payment and performance of the Reimbursement Obligations.

2.12 Article 3 (Representations and Warranties) of the Credit Agreement is amended by restating the introductory paragraph thereof to read in its entirety as follows:

In order to induce the Bank to enter into this Agreement and to make the Loans and to issue the Letters of Credit herein provided for, the Borrowers hereby covenants, represents and warrants to the Bank that:

2.13 Section 3.3 (Financial Condition; No Material Adverse Change) of the Credit Agreement is hereby restated to read in its entirety as follows:

Section 3.3 Financial Condition; No Material Adverse Change.

(a) The balance sheet of The ONE Group Hospitality and its Subsidiaries, as of December 31, 2013 and the related consolidated statements of income, members' equity and cash flows of The ONE Group and its Subsidiaries for the fiscal year ended on such date, all on a consolidated basis, have heretofore been furnished to the Bank, and are complete and correct in all material respects and present fairly in all material respects the financial condition of The ONE Group Hospitality and its Subsidiaries, on a consolidated basis, as at such date and for the fiscal year then ended. Such financial statements have been prepared in accordance with GAAP. None of the Borrowers has any material contingent obligations, contingent liabilities or liability for taxes, which is not reflected in the foregoing statements or in the notes thereto.

(b) Since December 31, 2013, there has been no Material Adverse Change in the business, assets, operations or condition, financial or otherwise, of the Borrowers.

2.14 Section 4.2 (Conditions of each Loan) of the Credit Agreement is hereby restated to read in its entirety as follows:

Section 4.2 Conditions of each Loan and each Letter of Credit.

The obligation of the Bank to make the initial Loan and to make each Loan subsequent thereto and to issue each Letter of Credit shall be subject to the fulfillment (to the satisfaction of the Bank) of the conditions set forth in Section 4.1 and the following additional conditions precedent:

(a) Borrowing Notice.

With respect to each Loan, the Bank shall have received a Borrowing Notice in accordance with Section 2.3 hereof. With respect to each Letter of Credit, the Bank shall have received an Application duly executed by the Borrowers.

(b) Notes.

With respect to each Loan, the Bank shall have received a Note in the principal amount of the requested Loan, executed by a duly authorized officer of each Borrower.

(c) Certificate.

The Bank shall have received a certificate dated the date of such of Loan or Letter of Credit and effective as of such date, certifying that (i) no Default or Event of Default under this Agreement exists on the date of such Loan or Letter of Credit or would exist after giving effect to the requested Loan or Letter of Credit and (ii) the representations and warranties contained in Article 3 hereof are true and with the same effect as though such representations and warranties were made on the date of such Loan or Letter of Credit, except for changes in the ordinary course of business none of which, either singly or in the aggregate, have had a Material Adverse Effect on the Borrowers and except that representations and warranties made as of a specified date shall continue to be true as of such date.

(d) Other Information.

The Bank shall have received such other documentation and assurances as shall be reasonably required by it in connection with such Loan and/or Letter of Credit.

2.15 Article 5 (Affirmative Covenants) of the Credit Agreement is amended by restating the introductory paragraph thereof to read in its entirety as follows:

The Borrowers hereby agree that, so long as any Note remains outstanding and unpaid, any Letter of Credit Obligation remains outstanding or any other amount is owing to the Bank hereunder the Borrowers shall:

2.16 Section 5.1 (Financial Information; Compliance Certificates and Reporting Generally) of the Credit Agreement is amended by restating Sections 5.1(a) and 5.1(b) thereof to read in their entirety as follows:

(a) Maintain a standard system of accounting in accordance with GAAP and:

(i) (A) Not later than 90 days after the close of each fiscal year of The ONE Group Hospitality, furnish to the Bank the balance sheet and related statement of income, members' equity and cash flows of The ONE Group Hospitality and its Subsidiaries, all on a consolidating basis, as of the end of and for the immediately preceding year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail prepared in accordance with GAAP applied on a basis consistently maintained throughout the periods involved and audited by Grant Thornton LLP or another firm of independent certified public accountants reasonably satisfactory to the Bank (without qualification or exception as to the scope of such audit); provided, however, the Borrowers may satisfy their obligation to deliver the financial statements described in this Section 5.1(a)(i) by furnishing to the Bank a copy of The ONE Group Hospitality's annual report on Form 10-K in respect of such fiscal year together with the financial statements required to be attached thereto, provided The ONE Group Hospitality is required to file such annual report on Form 10-K with the Securities and Exchange Commission and such filing is actually made; and (B) not later than 90 days after the close of each fiscal year, furnish to the Bank the consolidating balance sheets and related consolidating statements of income, members' equity and cash flows of the Borrowers as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail all certified by the President or chief financial officer of each Borrower as presenting fairly in all material respects the consolidating financial condition and results of operations of the Borrowers in accordance with GAAP consistently applied, subject to normal year-end adjustments and the absence of footnotes;

(ii) (A) within 45 days after the close of each fiscal quarter of each fiscal year of The ONE Group Hospitality, furnish to the Bank the consolidating balance sheet and related consolidating statement of income, members' equity and cash flows of The ONE Group Hospitality and its Subsidiaries, in each case, for such quarter and for the period of the fiscal year ended as of the close of the particular fiscal quarter, all certified by the President or chief financial officer of The ONE Group Hospitality as presenting fairly in all material respects the consolidating financial condition and results of operations of The ONE Group Hospitality and its Subsidiaries in accordance with GAAP consistently applied, subject to normal year-end adjustments and the absence of footnotes; provided, however, the Borrowers may satisfy their obligation to deliver the financial statements described in this Section 5.1(a)(ii) by furnishing to the Bank a copy of The ONE Group Hospitality's quarterly report on Form 10-Q in respect of such fiscal quarter together with the financial statements required to be attached thereto, provided The ONE Group Hospitality is required to file such annual report on Form 10-Q with the Securities and Exchange Commission and such filing is actually made; and (B) within 45 days after the close of each fiscal quarter of each fiscal year, furnish to the Bank the consolidating balance sheets and related consolidating statements of income, members' equity and cash flows of the Borrowers, in each case, for such quarter and for the period of the fiscal year ended as of the close of the particular fiscal quarter, all certified by the President or chief financial officer of each Borrower as presenting fairly in all material respects the consolidating financial condition and results of operations of the Borrowers in accordance with GAAP consistently applied, subject to normal year-end adjustments and the absence of footnotes; all of the foregoing to be at the expense of the Borrowers.

(iii) The Borrowers shall also with reasonable promptness furnish such other data as may be reasonably requested by the Bank and shall upon reasonable advance written notice at all reasonable times permit the Bank by or through any of its officers, agents, employees, attorneys or accountants to review and otherwise inspect (at the Borrower's office) and make extracts from, the Borrowers' books and records in connection with or otherwise related to the credit extended by the Bank pursuant to this Agreement.

(b) At the same time as it delivers the quarterly financial statements required pursuant to Section 5.1(a) hereof, deliver a Compliance Certificate and at the same time as it delivers such annual financial statements, a certificate of such accountants addressed to The ONE Group Hospitality and the Bank with respect to such annual financial statements in the form previously delivered to and approved by the Bank.

2.17 Section 5.6 (Financial Covenants) of the Credit Agreement is hereby restated to read in its entirety as follows:

Section 5.6 Financial Covenants.

(a) Maintain as of the last day of each fiscal quarter of The ONE Group Hospitality, Adjusted Tangible Net Worth of not less than \$14,500,000 in the aggregate with respect to The ONE Group Hospitality and its Subsidiaries that are Borrowers on a consolidated basis.

(b) Have or maintain a Debt Service Coverage Ratio of not less than 1.25 to 1.00, measured at the end of each calendar quarter for the immediately preceding four calendar quarters ending on such date of determination.

2.18 Article 6 (Negative Covenants) of the Credit Agreement is amended by restating the introductory paragraph thereof to read in its entirety as follows:

Each Borrower hereby agrees that so long as any Note remains outstanding and unpaid, or any Letter of Credit Obligation remains outstanding or any other amount is owing to the Bank hereunder, it shall not:

2.19 Article 7 (Events of Default) of the Credit Agreement is hereby amended by restating the last full paragraph thereof to read in its entirety as follows:

then, and in any such event, any or all of the following actions shall be taken: (i) in the case of any of the events specified in subsection (f) or (g) of this Article 7, the Commitment shall immediately terminate and the Bank shall have no obligation to make any additional Loans or issue any additional Letters of Credit hereunder and the then outstanding Loans hereunder (and all accrued interest thereon), the Reimbursement Obligations and all other amounts owing under the Loan Documents and the Notes shall immediately become due and payable, and the Bank may exercise any and all remedies and other rights provided in the Loan Documents, and (ii) in the case of any other event specified in this Article 7, the Bank may, (x) by notice of default to the Borrowers, (1) declare the Commitment to be immediately terminated, whereupon the Bank shall have no obligation to make any additional Loans or issue any additional Letters of Credit hereunder, (2) declare the Loans, all accrued and unpaid interest thereon, the Reimbursement Obligations and all other amounts owing under any Loan Documents to be due and payable, whereupon the same shall immediately become due and payable, and (y) and (ii) exercise any and all remedies and other rights provided in the Loan Documents. Except as expressly provided above in this Article 7, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

3. Amendments to other Loan Documents.

3.1 Notes. Each of Note No. 1, dated October 31, 2011, in the principal amount of \$1,250,000, executed by the Existing Borrowers in favor of the Bank and the other Notes set forth on Schedule II attached hereto is hereby amended, to the extent necessary, to provide that the term "Borrowers" as used therein includes each of the New Borrowers.

3.2 Pledge Agreement – Subsidiary Borrowers. The Pledge Agreement – Subsidiary Borrowers is hereby amended (i) to provide that the terms "Borrower" and "Borrowers" as used therein includes each of the New Domestic Borrowers (ii) by deleting in its entirety Schedule I thereto and substituting therefor Schedule I to this Amendment.

4. Acknowledgments and Confirmations.

4.1 Pledge Agreement – Subsidiary Borrowers. The ONE Group hereby:

(a) confirms, acknowledges and agrees that (i) term "Borrowers" as used in the Pledge Agreement – Subsidiary Borrowers, as amended by this Amendment includes each of the New Domestic Borrowers, (ii) the term "Obligations" as used in the Pledge Agreement – Subsidiary Borrowers, as amended by this Amendment (or any other term or terms used therein to describe or refer to the indebtedness, liabilities and obligations of (A) the Borrowers (including the New Borrowers) and/or (B) the Guarantor, in either case, under the Credit Agreement and the other Loan Documents to the Bank) includes, without limitation, the indebtedness, liabilities and obligations of the Borrowers (including the New Borrowers) under the Credit Agreement and the other Loan Documents, as amended hereby or otherwise, and (iii) the Pledge Agreement – Subsidiary Borrowers, as amended hereby, remains in full force and effect and is hereby ratified and confirmed; and

(b) reaffirms its continuing liability under the Pledge Agreement – Subsidiary Borrowers.

4.1 Guarantee Agreement and Parent Pledge Agreement. The ONE Group Hospitality, Inc., a Delaware corporation, formerly known as Committed Capital Acquisition Corporation (the "Guarantor") hereby:

(a) consents to the execution of this Amendment;

(b) (i) confirms, acknowledges and agrees that the term "Obligations" as used in the Pledge Agreement – [THE ONE GROUP, LLC / COMMITTED CAPITAL ACQUISITION CORPORATION] , dated as of October 25, 2013, made by the Guarantor in favor of the Bank (the "Parent Pledge Agreement") (or any other term or terms used therein to describe or refer to the indebtedness, liabilities and obligations of the Borrowers under the Credit Agreement and the other Loan Documents to the Bank) includes, without limitation, the indebtedness, liabilities and obligations of the Borrowers under the Credit Agreement and the other Loan Documents, as amended hereby or otherwise, (ii) confirms, acknowledges and agrees that the Parent Pledge Agreement remains in full force and effect and is hereby ratified and confirmed, and (iii) reaffirms its continuing liability under the Parent Pledge; and

(c) (i) confirms, acknowledges and agrees that the term "Obligations" as used in the Guarantee Agreement, dated as of October 25, 2013, made by the Guarantor in favor of the Bank (the "Guarantee Agreement") (or any other term or terms used therein to describe or refer to the indebtedness, liabilities and obligations of the Borrowers under the Credit Agreement and the other Loan Documents to the Bank) includes, without limitation, the indebtedness, liabilities and obligations of the Borrowers under the Credit Agreement and the other Loan Documents, as amended hereby or otherwise, (iii) confirms, acknowledges and agrees that the Guarantee Agreement remains in full force and effect and is hereby ratified and confirmed, and (iv) reaffirms its continuing liability under the Guarantee Agreement.

5. Representations and Warranties. To induce the Bank to enter into this Amendment, each of the Existing Borrowers and the New Borrowers hereby represents and warrants to the Bank as follows:

5.1 Immediately after giving effect to this Amendment (i) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties refer to or relate to an earlier date, in which case they are true and correct as of such date), and (ii) no Event of Default has occurred and is continuing;

5.2 (i) The execution, delivery and performance by each of the Existing Borrowers and the New Borrowers of this Amendment and, with respect to the Domestic Borrowers, the Amended and Restated Security Agreement (referred to below) are within its corporate or limited liability company powers and have been duly authorized by all necessary corporate or limited liability company action, (ii) this Amendment and, with respect to the Domestic Borrowers, the Amended and Restated Security Agreement is the legal, valid and binding obligation of such Borrowers enforceable against each of them in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and (iii) this Amendment and the Amended and Restated Security Agreement and the execution, delivery and performance thereof by each of the Borrowers party thereto does not: (A) contravene the terms of any of the organizational documents of the such Borrowers; (B) conflict with or would cause any breach or contravention of, or the creation of any Lien (other than Liens permitted under the Loan Documents) under, any document evidencing any contractual obligation to which any of the such Borrowers is a party, or any order, injunction, writ or decree currently in effect to which it or its respective property is subject; or (C) violate, in any material respect, any requirement of law applicable thereto.

6. Conditions Precedent to Effectiveness.

This Amendment, the addition of the New Borrowers as "Borrowers" and "Subsidiary Borrowers" as provided in Section 1 hereof and the amendments contained in Section 2 and Section 3 hereof shall become effective on the date (the "Amendment No. 4 Effective Date") that the following conditions precedent shall have been fulfilled:

6.1 Amendment No. 4. The Bank shall have received this Amendment, executed by a duly authorized officer or officers of the Existing Borrowers and the New Borrowers and confirmed by the Guarantor.

6.2 Amended and Restated Security Agreement. The Bank shall have received a Second Amended and Restated Security Agreement in the form of Exhibit B hereto (the "Amended and Restated Security Agreement"), executed by a duly authorized officer or officers of the Domestic Borrowers, together with the following: (i) instruments constituting Collateral, if any, duly indorsed in blank by a duly authorized officer of each applicable Borrower; (ii) all instruments and other documents, including Uniform Commercial Code financing statements, required by law or reasonably requested by the Bank to be filed, registered or recorded to create or perfect the Liens intended to be created under the Amended and Restated Security Agreement; and (iii) such other documents as the Bank may reasonably require in connection with the perfection of its security interests in the Collateral.

6.3 Letter of Credit Agreement. The Bank shall have received a Letter of Credit Agreement, executed by a duly authorized officer or officers of the Borrowers.

6.4 Cash Collateral Agreement. The Bank shall have received a Cash Collateral Agreement, executed by a duly authorized officer or officers of the Borrowers

6.5 Amendment Fee. The Bank shall have received a non-refundable amendment fee in the aggregate amount of \$20,500.

6.6 New Borrowers. With respect to the addition of the New Borrowers as Borrowers, the Bank shall have received:

(a) (a) A certificate, dated the Amendment No. 1 Effective Date, of the chief financial officer or other analogous counterpart of each New Borrower: (i) attaching a true and complete copy of the resolutions of its Managing Person and of all documents evidencing all necessary limited liability company action (in form and substance satisfactory to the Bank) taken by it to authorize the Loan Documents to which it is a party and the transactions contemplated thereby, (ii) attaching a true and complete copy of its certificate of formation and operating agreement, (iii) attaching a certificate of good standing of the secretary of state of its organization or formation, issued not more than 30 days prior to the Amendment No. 4 Effective Date, and (iv) setting forth the incumbency of its officer or officers (or the equivalent) who may sign the Loan Documents to which it is a party, including therein a signature specimen of such officer or officers (or equivalent)¹.

(b) The Bank shall have received certificates of insurance or other evidence reasonably satisfactory to the Bank that the insurance required by Section 5.2(f)(i) with respect to the New Borrowers has been obtained and is in effect.

(c) The Bank shall have received Uniform Commercial Code financing statements (or amendments), required by law or reasonably requested by the Bank to be filed, registered or recorded to create or perfect the Liens intended to be created under the Pledge Agreement – Subsidiary Borrowers, as amended by this Amendment.

¹ Revise as necessary for UK Borrowers

(d) The Bank shall have received Uniform Commercial Code, tax and judgment lien search reports with respect to each applicable public office where Liens are or may be filed disclosing that there are no outstanding Liens of record as of the Amendment No. 4 Effective Date in such official's office covering any New Borrower as debtor thereunder or any Collateral attributable to such New Borrower (in any case, other than Liens permitted to exist pursuant to Section 6.1 of the Credit Agreement).

6.7 Certificates of Existing Borrowers. The Bank shall have received:

(a) a certificate of the chief financial officer or other analogous counterpart of each Existing Borrower: (i) attaching a true and complete copy of the resolutions of its Managing Person and of all documents evidencing all necessary limited liability company action (in form and substance satisfactory to the Bank) taken by it to authorize this Amendment, the Amended and Restated Security Agreement and the transactions contemplated hereby and thereby, (ii) certifying that its certificate of formation and operating agreement have not been amended since October 31, 2011, or, if so, setting forth the same, and (iii) setting forth the incumbency of its officer or officers who may sign this this Amendment and the Amended and Restated Security Agreement, including therein a signature specimen of such officer or officers; and

(b) a certificate of good standing of the secretary of state of the state of organization or formation of each Existing Borrower, issued not more than 30 days prior to the Amendment No. 4 Effective Date.

6.8 Legal Opinions. Counsel to the Existing Borrowers, the New Domestic Borrowers and the Guarantor shall have delivered its opinion to, and in form and substance reasonably satisfactory to, the Bank. Counsel to the New Borrowers that are UK Borrowers shall have delivered its opinion to, and in form and substance reasonably satisfactory to, the Bank.

6.9 USA Patriot Act. With respect to the New Borrowers, the Bank shall have received, to the extent requested, all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

7. Reference to and Effect upon the Credit Agreement.

7.1 Effect. Except as specifically amended hereby, the Credit Agreement and the other Loan Documents shall remain in full force and effect in accordance with their terms and are hereby ratified and confirmed.

7.2 No Waiver; References. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Bank under the Credit Agreement, or constitute a waiver of any provision of the Credit Agreement, except as specifically set forth herein. Upon the effectiveness of this Amendment, each reference in:

(a) the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of similar import shall mean and be a reference to the Credit Agreement as amended hereby;

(b) the other Loan Documents to the term "the Credit Agreement" shall mean and be a reference to the Credit Agreement as amended hereby;

(c) the Loan Documents to the (i) terms "Borrower" and "Borrowers" shall include each of the New Borrowers, (ii) term Security Agreement shall mean and be a reference to the Amended and Restated Security Agreement, (iii) term Pledge Agreement – Subsidiary Borrowers shall mean and be a reference to the Pledge Agreement – Subsidiary Borrowers as amended hereby, (iv) Notes shall mean and be a reference to the Notes as amended hereby, and (v) term "the Loan Documents" shall be deemed to include this Amendment;

(d) Committed Capital Acquisition Corporation shall mean and be a reference to The ONE Group Hospitality, Inc.

8. Prior Agreement. The Credit Agreement and the other Loan Documents shall each be deemed amended and supplemented hereby to the extent necessary, if any, to give effect to the provisions of this Amendment. The Loan Documents are hereby ratified and reaffirmed and shall remain in full force and effect. This Amendment is not a novation and the terms and conditions of this Amendment shall be in addition to, and supplemental to, all terms and conditions set forth in the Loan Documents. In the event of any conflict or inconsistency between this Amendment and the terms of such documents, the terms of this Amendment shall be controlling, but such document shall not otherwise be affected or the rights therein impaired. Except as specifically set forth herein, the execution, delivery and effectiveness of this Amendment shall not (a) operate as a waiver of any existing or future Default or Event of Default, whether known or unknown or any right, power or remedy of the Bank or the Bank under the Credit Agreement, or (b) constitute a waiver or amendment of any provision of the Credit Agreement.

9. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

10. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of New York.

[Signature pages follow]

BANKUNITED, N.A., as successor by merger to Herald National Bank

By: /s/ Thomas F. Pergola
Name: Thomas F. Pergola
Title: Senior Vice President

THE ONE GROUP, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

ONE 29 PARK MANAGEMENT, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK-LAS VEGAS, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK ATLANTA, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

CA ALDWYCH LIMITED

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

HIP HOSPITALITY LIMITED

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

Signatures Continued on Following Page

Signature Page to The ONE Group Amendmet No. 4 and Addendum to Credit Agreement

STK CHICAGO LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK-LA, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIAMI, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIAMI SERVICE, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIDTOWN HOLDINGS, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIDTOWN, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK ORLANDO LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

Signatures Continued on Following Page

Signature Page to The ONE Group Amendment No. 4 and Addendum to Credit Agreement

T.O.G. (ALDWYCH) LIMITED

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

T.O.G. (UK) LIMITED

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

TOG BISCAYNE, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

WSATOG (MIAMI) LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

Signatures Continued on Following Page

Signature Page to The ONE Group Amendment No. 4 and Addendum to Credit Agreement

AGREED TO AND CONFIRMED:

THE ONE GROUP HOSPITALITY, INC.

By: /s/ Samuel Goldfinger

Name: Samuel Goldfinger

Title: Chief Financial Officer

Signature Page to The ONE Group Amendment No. 4 and Addendum to Credit Agreement

EXHIBIT A

FORM OF NOTE

\$ _____

_____, 201_
New York, New York

FOR VALUE RECEIVED, the undersigned, **THE ONE GROUP, LLC**, a Delaware limited liability company, **ONE 29 PARK MANAGEMENT, LLC**, a New York limited liability company, **STK-LAS VEGAS, LLC**, a Nevada limited liability company, **STK ATLANTA, LLC**, a Georgia limited liability company, **CA ALDWYCH LIMITED**, a private limited company organized under the laws of the United Kingdom, **HIP HOSPITALITY LIMITED**, a private limited company organized under the laws of the United Kingdom, **STK CHICAGO LLC**, an Illinois limited liability company, **STK-LA, LLC**, a New York limited liability company, **STK MIAMI, LLC**, a Florida limited liability company, **STK MIAMI SERVICE, LLC**, a Florida limited liability company, **STK MIDTOWN HOLDINGS, LLC**, a New York limited liability company, **STK MIDTOWN, LLC**, a New York limited liability company, **STK ORLANDO LLC**, a Florida limited liability company, **T.O.G. (ALDWYCH) LIMITED**, a private limited company organized under the laws of the United Kingdom, **T.O.G. (UK) LIMITED**, a private limited company organized under the laws of the United Kingdom, **TOG BISCAYNE, LLC**, a Florida limited liability company, and **WSATOG (MIAMI) LLC**, a Delaware limited liability company (each hereinafter referred to individually as a "Borrower", and collectively, as the "Borrowers"), hereby jointly and severally promise to pay to the order of **BANKUNITED, N.A.**, as successor by merger to Herald National Bank (the "Bank") _____ **DOLLARS (\$ _____)** or if less, the unpaid principal amount of the Loan made by the Bank to the Borrowers on the date hereof, in the amounts and at the times set forth in the Credit Agreement, dated as of October 31, 2011 (as amended and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers and the Bank, and to pay interest from the date of the making of such Loan on the principal balance of such Loan from time to time outstanding at the rate or rates and at the times set forth in the Credit Agreement, in each case at the office of the Bank located at 58 South Service Road, Suite 120, Melville, New York 11747, or at such other place or other manner as the Bank may designate in writing from time to time, in lawful money of the United States of America in immediately available funds. Terms defined in the Credit Agreement are used herein with the same meanings.

The Loan evidenced by this Note is prepayable in the amounts, and under the circumstances, and their respective maturities are subject to acceleration upon the terms, set forth in the Credit Agreement. This Note is subject to, and should be construed in accordance with, the provisions of the Credit Agreement and is entitled to the benefits and security set forth in the Loan Documents.

The Bank is hereby authorized to record on the schedule annexed hereto, and any continuation sheets which the Bank may attach hereto, (a) the date of the Loan made by the Bank, (b) the amount thereof, and (c) each payment or prepayment of the principal of, each such Loan. No failure to so record or any error in so recording shall affect the obligation of the Borrowers to repay the Loans, together with interest thereon, as provided in the Credit Agreement, and the outstanding principal balance of the Loan as set forth in such schedule shall be presumed to be correct absent manifest error.

Except as specifically otherwise provided in the Credit Agreement, each Borrower hereby waives presentment, demand, notice of dishonor, protest, notice of protest and all other demands, protests and notices in connection with the execution, delivery, performance, collection and enforcement of this Note.

This Note may only be amended by an instrument in writing executed pursuant to the provisions of Section 8.2 of the Credit Agreement.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

THE ONE GROUP, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

ONE 29 PARK MANAGEMENT, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK-LAS VEGAS, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK ATLANTA, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

CA ALDWYCH LIMITED

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

HIP HOSPITALITY LIMITED

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK CHICAGO LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

Signatures Continued on Following Page

Signature Page to The ONE Group Note

STK-LA, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIAMI, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIAMI SERVICE, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIDTOWN HOLDINGS, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIDTOWN, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK ORLANDO LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

T.O.G. (ALDWYCH) LIMITED

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

T.O.G. (UK) LIMITED

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

Signatures Continued on Following Page

Signature Page to The ONE Group Note

TOG BISCAYNE, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

WSATOG (MIAMI) LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

Signature Page to The ONE Group Note

SCHEDULE TO NOTE

<u>Date</u>	<u>Amount of Loan</u>	<u>Amount of principal, paid or prepaid</u>	<u>Notation made by</u>
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Signature Page to The ONE Group Note

EXHIBIT B

FORM OF SECOND AMENDED AND RESTATED SECURITY AGREEMENT

SECOND AMENDED AND RESTATED SECURITY AGREEMENT, dated August 6, 2014, effective as of June 30, 2014 among **THE ONE GROUP, LLC**, a Delaware limited liability company, **ONE 29 PARK MANAGEMENT, LLC**, a New York limited liability company, **STK-LAS VEGAS, LLC**, a Nevada limited liability company, **STK ATLANTA, LLC**, a Georgia limited liability company (hereinafter referred to individually as an "Existing Borrower", and collectively, as the "Existing Borrowers"), **STK CHICAGO LLC**, an Illinois limited liability company, **STK-LA, LLC**, a New York limited liability company, **STK MIAMI, LLC**, a Florida limited liability company, **STK MIAMI SERVICE, LLC**, a Florida limited liability company, **STK MIDTOWN HOLDINGS, LLC**, a New York limited liability company, **STK MIDTOWN, LLC**, a New York limited liability company, **STK ORLANDO LLC**, a Florida limited liability company, **TOG BISCAYNE, LLC**, a Florida limited liability company, and **WSATOG (MIAMI) LLC**, a Delaware limited liability company (hereinafter referred to individually as a "New Subsidiary", and collectively, as the "New Subsidiaries"; the "Existing Borrowers and the New Subsidiaries are hereinafter sometimes referred to individually as a "Borrower", and collectively, as the "Borrowers") and **BANKUNITED, N.A.**, as successor by merger to Herald National Bank (the "Bank").

The Existing Borrowers and the Bank have heretofore entered into a Credit Agreement, dated as of October 31, 2011 (as heretofore amended from time to time, the "Existing Credit Agreement") and in connection therewith, the Existing Borrowers and the Bank entered into an Amended and Restated Security Agreement, dated as of January 24, 2013 (the "Existing Security Agreement").

The Existing Borrowers and the Bank have agreed to amend the Existing Credit Agreement to, inter alia, increase the Commitment thereunder (as defined therein) and add the New Subsidiaries and the UK Borrowers (as defined in the Credit Agreement referred to below) as Borrowers thereunder, pursuant to Amendment No. 4 to Credit Agreement, dated as of the date hereof, among the Existing Borrowers, the New Subsidiaries, the UK Borrowers and the Bank ("Amendment No. 4"; the Existing Credit Agreement as amended by Amendment No. 4 and as it may hereafter be further amended, supplemented, restated or otherwise modified from time to time, is hereinafter referred to as the "Credit Agreement").

It is a condition precedent to the Bank entering into Amendment No. 4 that the Borrowers execute and deliver this Agreement.

Accordingly, in consideration of the premises and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby amend and restate the Existing Security Agreement in its entirety as follows:

Section 1. Definitions

(a) Unless the context otherwise requires, capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

(b) As used herein, the following terms shall have the following meanings:

"Account Debtor": as defined in the NYUCC.

"Accounts": as defined in the NYUCC.

"Accounts Receivable": all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Chattel Paper": as defined in the NYUCC.

"Collateral": all personal property of the Borrowers of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, and all Proceeds and products thereof, including, without limitation, all (i) Accounts Receivable, (ii) Equipment, (iii) General Intangibles, (iv) Inventory, (v) Instruments, (vi) Pledged Debt, (vii) Pledged Equity, (viii) Documents, (ix) Chattel Paper (whether tangible or electronic), (x) Deposit Accounts, (xi) Letter of Credit Rights (whether or not the letter of credit is evidenced in writing), (xii) Commercial Tort Claims, (xiii) Intellectual Property, (xiv) Supporting Obligations, (xv) any other contract rights or rights to the payment of money, (xvi) insurance claims and proceeds, (xvii) tort claims and (xviii) unless otherwise agreed upon in writing by the Borrowers and the Bank, other property owned or held by or on behalf of the Borrowers that may be delivered to and held by the Bank pursuant to the terms hereof. Notwithstanding anything to the contrary in any Loan Document, for purposes hereof, the term "Collateral" shall not include any right under any General Intangible if the granting of a security interest therein or an assignment thereof would violate any enforceable provision of such General Intangible.

"Commercial Tort Claims": as defined in the NYUCC.

"Copyright License": any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Borrower or which any Borrower otherwise has the right to license, or granting any right to any Borrower under any Copyright now or hereafter owned by any third party, and all rights of each Borrower under any such agreement.

"Copyrights": all of the following now owned or hereafter acquired by each Borrower: (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

"Deposit Accounts": as defined in the NYUCC.

"Documents": as defined in the NYUCC.

"Equipment": as defined in the NYUCC, and shall include, without limitation, all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Borrower.

"Equity Interests": with respect to (i) a corporation, the capital stock thereof, (ii) a partnership, any partnership interest therein, including all rights of a partner in such partnership, whether arising under the partnership agreement of such partnership or otherwise, (iii) a limited liability company, any membership interest therein, including all rights of a member of such limited liability company, whether arising under the limited liability company agreement of such limited liability company or otherwise, (iv) any other firm, association, trust, business enterprise or other entity that is similar to any other Person listed in clauses (i), (ii) and (iii), and this clause (iv), of this definition, any equity interest therein or any other interest therein that entitles the holder thereof to share in the net assets, revenue, income, earnings or losses thereof or to vote or otherwise participate in any election of one or more members of the managing body thereof and (v) all warrants and options in respect of any of the foregoing and all other securities that are convertible or exchangeable therefor.

"General Intangibles": as defined in the NYUCC, and shall include, without limitation, all corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, interest rate protection agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims, guarantees, claims, security interests or other security held by or granted to any Borrower to secure payment by an Account Debtor of any of the Accounts Receivable or payment by the relevant obligor of any of the Pledged Debt.

"Instruments": as defined in the NYUCC.

"Intellectual Property": all intellectual and similar property of each Borrower of every kind and nature now owned or hereafter acquired by such Borrower, including inventions, designs, patents, copyrights, trademarks, and registrations thereof, Patents, Copyrights, Trademarks, Licenses, trade secrets, confidential or proprietary technical and business information, customer lists, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory": as defined in the NYUCC, and shall include, without limitation, all goods of each Borrower, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Borrower under contracts of service, or consumed in any Borrower's business, including raw materials, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any such Borrower.

"Letter of Credit Rights": as defined in the NYUCC.

"License": any Patent License, Trademark License, Copyright License or other license or sublicense to which each Borrower is a party, including those listed on Schedule 4.

"NYUCC": the UCC as in effect from time to time in the State of New York.

"Obligations": (i) the due and punctual payment of (x) principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (y) all other monetary obligations, including reimbursement obligations, fees, commissions, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of each Borrower, the Guarantor or any other guarantor under the Credit Agreement and the other Loan Documents, or that are otherwise payable under the Credit Agreement or any other Loan Document, and (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of each Borrower, the Guarantor or any other guarantor under or pursuant to the Credit Agreement and the other Loan Documents.

"Patent License": any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Borrower or which any Borrower otherwise has the right to license, is in existence, or granting to any Borrower any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of each Borrower under any such agreement.

"Patents": all of the following now owned or hereafter acquired by each Borrower: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule 4, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use or sell the inventions disclosed or claimed therein.

"Pledged Debt": all right, title and interest of each Borrower to the payment of any loan, advance or other debt of every kind and nature (other than Accounts Receivable and General Intangibles), whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, other than intercompany debt among the Borrower incurred for cash management purposes in the ordinary course of business.

"Pledged Equity": with respect to each Borrower, all right, title and interest of such Borrower in all Equity Interests of any now existing or hereafter acquired or organized wholly owned Subsidiary, whether now or hereafter acquired or arising in the future (other than STK-LA, LLC).

"Pledged Securities": the Pledged Debt, the Pledged Equity and all notes, chattel paper, instruments, certificates, files, records, ledger sheets and documents covering, evidencing, representing or relating to any of the foregoing, in each case whether now existing or owned or hereafter arising or acquired.

"Proceeds": as defined in the NYUCC, and shall include, without limitation, any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, including (i) any claim of any Borrower against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) past, present or future infringement or dilution of any Intellectual Property now or hereafter owned by any Borrower, or licensed under any license, (ii) subject to Section 6, all rights and privileges with respect to, and all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, any of the Pledged Securities and (iii) any and all other amounts from time to time paid or payable under or in connection with the Collateral.

"Security Interest": as defined in Section 2(a).

"Supporting Obligations": as defined in the NYUCC.

"Trademark License": any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Borrower or which any Borrower otherwise has the right to license, or granting to any Borrower any right to use any Trademark now or hereafter owned by any third party, and all rights of each Borrower under any such agreement.

"Trademarks": all of the following now owned or hereafter acquired by any Borrower: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 4, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"UCC": with respect to any jurisdiction, the Uniform Commercial Code as from time to time in effect in such jurisdiction.

(c) The principles of construction specified in Section 1.2 of the Credit Agreement shall be applicable to this Security Agreement.

Section 2. Grant of Security Interest; No Assumption of Liability

(a) As security for the payment or performance, as applicable, when due, in full of the Obligations, each Borrower hereby bargains, sells, conveys, assigns, sets over, pledges, hypothecates and transfers to the Bank, and hereby grants to the Bank, a security interest in, all of the right, title and interest of such Borrower in, to and under the Collateral (the "Security Interest"). Without limiting the foregoing, the Bank is hereby authorized to file one or more financing statements, continuation statements, recordation filings or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by any Borrower, without the signature of such Borrower, and naming such Borrower as debtor and the Bank as secured party.

(b) The Security Interest is granted as security only and shall not subject the Bank to, or in any way alter or modify, any obligation or liability of any Borrower with respect to or arising out of the Collateral.

Section 3. Delivery of the Collateral

Each Borrower shall promptly deliver or cause to be delivered to the Bank any and all notes, chattel paper, instruments, certificates, files, records, ledger sheets and documents covering, evidencing, representing or relating to any of the Pledged Securities, or any other amount that becomes payable under or in connection with any Collateral, owned or held by or on behalf of such Borrower, in each case accompanied by (i) in the case of any notes, chattel paper, instruments or stock certificates, stock powers duly executed in blank or other instruments of transfer satisfactory to the Bank and such other instruments and documents as the Bank may reasonably request and (ii) in all other cases, proper instruments of assignment duly executed by such Borrower and such other instruments or documents as the Bank may reasonably request. Each Borrower will cause any Pledged Debt owed or owing to such Borrower by any Person to be evidenced by a duly executed promissory note that is pledged and delivered to the Bank pursuant to the terms hereof. Upon any Event of Default, each Borrower shall cause each issuer of Pledged Equity that constitutes uncertificated securities to (i) register transfer of each item of such Pledged Equity in the name of the Bank and (ii) deliver to the Bank by telecopy a certified copy of the then current register of equity-holders in such issuer, with such transfer and any other pledges of equity duly noted.

Section 4. Representations and Warranties

Each Borrower represents and warrants to the Bank that:

(a) Each Borrower has good and valid rights in and title to the Collateral and has full power and authority to grant to the Bank the Security Interest in the Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Security Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

(b) Schedule 1 sets forth (i) all locations where such Borrower maintains any books or records relating to any Accounts Receivable or Pledged Debt (with each location at which chattel paper, if any, is kept being indicated by an "*"), (ii) all other material places of business of such Borrower and all other locations where such Borrower maintains any Collateral and (iii) the names and addresses of all persons other than the Borrowers that have possession of any of its Collateral.

(c) The Security Interest constitutes: (i) a legal and valid Lien on and security interest in all of the Collateral securing the payment and performance of the Obligations; (ii) subject to (A) filing Uniform Commercial Code financing statements, or other appropriate filings, recordings or registrations containing a description of the Collateral owned or held by or on behalf of any Borrower (including, without limitation, a counterpart or copy of this Security Agreement) in each applicable governmental, municipal or other office, (B) the delivery to the Bank of any instruments or certificated securities included in such Collateral and (C) the execution and delivery of an agreement among any Borrower, the Bank and the depository bank with respect to each Deposit Account not maintained at the Bank pursuant to which the depository bank agrees to accept instructions directing the disposition of funds in such Deposit Account from the Bank, a perfected security interest in such Collateral to the extent that a security interest may be perfected by filing, recording or registering a financing statement or analogous document, or by the Bank's taking possession of such instruments or certificated securities included in such Collateral or by the Bank's obtaining control of such Deposit Accounts, in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC or other applicable law in such jurisdictions; and (iii) subject to the receipt and recording of this Agreement or other appropriate instruments or certificates with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, a security interest that shall be perfected in all Collateral consisting of Intellectual Property in which a security interest may be perfected by a filing or recordation with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

(d) The Security Interest is and shall be prior to any other Lien on any of the Collateral owned or held by or on behalf of each Borrower other than Liens expressly permitted pursuant to the Loan Documents. The Collateral owned or held by or on behalf of each Borrower is so owned or held by it free and clear of any Lien, except for Liens granted pursuant to this Security Agreement and other Liens expressly permitted pursuant to the Loan Documents.

(e) With respect to each Account Receivable: (i) no transaction giving rise to such Account Receivable violated or will violate any Requirement of Law, the violation of which could reasonably be expected to have a Material Adverse Effect, (ii) no such Account Receivable is subject to terms prohibiting the assignment thereof or requiring notice or consent to such assignment, except for notices and consents that have been obtained and (iii) each such Account Receivable represents a bona fide transaction which requires no further act on any Borrower's part to make such Account Receivable payable by the account debtor with respect thereto, and, to each Borrower's knowledge, no such Account Receivable is subject to any offsets or deductions and no such Account Receivable represents any consignment sales, guaranteed sale, sale or return or other similar understanding or any obligation of any Affiliate of any Borrower.

(f) With respect to all Inventory: (i) such Inventory is located on the premises set forth on Schedule 1 hereto, or is Inventory in transit for sale in the ordinary course of business, (ii) such Inventory was not produced in violation of the Fair Labor Standards Act or subject to the "hot goods" provisions contained in Title 29 U.S.C. §215, (iii) no such Inventory is subject to any Lien other than Liens permitted by Section 6.1 of the Credit Agreement, (iv) except as permitted hereby or by the Credit Agreement, and except for Inventory located at the locations set forth on Part C of Schedule 1, no such Inventory is on consignment or is now stored or shall be stored any time after the Effective Date with a bailee, warehouseman or similar Person, unless the Borrowers have delivered to the Bank landlord waivers, non-disturbance or similar agreements (each in form and substance satisfactory to the Bank) executed by such bailee, warehouseman or similar Person and (v) such Inventory has been acquired by a Borrower in the ordinary course of business

(g) Attached hereto as Schedule 2 is a true and correct list of all of the Pledged Equity owned or held by or on behalf of each Borrower, in each case setting forth the name of the issuer of such Pledged Equity, the number of any certificate evidencing such Pledged Equity, the registered owner of such Equity Interest, the number and class of such Pledged Equity and the percentage of the issued and outstanding Equity Interests of such class represented by such Pledged Equity. The Pledged Equity has been duly authorized and validly issued and is fully paid and nonassessable, and is free and clear of all Liens other than Liens granted pursuant to this Security Agreement and other Liens expressly permitted by the Loan Documents.

(h) Attached hereto as Schedule 3 is a true and correct list of (i) all of the Pledged Debt owned by or on behalf of each Borrower, in each case setting forth the name of the party from whom such Pledged Debt is owed or owing, the principal amount thereof, the date of incurrence thereof and the maturity date, if any, with respect thereto and (ii) all unpaid intercompany transfers of goods sold and delivered, or services rendered, by or to each Borrower. All Pledged Debt owed or owing to any Borrower will be on and as of the date hereof evidenced by one or more promissory notes pledged to the Bank under the Security Agreement.

(i) Attached hereto as Schedule 4 is a true and correct list of Intellectual Property owned by or on behalf of each Borrower, in each case identifying each Copyright, Copyright License, Patent, Patent License, Trademark and Trademark License in sufficient detail and setting forth with respect to each such Copyright, Copyright License, Patent, Patent License, Trademark and Trademark License, the registration number, the date of registration, the jurisdiction of registration and the date of expiration thereof.

Section 5. Covenants

(a) Each Borrower shall provide the Bank with not less than 10 Business Days prior written notice of any change (i) in its legal name, (ii) in its jurisdiction of organization or formation, (iii) in the location of its chief executive office or principal place of business, (iv) in its identity or legal or organizational structure or (v) in its organization identification number or its Federal Taxpayer Identification Number. No Borrower shall effect or permit any change referred to in the preceding sentence unless all filings have been made under the UCC or otherwise that are required in order for the Bank to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral (subject only to Liens expressly permitted to be prior to the Security Interest pursuant to the Loan Documents). Each Borrower shall promptly notify the Bank if any material portion of the Collateral owned or held by or on behalf of each Borrower is damaged or destroyed.

(b) Each Borrower shall maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned or held by it or on its behalf as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which it is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of such Collateral, and, at such time or times as the Bank may reasonably request, promptly to prepare and deliver to the Bank copies of such records duly certified by an officer of such Borrower.

(c) From time to time at the reasonable request of the Bank, the Borrowers shall deliver to the Bank a certificate executed by the chief executive officer, the president, the chief operating officer or the chief financial officer of such Borrower, (i) setting forth (A) a list of all Subsidiaries of each Borrower and the capitalization of each such Subsidiary, (B) any name change of any Borrower since the date hereof or the date of the most recent certificate delivered pursuant to this paragraph, (C) any mergers or acquisitions in or to which any Borrower was a party since the date hereof or the date of the most recent certificate delivered pursuant to this paragraph, (D) the locations of all Collateral and (E) a list of all Intellectual Property owned by or on behalf of each Borrower, or in each case confirming that there has been no change in the information described in the foregoing clauses of this clause (c) since the date hereof or the date of the most recent certificate delivered pursuant to this paragraph and (ii) certifying that the Borrowers are in compliance with all of the terms of this Security Agreement.

(d) Each Borrower shall, at its own cost and expense, take any and all commercially reasonable actions reasonably necessary to defend title to the Collateral owned or held by it or on its behalf against all persons and to defend the Security Interest of the Bank in such Collateral and the priority thereof against any Lien not expressly permitted pursuant to the Loan Documents.

(e) Each Borrower shall, at its own expense, execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Bank may from time to time reasonably request to preserve, protect and perfect the Security Interest granted by it and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with its execution and delivery of this Security Agreement, the granting by it of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith.

(f) The Bank and such persons as the Bank may reasonably designate shall have the right, at the reasonable cost and expense of the Borrowers, and upon reasonable prior written notice, at reasonable times and during normal business hours, to inspect all of its records (and to make extracts and copies from such records) at the Borrowers' chief executive office, to discuss its affairs with its officers and independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral.

(g) Each Borrower shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and the Borrowers shall indemnify and hold harmless the Bank from and against any and all liability for such performance.

(h) No Borrower shall make or permit to be made an assignment, pledge or hypothecation of the Collateral owned or held by it or on its behalf, nor grant any other Lien in respect of such Collateral, except as expressly permitted by the Loan Documents. Except for the Security Interest or a transfer permitted by the Loan Documents, no Borrower shall make or permit to be made any transfer of such Collateral, and each Borrower shall remain at all times in possession of such Collateral and shall remain the direct owner, beneficially and of record, of the Pledged Equity included in such Collateral, except that prior to the occurrence of an Event of Default, any Borrower may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Security Agreement, the Credit Agreement or any other Loan Document.

(i) The Borrowers, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.2(f) of the Credit Agreement, which insurance shall be against all risks customarily insured against by similar businesses operating in similar markets. All policies covering such insurance (i) shall contain a standard loss payable clause and shall, in the case of casualty coverage, name the Bank as loss payee up to the amount outstanding on any Loans in respect of each claim relating to the Collateral and resulting in a payment thereunder and (ii) shall be indorsed to provide, in respect of the interests of the Bank, that (A) in the case of liability coverage, the Bank shall be an additional insured, (B) 30 days' prior written notice of any cancellation thereof shall be given to the Bank and (C) in the event that any Borrower at any time or times shall fail to pay any premium in whole or part relating thereto, the Bank may, in its sole discretion, pay such premium. Each Borrower irrevocably makes, constitutes and appoints the Bank (and all officers, employees or agents designated by the Bank) as such Borrower's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto; provided that payment by an insurer in respect of a claim made under liability insurance maintained by any Borrower may be made directly to the Person who shall have incurred the liability which is the subject of such claim. In the event that any Borrower at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Bank may, without waiving or releasing any obligation or liability of the Borrowers hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Bank deems advisable. All sums disbursed by the Bank in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Borrowers to the Bank and shall be additional Obligations secured hereby.

(j) Each Borrower shall: (i) for each Trademark material to the conduct of such Borrower's business, (A) maintain (and shall cause each of its licensees to maintain) such Trademark in full force free from any claim of abandonment or invalidity for non-use, (B) maintain (and shall cause each of its licensees to maintain) the quality of products and services offered under such Trademark, (C) display (and shall cause each of its licensees to display) such Trademark with notice of federal or foreign registration to the extent necessary and sufficient to establish and preserve its rights under applicable law and (D) not knowingly use or knowingly permit the use of such Trademark in violation of any third-party valid and legal rights; (ii) notify the Bank promptly if it knows or has reason to know that any Intellectual Property material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Borrower's ownership of any Intellectual Property, its right to register the same, or to keep and maintain the same; (iii) promptly inform the Bank in the event that it shall, either itself or through any agent, employee, licensee or designee, file an application for any Intellectual Property (or for the registration of any Patent, Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, and, upon request of the Bank, execute and deliver any and all agreements, instruments, documents and papers as the Bank may request to evidence the Bank's security interest in such Patent, Trademark or Copyright, and each Borrower hereby appoints the Bank as its attorney-in-fact to execute and file upon the occurrence and during the continuance of an Event of Default such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable; and (iv) take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Borrower's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties. In the event that any Borrower becomes aware that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Borrower's business has been or is about to be infringed, misappropriated or diluted by a third party, such Borrower promptly shall notify the Bank and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral. Upon and during the continuance of an Event of Default, the Borrowers shall use their reasonable commercial efforts to obtain all requisite consents or approvals by the licensee of each Copyright License, Patent License or Trademark License to effect the assignment of all of the Borrowers' right, title and interest thereunder to the Bank or its designee.

Section 6. Certain Rights as to the Collateral; Attorney-In-Fact

(a) So long as no Event of Default shall have occurred and be continuing:

(i) The Borrowers shall be entitled to exercise any and all voting and other consensual rights pertaining to the Collateral or any part thereof for any purpose not inconsistent with the terms of this Security Agreement and the other Loan Documents, provided that the Borrowers shall not exercise or refrain from exercising any such right without the prior written consent of the Bank if such action or inaction would have a material adverse effect on the value of the Collateral, or any part thereof, or the validity, priority or perfection of the security interests granted hereby or the remedies of the Bank hereunder.

(ii) The Borrowers shall be entitled to receive and retain any and all dividends, principal, interest and other distributions paid in respect of the Collateral to the extent not prohibited by this Security Agreement or the other Loan Documents, provided that any and all (A) dividends, principal, interest and other distributions paid or payable other than in cash in respect of, and instruments (other than checks in payment of cash dividends) and other Property received, receivable or otherwise distributed in respect of, or in exchange for, Collateral, (B) dividends and other distributions paid or payable in cash in respect of any Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and (C) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Collateral, shall be, and shall forthwith be delivered to the Bank to be held as, Collateral and shall, if received by the Borrowers, be received in trust for the benefit of the Bank, be segregated from the other Property of the Borrowers, and be forthwith delivered to the Bank as Collateral in the same form as so received (with any necessary indorsement or assignment).

(iii) The Bank shall execute and deliver (or cause to be executed and delivered) to the Borrowers, at the Borrowers' expense, all such proxies and other instruments as the Borrowers may reasonably request for the purpose of enabling the Borrowers to exercise the voting and other rights which it is entitled to exercise pursuant to clause (i) above and to receive the dividends, principal or interest payments, or other distributions which it is authorized to receive and retain pursuant to clause (ii) above.

(b) Upon the occurrence and during the continuance of an Event of Default:

(i) All rights of the Borrowers to (A) exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 6(a)(i) shall, upon notice to the Borrowers by the Bank, cease and (B) receive the dividends, principal and interest payments and other distributions which it would otherwise be authorized to receive and retain pursuant to Section 6(a)(ii) shall automatically cease, and all such rights shall thereupon become vested in the Bank, which shall thereupon have the right, but not the obligation, to exercise such voting and other consensual rights and to receive and hold as Collateral such dividends, principal or interest payments and distributions.

(ii) All dividends, principal and interest payments and other distributions which are received by any Borrower contrary to the provisions of Section 6(b)(i) shall be received in trust for the benefit of the Bank, shall be segregated from other funds of the Borrowers and shall be forthwith paid over to the Bank as Collateral in the same form as so received (with any necessary indorsement).

(c) In the event that all or any part of the securities or instruments constituting the Collateral are lost, destroyed or wrongfully taken while such securities or instruments are in the possession of the Bank, the Borrowers shall cause the delivery of new securities or instruments in place of the lost, destroyed or wrongfully taken securities or instruments upon request therefor by the Bank without the necessity of any indemnity bond or other security other than the Bank's agreement or indemnity therefor customary for security agreements similar to this Agreement.

(d) Each Borrower hereby irrevocably appoints the Bank such Borrower's attorney-in-fact, with full authority in the place and stead of such Borrower and in the name of such Borrower or otherwise, from time to time at any time when an Event of Default exists, in the Bank's discretion, to take any action and to execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Security Agreement, including, without limitation:

(i) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral, and to receive, indorse, and collect any drafts or other chattel paper, instruments and documents in connection therewith,

(ii) to file any claims or take any action or institute any proceedings which the Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Bank with respect to any of the Collateral, and

(iii) to receive, indorse and collect all instruments made payable to such Borrower representing any dividend, principal payment, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

The powers granted to the Bank under this Section constitute a power coupled with an interest which shall be irrevocable by the Borrowers and shall survive until all of the Obligations have been indefeasibly paid in full in accordance with the Credit Agreement.

(e) If any Borrower fails to perform any agreement contained herein, the Bank may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Bank incurred in connection therewith shall be payable by the Borrowers under Section 9.

(f) The powers conferred on the Bank hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Bank shall have no duty as to any Collateral. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Bank accords its own property of similar type.

Section 7. Remedies upon Default

(a) Upon the occurrence and during the continuance of an Event of Default, the Borrowers shall deliver each item of Collateral to the Bank on demand, and the Bank shall have in any jurisdiction in which enforcement hereof is sought, in addition to any other rights and remedies, the rights and remedies of a secured party under the NYUCC or the UCC of any jurisdiction in which the Collateral is located, including, without limitation, the right, with or without legal process (to the extent permitted by law) and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass (to the extent permitted by law) to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral (and for that purpose the Bank may, so far as any Borrower can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the Collateral therefrom) and, generally, to exercise any and all rights afforded to a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, each Borrower agrees that the Bank shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Bank shall deem appropriate. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Borrower, and each Borrower hereby waives (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal which such Borrower or now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Bank shall give to the Borrowers at least ten days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. Each Borrower hereby acknowledges that ten days' prior written notice of such sale or sales shall be reasonable notice. Each Borrower hereby waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Bank's rights hereunder, including, without limitation, the right of the Bank following an Event of Default to take immediate possession of the Collateral and to exercise its rights with respect thereto.

(c) Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Bank may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Bank may (in its sole and absolute discretion) determine. The Bank shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Bank may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Bank until the sale price is paid by the purchaser or purchasers thereof, but the Bank shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by applicable law, private) sale made pursuant to this Section, the Bank may bid for or purchase, free from any right of redemption, stay, valuation or appraisal on the part of any Borrower (all said rights being also hereby waived and released), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Bank from any Borrower as a credit against the purchase price, and the Bank may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Borrower therefor. For purposes hereof, (i) a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof, (ii) the Bank shall be free to carry out such sale pursuant to such agreement and (iii) the Borrower shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Bank shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Bank may proceed by a suit or suits at law or in equity to foreclose upon the Collateral and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

(d) Any sale conducted in accordance with the provisions of this Section 7 shall be deemed to conform to commercially reasonable standards as provided in Section 9-610 of the NYUCC or the UCC of any other jurisdiction in which Collateral is located or any other requirement of applicable law. Without limiting the foregoing, any Borrower agrees and acknowledges that, to the extent that applicable law imposes duties on the Bank to exercise remedies in a commercially reasonable manner, it shall be commercially reasonable for the Bank to do any or all of the following: (i) fail to incur expenses deemed significant by the Bank to prepare Collateral for disposition or otherwise to complete raw materials or work in process into finished goods or other finished products for disposition; (ii) fail to obtain third-party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third-party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) fail to exercise collection remedies against Account Debtors or other persons obligated on Collateral or to remove Liens on any Collateral, (iv) exercise collection remedies against Account Debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) contact other Persons, whether or not in the same business as the Borrowers, for expressions of interest in acquiring all or any portion of the Collateral, (vii) hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) dispose of Collateral utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have reasonable capability of doing so, or that match buyers and sellers of assets, (ix) disclaim dispositions of warranties, (x) purchase (or fail to purchase) insurance or credit enhancements to insure the Bank against risk of loss, collection or disposition of Collateral or to provide to the Bank a guaranteed return from the collection or disposition of Collateral, or (xi) to the extent deemed appropriate by the Bank, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Bank in the collection or disposition of any of the Collateral. Nothing in this Section 7 shall be construed to grant any rights to any Borrower or to impose any duties on the Bank that would not have been granted or imposed by this Security Agreement or applicable law in the absence of this Section 7 and the parties hereto acknowledge that the purpose of this Section 7 is to provide non-exhaustive indications of what actions or omissions by the Bank would be deemed commercially reasonable in the exercise by the Bank of remedies against the Collateral and that other actions or omissions by the Bank shall not be deemed commercially unreasonable solely on account of not being set forth in this Section 7.

(e) For the purpose of enabling the Bank to exercise rights and remedies under this Section, each Borrower hereby grants to the Bank an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Borrower) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by any Borrower, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Bank may be exercised, at the option of the Bank, solely upon the occurrence and during the continuation of an Event of Default and the Obligations having become due and payable; provided that any license, sub-license or other transaction entered into by the Bank in accordance herewith shall be binding upon the Borrowers notwithstanding any subsequent cure of an Event of Default. Any royalties and other payments received by the Bank shall be applied in accordance with Section 8. The license set forth in this Section 7(e) shall terminate without any further action by either party once the Obligations have been indefeasibly paid in full in accordance with the Credit Agreement.

Section 8. Application of Proceeds of Sale

The Bank shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, first, to the payment of all costs and expenses incurred by the Bank in connection with such collection or sale or otherwise in connection with this Security Agreement, any other Loan Document or any of the Obligations, including all court costs and the reasonable fees and expenses of their respective agents and legal counsel, the repayment of all advances made by the Bank hereunder or under any other Loan Document on behalf of any Borrower and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document, second, to the payment in full of the Obligations, and third, to the Borrowers, their successors or assigns, or as a court of competent jurisdiction may otherwise direct. The Bank shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Security Agreement. Upon any sale of the Collateral by the Bank (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by the Bank or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Bank or such officer or be answerable in any way for the misapplication thereof.

Section 9. Reimbursement of the Bank

(a) The Borrowers shall pay upon demand to the Bank the amount of any and all reasonable expenses, including the reasonable fees, other charges and disbursements of counsel and of any experts or agents, that the Bank may incur in connection with (i) the administration of this Security Agreement relating to any Borrower or any of its property, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral owned or held by or on behalf of any Borrower, (iii) the exercise, enforcement or protection of any of the rights of the Bank hereunder relating to any Borrower or any of its property or (iv) the failure by any Borrower to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, any Borrower shall indemnify the Bank and its directors, officers, employees, advisors, agents, successors and assigns (each an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, other charges and disbursements, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery by the Borrowers of this Security Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the Borrowers of their obligations under the Loan Documents and the other transactions contemplated thereby or (ii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section shall remain operative and in full force and effect regardless of the termination of this Security Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Security Agreement or any other Loan Document or any investigation made by or on behalf of the Bank. All amounts due under this Section shall be payable on written demand therefor and shall bear interest at the rate specified in Section 2.7(b) of the Credit Agreement.

Section 10. Waivers; Amendment

(a) No failure or delay of the Bank in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Bank hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Security Agreement or any other Loan Document or consent to any departure by the Borrowers therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Borrower in any case shall entitle the Borrowers to any other or further notice or demand in similar or other circumstances.

(b) Neither this Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into by, between or among the Bank and the Borrowers.

(c) Upon the payment in full of the Obligations and all other amounts payable under this Agreement and the expiration or termination of the Commitment, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Borrowers. Upon any such termination, the Bank will, at the Borrowers' expense, return to the Borrowers such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to the Borrowers such documents as the Borrowers shall reasonably request to evidence such termination.

Section 11. Security Interest Absolute

All rights of the Bank hereunder, the Security Interest and all obligations of the Borrowers hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument relating to any of the foregoing, (c) any exchange, release or non-perfection of any Lien on any other collateral, or any release or amendment or waiver of, or consent under, or departure from, any guaranty, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Borrower in respect of the Obligations or in respect of this Security Agreement or any other Loan Document other than the indefeasible payment of the Obligations in full in cash.

Section 12. Notices

All communications and notices hereunder shall be in writing and given as provided in Section 8.1 of the Credit Agreement.

Section 13. Binding Effect; Assignments

Whenever in this Security Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of each Borrower that are contained in this Security Agreement shall bind and inure to the benefit of each party hereto and its successors and assigns. This Security Agreement shall become effective when a counterpart hereof executed on behalf of each Borrower shall have been delivered to the Bank and a counterpart hereof shall have been executed on behalf of the Bank, and thereafter shall be binding upon each Borrower, the Bank and its successors and assigns, and shall inure to the benefit of each Borrower, the Bank and its successors and assigns, except that no Borrower shall have the right to assign its rights or obligations hereunder or any interest herein or in the Collateral (and any such attempted assignment shall be void), except as expressly contemplated by this Security Agreement or the other Loan Documents.

Section 14. Survival of Agreement; Severability

(a) All covenants, agreements, representations and warranties made by any Borrower herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Security Agreement or any other Loan Document shall be considered to have been relied upon by the Bank and shall survive the execution and delivery of any Loan Documents and the making of any Loan or other extension of credit, regardless of any investigation made by the Bank or on its behalf and notwithstanding that the Bank may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect until this Security Agreement shall terminate.

(b) In the event any one or more of the provisions contained in this Security Agreement or any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 15. Governing Law; Jurisdiction; Consent to Service of Process

(a) This Security Agreement shall be governed by, and construed in accordance with, the laws of the state of New York.

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Security Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that, to the extent permitted by applicable law, all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Security Agreement shall affect any right that either party hereto may otherwise have to bring any action or proceeding relating to this agreement or the other loan documents in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Security Agreement in any court referred to in subsection (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 12. Nothing in this Security Agreement will affect the right of either party to this Security Agreement to serve process in any other manner permitted by law.

Section 16. Counterparts

This Security Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract, and shall become effective as provided in Section 13. Delivery of an executed counterpart of this Security Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Security Agreement.

Section 17. Headings

Section headings used herein are for convenience of reference only, are not part of this Security Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Security Agreement.

Section 18. WAIVER OF JURY TRIAL

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 19. Amendment and Restatement

This Security Agreement shall constitute an amendment and restatement of all of the terms and conditions of the Existing Security Agreement. The parties hereto acknowledge and agree that (a) this Security Agreement does not constitute a novation or termination of the Existing Borrowers' obligations under the Existing Security Agreement and related documents, (b) such obligations are in all respects continuing (as amended and restated hereby) with only the terms thereof being modified as provided in this Security Agreement and (c) the liens and security interests as granted under the Existing Security Agreement are in all respects continuing and in full force and effect and secure the payment of the Obligations.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the day and year first above written.

THE ONE GROUP, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

ONE 29 PARK MANAGEMENT, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK-LAS VEGAS, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK ATLANTA, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK CHICAGO LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK-LA, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIAMI, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIAMI SERVICE, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIDTOWN HOLDINGS, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIDTOWN, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK ORLANDO LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

TOG BISCAYNE, LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

WSATOG (MIAMI) LLC

By: _____
Name: Samuel Goldfinger
Title: Chief Financial Officer

BANKUNITED, N.A., as successor by merger to
Herald National Bank

By: _____

Name: Thomas F. Pergola

Title: Senior Vice President

The ONE Group Second Amended and Restated Security Agreement Signature Page

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ____ day of August in the year 2014 before me, the undersigned, personally appeared Samuel Goldfinger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his their signature on the instrument, the individual, or the person upon behalf of which the individual, acted, executed the instrument.

Notary Public

My Commission Expires:

**SCHEDULE 1
TO
SECURITY AGREEMENT**

Locations of Collateral

A. All locations where the Borrowers maintain any books or records relating to any Accounts Receivable or Pledged Debt (with each location at which chattel paper, if any, is kept being indicated by an "*"):

411 West 14th Street, 3rd Floor, New York, New York 10014

B. All the material places of the Borrowers' businesses (other than a chief executive office) not identified in paragraph A. above:

1. 420 Park Ave. South, New York, New York 10016
2. 1114 Avenue of the Americas, New York, New York 10110
3. 3708 Las Vegas Blvd., Las Vegas, Nevada 89109
4. 1075 Peachtree Street, Atlanta, Georgia 30309
5. 755 N La Cienega Blvd, Los Angeles, CA 90069
6. 2377 Collins Ave, Miami Beach, FL 33139
7. 1250 Connecticut Ave NW, Washington, DC 20036
8. 1780 E Buena Vista Dr, Lake Buena Vista, FL 32830
9. 360 N. State Street, Chicago, Illinois 60654
10. 1100 Biscayne Boulevard, Miami, Florida 33132

C. All the locations where the Borrowers maintain any Collateral not identified above:

1. HSBC (Operating Account); 452 5th Ave., New York, New York 10018
 2. Citibank (Operating Account); 111 Wall Street, New York, New York 10005
 3. Capital One (Operating Account); 176 Broadway, New York, New York 10038
 4. Chase Bank (Operating Account); 345 Hudson Street, New York, New York 10014
 5. Chase Bank (Money Market Account); 345 Hudson Street, New York, New York 10014
-

D. The names and addresses of all persons other than the Borrowers that have possession of any of its Collateral:

1. One 29 Park, LLC; 420 Park Ave. South, New York, New York 10016
 2. One Marks, LLC; 411 West 14th Street, New York, New York 10014
 3. JEC II LLC; 1 Little West 12th Street, New York, New York 10014
 4. MPD Space Events, LLC; 26 Little West 12th Street, New York, New York 10014
 5. Little West 12th LLC; 26 Little West 12th Street, New York, New York 10014
 6. Basement Manager LLC; 26 Little West 12th Street, New York, New York 10014
 7. Asellina Marks LLC; 411 West 14th Street, 3rd Floor, New York, New York 10014
 8. Bridge Hospitality LLC; 755 North La Cienega, Los Angeles, California 90069
 9. ONE Atlantic City, LLC; 500 Boardwalk, Atlantic City, New Jersey 08401
 10. BBCLV, LLC; 3801 Las Vegas Boulevard South, Las Vegas, Nevada 89109
 11. Bagatelle La Cienega, LLC; 755 North La Cienega Blvd., Los Angeles, California 90069
 12. Bagatelle Miami, LLC; Collins Avenue, Miami, Florida (exact address TBD)
 13. STK DC, LLC, 1250 Connecticut Ave NW, Washington, DC 20036
 14. 336-337 The Strand, London WC2R 1HA, United Kingdom
 15. Cranbourn St, Leicester Square, London WC2H 7JH, United Kingdom
-

SCHEDULE 2
TO
SECURITY AGREEMENT

Pledged Equity

The ONE Group, LLC

<u>Subsidiary</u>	<u>Jurisdiction of Formation</u>	<u>Type of Organization</u>	<u>Ownership Interest</u>
One 29 Park Management, LLC	New York	Limited Liability Company	100%
STK-Las Vegas, LLC	Nevada	Limited Liability Company	100%
STK Atlanta, LLC	Georgia	Limited Liability Company	100%
STK Chicago, LLC	Illinois	Limited Liability Company	100%
STK-LA, LLC	New York	Limited Liability Company	100%
STK Miami, LLC	Florida	Limited Liability Company	100%
STK Miami Service, LLC	Florida	Limited Liability Company	100%
STK Midtown Holdings, LLC	New York	Limited Liability Company	100%
STK Midtown, LLC	New York	Limited Liability Company	100%
STK Orlando, LLC	Florida	Limited Liability Company	100%
TOG Biscayne, LLC	Florida	Limited Liability Company	100%
WSATOG (Miami) LLC	Delaware	Limited Liability Company	100%

One 29 Park Management, LLC

NONE

STK – Las Vegas, LLC

NONE

STK Atlanta, LLC

NONE

STK Chicago, LLC

NONE

STK-LA, LLC

NONE

STK Miami, LLC

NONE

STK Miami Service, LLC

NONE

STK Midtown Holdings, LLC

NONE

STK Midtown, LLC

NONE

STK Orlando, LLC

NONE

TOG Biscayne, LLC

NONE

WSATOG (Miami), LLC

NONE

**SCHEDULE 3
TO
SECURITY AGREEMENT**

Pledged Debt

The ONE Group, LLC

NONE

One 29 Park Management, LLC

NONE

STK – Las Vegas, LLC

NONE

STK Atlanta, LLC

NONE

STK Chicago, LLC

NONE

STK-LA, LLC

NONE

STK Miami, LLC

NONE

STK Miami Service, LLC

NONE

STK Midtown Holdings, LLC

NONE

STK Midtown, LLC

NONE

STK Orlando, LLC

NONE

TOG Biscayne, LLC

NONE

WSATOG (Miami), LLC

NONE

**SCHEDULE 4
TO
SECURITY AGREEMENT**

Intellectual Property

I. COPYRIGHTS AND COPYRIGHT LICENSES

NONE

II. PATENTS AND PATENT LICENSES

NONE

III. TRADEMARKS AND TRADEMARK LICENSES

SEE ATTACHED TRADEMARK CHART and the Certificate of Registration, attached hereto as Exhibit A – Schedule 4.

Service Marks and Trademarks of THE ONE GROUP, LLC


Revised: 7/28/2014



UNITED STATES

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
484-006	THE ONE NEW YORK	SN: 78/528,391 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) Hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14
484-007	THE ONE NEW ORLEANS	SN: 78/528,405 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
484-008	THE ONE LAS VEGAS	SN:78/528,408 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) Hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14
916-053 (previously 484-009)	THE ONE CHICAGO	SN: 78/528,416 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; resort lodging services; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Notice of Allowance: 5/20/14 SOU or Ext. due: 11/20/14
484-010	THE ONE LOS ANGELES	SN: 78/528,424 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
484-011	THE ONE GROUP	SN: 78/528,430 filed 12/7/04	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 3/06/14, despite submission of Segal Aff'd 2/15/14
484-018	THE ONE MIAMI	SN:78/663,799 Filed 7/5/05	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/07 (still suspended as of 4/9/13)
484-019	THE ONE ATLANTIC CITY	SN:78/663,803 Filed 7/5/05	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 4/23/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-002	STK	SN:78/691,571 Filed 8/2/05 RN: 3188230 Issued: 12/19/06	THE ONE GROUP, LLC	(Class 43) Bar services; Restaurants.	8 & 9 due: 12/19/16
915-004	Not Your Daddy's Steakhouse	SN: 77/003,892 Filed 9/21/06 RN:3,267,266 Issued: 7/24/07	The ONE Group, LLC	(Class 43) Restaurant and bar services.	8 & 9 due: 7/24/17
915-006		SN: 77/239,608 Filed 7/26/07 RN: 3,381,619 Issued: 2/12/08	The ONE Group, LLC	(Class 43) Restaurants; Bar services	8 & 9 due: 2/12/18
915-013	STKOUT	SN: 77/875,804 Filed:11/18/09	The ONE Group, LLC	(Class 43) Cafe and restaurant services; Cafe- restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Abandoned
915-015	UNMISTKABLE	SN: 77/917,096 Filed: 1/21/10 RN: 4,080,591 Issued: 1/3/12	The ONE Group, LLC	(Class 43) Bar services; Cafe and restaurant services; Cafe-restaurants; Cafes; Providing of food and drink; Restaurant and bar services; Restaurants; Serving of food and drink/beverages; Take-out restaurant services	8&15 due: 1/3/18 Renewal due: 1/3/22

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-032		SN: 85/379,387 Filed: 7/24/11 RN: 4,208,788 Issued: 9/18/12	The ONE Group, LLC	(Class 43) Cafe and restaurant services; Cafe-restaurants; Cafes; Carry-out restaurants; Providing of food and drink; Provision of food and drink in restaurants; Restaurant services; Restaurants; Take-out restaurant services	8 & 15 due: 9/18/18 Renewal 8 & 9 due: 9/18/22
915-032-CHLD		SN: 85/976,398 Filed: 7/24/11	The ONE Group, LLC	(Class 43) Bar services	Abandoned.
915-036		SN: 85/451,863 Filed: 10/20/11	The ONE Group, LLC	(Class 43) Bar services	Abandoned.
[STK OUT – A GIRL’S GOTTA EAT]					

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-036- CHLD	[STK OUT – A GIRL’S GOTTA EAT]	SN: 85/976,492 Filed: 10/20/11	The ONE Group, LLC	(Class 43) Café services; Providing of food and drink; Restaurant services; Restaurant services, including sit-down of food and take- out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Serving food and drinks; Take-out restaurant services.	8 & 15 due: 10/30/18 Renewal 8 & 9 due: 10/30/22
		RN: 4,234,247 Issued: 10/30/12			
915-038	STK REBEL	SN: 85/500,193 Filed: 12/20/11	The ONE Group, LLC	(Class 43) Bar services; Cafe services; Cocktail lounge services; Providing of food and drink; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Take-out restaurant services	Notice of Allowance: 7/17/12 Statement of Use, or 5 th Ext, due: 1/17/15
915-057	REBEL BY STK	SN: 86/038,226 Filed: 8/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Notice of Allowance: 3/11/14 Statement of Use, or 1 st Ext, due: 9/11/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069	STK	SN: 86/229,587 Filed: 3/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending. Published on 07/15/14
915-071	MAGNUM MONDAYS	SN: 86/320,170 Filed: 06/25/14	The ONE Group, LLC	(Class 35) Arranging and conducting special events for business purposes; Arranging and conducting special events for commercial, promotional or advertising purposes; Special event planning for business purposes; Special event planning for commercial, promotional or advertising purposes. (Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Arranging and conducting special events for social entertainment purposes; Night clubs; Special event planning for social entertainment purposes. (Class 43) Bar services; Café and restaurant services; Cocktail lounge services; Providing of food and drink; Restaurant services; Serving food and drinks.	Pending.

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-011	BAGATELLE	SN: 77/333,759 Filed: 11/20/07 RN: 3,595,950 Issued: 3/24/09	The ONE Group, LLC	(Class 41) Night Clubs (Class 43) Restaurant and Bar Services; Restaurants; Wine Bars; Cocktail Lounges.	Registered 8 & 15 Due: 3/24/15 Renewal Due: 3/24/19
916-014	ICHI	SN: 77/444,715 Filed 4/10/08	The ONE Group, LLC	(Class 41) Night clubs (Class 43) Café and restaurant services; Café-restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Abandoned
916-018	ONE ROCKS	SN: 77/711,156 Filed: 4/9/09	The ONE Group, LLC	(Class 41) Night clubs (Class 43) Cocktail lounges; restaurant and bar services; restaurants; wine bars.	Suspended 1/6/10 Still suspended as of 1/24/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-024	YI	SN: 77/840,881 Filed: 10/4/09	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Bar services; Cafe and restaurant services; Cafes; Cocktail lounges; Food preparation services; Preparation of food and beverages; Providing of food and drink; Provision of food and drink in restaurants; Restaurant; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Restaurants; Serving of food and drink/beverages	Abandoned
916-025	ASELLINA	SN: 77/841,398 Filed: 10/5/09 RN: 3,967,067 Issued: 5/24/2011	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Bar services; Cafe and restaurant services; Cafes; Cocktail lounges; Food preparation services; Providing of food and drink; Provision of food and drink in restaurants; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Restaurants; Serving of food and drink/beverages; Wine bars	8 & 15 due: 5/24/17 Renewal due: 5/24/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-033- parent	HERAEA	SN: 85/615,048 Filed: 5/2/12	The ONE Group, LLC	(Class 25) Athletic shoes; Baseball caps; Bathrobes; Beach shoes; Bolo ties; Bow ties; Boxer shorts; Bras; Cap visors; Caps; Coats; Flip flops; Gloves; Halter tops; Hats; Head scarves; Headwear; Hooded sweat shirts; Jackets; Leather jackets; Leg-warmers; Leggings; Lingerie; Loungewear; Nightshirts; Pajama bottoms; Pajamas; Panties; Pants; Raincoats; Sandals; Scarves; Shirts; Shoes; Shorts; Skirts; Skorts; Skullies; Sleepwear; Slipper socks; Slippers; Sneakers; Socks; Sports coats; Sports bra; Sweat bands; Sweat pants; Sweat shirts; Sweat shorts; Sweat suits; Sweaters; T-shirts; Tank tops; Ties; Underwear; Wrist bands.	Notice of Allowance: 4/2/13 SOU, or 3 rd Ext., Due: 10/2/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-033-child	HERAEA	SN: 85/978,974 Filed: 5/2/12 RN: 4,344,289 Issued: 5/28/13	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs. (Class 43) Bar services; Cocktail lounge services; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises.	8 & 15 Due: 5/28/19 Renewal Due: 5/28/23
916-034	WHERE GIRLS GO TO PLAY	SN: 85/615,109 Filed: 5/2/12 RN: 4,339,908 Issued: 5/21/13	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs. (Class 43) Bar services; Cocktail lounge services; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises.	8 & 15 Due: 5/21/19 Renewal Due: 5/21/23

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-035	WHERE GIRLS PLAY HARD	SN: 85/615,123 Filed: 5/2/12	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs. (Class 43) Bar services; Café services; Cocktail lounge services; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises.	Abandoned.


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-036	XISHI	SN: 85/699,765 Filed: 8/9/12	The ONE Group, LLC	<p>(Class 25) Athletic shoes; Baseball caps; Beach shoes; Belts; Bottoms; Bow ties; Boxer shorts; Bras; Briefs; Briefs; Caps; Coats; Flip flops; Gloves; Gym shorts; Halter tops; Hats; Head scarves; Headwear; Hooded sweat shirts; Jackets; Leggings; Lingerie; Loungewear; Night shirts; Pajama bottoms; Pajamas; Panties; Pants; Rainwear; Sandal-clogs; Sandals; Sandals and beach shoes; Scarves; Shirts; Shoes; Shorts; Sleepwear; Slipper socks; Sneakers; Socks; Sports bras; Stockings; Suspenders; Sweat bands; Sweat pants; Sweat shirts; Sweat suits; Swimwear; T-shirts; Tank- tops; Ties; Tops; Underwear</p> <p>(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs</p> <p>(Class 43) Bar services; Cafe services; Cocktail lounge services; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises</p>	<p>Notice of Allowance: 4/2/13</p> <p>SOU, or 3rd Ext., Due: 10/2/14</p>

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-037	XI SHI	SN: 85/700,437 Filed: 8/10/12	The ONE Group, LLC	(Class 25) Athletic shoes; Baseball caps; Beach shoes; Belts; Bottoms; Bow ties; Boxer shorts; Bras; Briefs; Briefs; Caps; Coats; Flip flops; Gloves; Gym shorts; Halter tops; Hats; Head scarves; Headwear; Hooded sweat shirts; Jackets; Leggings; Lingerie; Loungewear; Night shirts; Pajama bottoms; Pajamas; Panties; Pants; Rainwear; Sandal-clogs; Sandals; Sandals and beach shoes; Scarves; Shirts; Shoes; Shorts; Sleepwear; Slipper socks; Sneakers; Socks; Sports bras; Stockings; Suspenders; Sweat bands; Sweat pants; Sweat shirts; Sweat suits; Swimwear; T-shirts; Tank- tops; Ties; Tops; Underwear (Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs (Class 43) Bar services; Cafe services; Cocktail lounge services; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Notice of Allowance: 4/2/13 SOU, or 3 rd Ext., Due: 10/2/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-038	CUCINA ASELLINA	SN: 85/716,127 Filed: 8/29/12 RN: 4,323,998 Issued: 4/23/13	The ONE Group, LLC	(Class 43) Bar Services; Food preparation services; Providing of food and drink; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Wine bars	8 & 15 Due: 4/23/19 Renewal Due: 4/23/23

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-039	RHYTHM HOTEL	SN: 85/726,014 Filed: 9/11/12	The ONE Group, LLC	(Class 43) Hotel accommodation services; Hotel services; Residential hotel services; Spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa. (Class 44) Day spa services, namely, nail care, manicures, pedicures and nail enhancements; Health spa services for health and wellness of the body and spirit, namely, providing massage, facial and body treatment services, cosmetic body care services; Health spa services, namely, body wraps, mud treatments, seaweed treatments, hydrotherapy baths, and body scrubs. (Class 45) Hotel concierge services.	Notice of Allowance: 9/24/13 SOU, or 2 nd Ext., Due: 9/24/14
917-002	COCO DE VILLE	SN: 77/333,751 filed 11/20/07 RN: 3,658,860 Issued: 7/21/09	The ONE Group, LLC	(Class 41) Night clubs (Class 43) Restaurant and bar services; Restaurants; Cocktail lounges; Wine bars	8 & 15 due: 7/21/15 Renewal due: 7/21/19


ARGENTINA

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-AR	STK	SN: 3138339 Filed: 1/4/12 RN: 2568323	The ONE Group, LLC	(Class 43) Bar services and Restaurants	Registration Certificate Not issued yet Deadline to put mark in use: 05/13/18 Renewal due: 04/30/2023
915-004-AR	NOT YOUR DADDY'S STEAKHOUSE	SN: 3138340 Filed: 1/4/12 RN: 2568324	The ONE Group, LLC	(Class 43) Restaurants and bar services	Registration Certificate Not issued yet Deadline to put mark in use: 05/13/18 Renewal due: 05/13/2023
915-006-AR		SN: 3138341 Filed: 1/4/12 RN: 2568325	The ONE Group, LLC	(Class 43) Restaurants and bar services	Registration Certificate Not issued yet Deadline to put mark in use: 05/13/18 Renewal due: 05/13/2023

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-AR	REBEL BY STK	SN: Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending
915-069-AR	STK	SN: 3329626 Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending



BRAZIL

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-BR	STK	App. No. 904460550 Filed: 1/19/12	The ONE Group, LLC	(Class 43) Restaurants and bar services	Pending Published: 8/21/12
915-004-BR	NOT YOUR DADDY'S STEAKHOUSE	App. No. 904460657 Filed: 1/19/12	The ONE Group, LLC	(Class 43) Restaurants and bar services	Pending Published: 8/21/12

915-006-BR		App. No. 904460517 Filed: 1/19/12	The ONE Group, LLC (Class 43) Restaurants and bar services	Pending Published: 8/21/12
915-057-BR	REBEL BY STK	SN: Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC (Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending
915-069-BR	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC (Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending

CANADA

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-CA	STK	SN: 1269886 Filed: 8/18/05 RN: 722,923 Issued: 9/4/08	The ONE Group, LLC	Bar services; restaurants.	Renewal due: 9/4/23 Cancellation Proceeding by Gouverneur, Inc. Defeated. Appeal Pending.
915-003-CA2	STK	SN: 1601336 Filed: 11/06/12	The ONE Group, LLC	Bar and restaurant services; bar services; café and restaurant services; cafes; carry-out restaurants; cocktail lounge services; cocktail lounges; restaurants and take- out restaurant services. Bar services, restaurants	Opposition Filed by Gouverneur, Inc. Gouverneur's Statement of Opp. due 05/18/2014.
915-004-CA	NOT YOUR DADDY'S STEAKHOUSE	SN: 1340097 Filed: 3/20/07 RN: 759,226 Issued: 2/10/10	The ONE Group, LLC	Restaurant and bar services.	Deadline to put mark in use: 2/10/13 Renewal due: 2/10/25

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-CA2	NOT YOUR DADDY'S STEAKHOUSE	SN: 1,609,226 Filed: 01/09/13 RN: 879,645 Issued: 06/06/14	The ONE Group, LLC	Restaurant and bar services; bar services; café and restaurant services; cafes; carry-out restaurants; cocktail lounge services; cocktail lounges; restaurants and take- out restaurant services.	Deadline to put mark in use: 06/06/17 Renewal due: 06/06/29
915-006-CA		SN: 1394889 Filed: 5/8/08 RN: 764,265 Issued: 4/14/10	The ONE Group, LLC	Restaurant; bar services.	Deadline to put mark in use: 4/14/13 Renewal due: 4/14/25
915-006-CA2		SN: 1,609,228 Filed: 01/09/13 RN: 879,631 Issued: 06/06/14	The ONE Group, LLC	Bar and restaurant services; bar services; café and restaurant services; cafes; carry-out restaurants; cocktail lounge services; cocktail lounges; restaurants and take-out restaurant services.	Deadline to put mark in use: 06/06/17 Renewal due: 06/06/29
915-013-CA	STKOUT	SN: 1478619 Filed 05/03/10 Priority: 11/18/09	The ONE Group, LLC	Bar and restaurant services; Café and restaurant services; Carry-out restaurants; Cocktail lounge services; Cocktail lounges; Restaurants; Take-out restaurant services.	Opposed by Gouverneur, Inc. TOGRP's Evidence filed 05/20/2014.

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-015-CA	unmiSTKable	SN: 1487213 Filed: 6/30/10 Priority: 1/21/10	The ONE Group, LLC	Bar services; cafe and restaurant services; the operation of cafe-restaurants; the operation of cafes; restaurant and bar services; the operation of restaurants; take-out restaurant services.	Notice of Allowance: 9/21/12 3 rd Ext. to file Declaration of Use. Declaration of Use due: 12/30/14
915-032-CA		SN: 1558888 Filed: 1/6/12 Priority: 7/24/11	The ONE Group, LLC	(1) Cafe services, restaurant services; and, take-out restaurant services. (2) Bar services, cafe services, cocktail lounge services; restaurant services; and, take-out restaurant services.	Opposed by Gouverneur, Inc. TOGRP's Evidence due 07/13/2014.
915-057-CA	REBEL BY STK	SN: 1661765 Filed: 01/30/14 Priority: 08/14/13	The ONE Group, LLC	Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Examination.
915-063-CA	STK	SN: 1653383 Filed: 11/25/13	The ONE Group, LLC	Restaurant reservation services	Pending Examination.
915-069-CA	STK	SN: 1678383 Filed: 05/26/14 Priority: 03/24/14	The ONE Group, LLC	Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending.

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-014-CA	ICHI	SN:1,414,079 filed: 10/10/08	The ONE Group, LLC	Café –restaurant; Café- restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Abandoned
916-025-CA	ASELLINA	SN: 1539036 Filed: 8/9/11 RN: TMA852629 Issued: 6/6/13	The ONE Group, LLC	Bar and cocktail lounge services; bar and restaurant services; bar services; café and restaurant services; café services; cocktail lounge services; restaurant services; take out restaurant services; wine bar services.	Renewal Due: 6/6/28. Deadline to use mark in CA: 6/6/16.
	CUCINA ASELLINA	SN: 1612041 Filed: 1/30/13	The ONE Group, LLC	bar and cocktail lounge services; bar and restaurant services; bar services; cafe and restaurant services; cafe services; cocktail lounge services; restaurant services; take out restaurant services; wine bar services	Published: 5/21/14


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-039-CA	RHYTHM HOTEL	SN: 1614060 Filed: 2/13/13	The ONE Group, LLC	hotel accommodation services; hotel services; residential hotel services; spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa; day spa services, namely, nail care, manicures, pedicures and nail enhancements; health spa services for health and wellness of the body and spirit, namely, providing massage, facial and body treatment services, cosmetic body care services; health spa services, namely, body wraps, mud treatments, seaweed treatments, hydrotherapy baths, and body scrubs; and hotel concierge services	Response to Ex's 1 st Report filed 07/09/14



PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
	HERAEA	SN: 1578900 Filed: 5/23/12	The ONE Group, LLC	athletic shoes; baseball caps; bathrobes; beach shoes; bolo ties; bow ties; boxer shorts; bras; cap visors; caps; coats; flip flops; gloves; halter tops; hats; head scarves; headwear; hooded sweat shirts; jackets; leather jackets; leg-warmers; leggings; lingerie; loungewear; nightshirts; pajama bottoms; pajamas; panties; pants; raincoats; sandals; scarves; shirts; shoes; shorts; skirts; skorts; skullies; sleepwear; slipper socks; slippers; sneakers; socks; sport coats; sports bra; sweat bands; sweat pants; sweat shirts; sweat shorts; sweat suits; sweaters; T-shirts; tank tops; ties; underwear and wrist band arranging and conducting nightclub entertainment events; arranging and conducting nightclub parties; night clubs; bar services; cafe services; cocktail lounge services; restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises	Notice of Allowance: 7/19/13 Dec of Use Due: 5/23/15

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
	WHERE GIRLS GO TO PLAY	SN: 1578895 Filed: 5/23/12	The ONE Group, LLC	arranging and conducting nightclub entertainment events; arranging and conducting nightclub parties, night clubs, bar services, cafe services, cocktail lounge services; restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises	Notice of Allowance Issued: 5/17/13. Dec of Use Due: 5/23/15

EUROPE

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-CTM	STK	SN: 004599197 Filed: 09/01/06 RN: 004599197 Issued: 09/01/06	The ONE Group, LLC	(Class 41) Nightclubs (Class 43) Restaurant, bar, cafeteria, lounge and nightclub services	Renewal due: 08/16/15
915-004 CTM	Not Your Daddy's Steakhouse	SN: 005771803 Filed: 03/20/07 RN:005771803 Issued: 02/21/08	The ONE Group, LLC	(Class 43) Restaurants and bar Services	Deadline to put mark in use: 03/20/12 Renewal due: 03/20/17

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-006-CTM		SN: 006900674 Filed: 05/09/08 RN: 006900674 Issued: 02/16/09	The ONE Group, LLC	(Class 43) Restaurants; Bar Services	Deadline to put mark in use: 05/09/13 Renewal due: 05/09/18
915-013-CTM	STKOUT	SN: 009085085 Filed: 05/06/10 RN: 009085085 Issued: 10/19/10	The ONE Group, LLC	(Class 29) Foodstuffs prepared in the form of meals and snacks. (Class 30) Foodstuffs prepared in the form of meals and snacks. (Class 43) Bar, restaurant, cafe and cocktail lounge services; restaurants, cocktail lounges; take-out restaurant services; providing food and drink.	Deadline to put mark in use: 05/06/15 Renewal due: 05/06/20
915-015-CTM	unmiSTKable	SN: 009218091 Filed: 7/1/10 RN: 009218091 Issued: 12/13/10	The ONE Group, LLC	(Class 29) Foodstuffs prepared in the form of meals and snacks. (Class 30) Foodstuffs prepared in the form of meals and snacks. (Class 43) Bar services; cafe and restaurant services; cafe-restaurants; cafes; providing of food and drink; restaurant and bar services; restaurants; serving of food and drink/beverages; take-out restaurant services.	Deadline to put mark in use: 07/01/15 Renewal due: 07/01/20

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-032A-CTM		SN: 010548501 Filed: 1/9/12 RN: 010548501 Issued: 5/22/12	The ONE Group, LLC	(Class 29) Foodstuffs prepared in the form of meals and snacks (Class 30) Foodstuffs prepared in the form of meals and snacks (Class 43) Bar and cocktail lounge services; bar and restaurant services; bar services; café and restaurant services; café-restaurants; cafes; carry-out restaurants; cocktail lounge services; cocktail lounges; providing of food and drink; provision of food and drink in restaurants; restaurant services; restaurants; take-out restaurant services.	Deadline to put mark in use: 01/09/17 Renewal due: 01/09/22
915-032B-CTM		SN: 010548469 Filed: 01/09/12 RN: 01054869 Issued: 05/28/12	The ONE Group, LLC	(Class 29) Foodstuffs prepared in the form of meals and snacks (Class 30) Foodstuffs prepared in the form of meals and snacks (Class 43) Bar and cocktail lounge services; bar and restaurant services; bar services; café and restaurant services; café-restaurants; cafes; carry-out restaurants; cocktail lounge services; cocktail lounges; providing of food and drink; provision of food and drink in restaurants; restaurant services; restaurants; take-out restaurant services.	Renewal due: 01/09/22 Deadline to put mark in use: 01/09/2017

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-CTM	REBEL BY STK	SN: 012541405 Filed: 01/28/14 Priority: 08/14/13 RN: 012541405 Issued: 06/23/14	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; bar and restaurant services; cafe services; cafes; cocktail lounge services; cocktail lounges; restaurant services; restaurant services, namely providing of food and beverage for consumption on and off the premises.	Deadline to put mark into use: 01/28/19 Renewal due: 01/28/2024
915-069-CTM	STK	SN: 012913521 Filed: 05/27/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending.
916-014-CTM	ICHI	SN: 007302755 Filed: 10/09/08 RN: 0073022755 Issued: 06/13/09	The ONE Group, LLC	(Class 41) Night clubs (Class 43) Cafe and restaurant services; cafe-restaurants; restaurant, bar and catering services; restaurants; cafes; cocktail lounges; wine bars; bar services.	Deadline to put mark in use: 06/13/14 Renewal due: 10/09/18
916-018-CTM	ONE ROCKS	SN: 008599871 Filed: 10/07/09 RN: 008599871 Issued: 03/01/10	The ONE Group, LLC	(Class 41) Nightclubs (Class 43) Restaurant, bar, cafeteria, lounge and nightclub services	Deadline to put mark in use: 10/07/14 Renewal due: 10/07/19

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-025-CTM	ASELLINA	SN: 010023331 Filed: 06/06/11 RN: 010023331 Issued: 11/07/11	The ONE Group, LLC	(Class 29) Food stuffs prepared in the form of meals and snacks. (Class 30) Food stuffs prepared in the form of meals and snacks. (Class 43) Bar and cocktail lounge services; Bar and restaurant services; Bar services; Café and restaurant services; Cafes; Cocktail lounges; Food preparation services; Providing of Food and Drink; Provision of Food and Drink in restaurants; Restaurant services, namely, providing of food and beverages for consumption on and off premises; Restaurants; Serving of food and drink/beverages; Wine bars.	Deadline to put mark in use: 06/06/16 Renewal due: 6/6/21
916-031-CTM	TWENTY33	RN: 009615188 Filed: 12/21/10 Issued: 05/27/11	The ONE Group, LLC	(Class 41) Night clubs (Class 43) Cafe and restaurant services; Cafe-restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Deadline to put mark in use: 12/21/15 Renewal due: 12/21/20


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-033-CTM	HERAEA	App. No. 010907831 Filed: 5/23/12 Int'l Reg. No. 010907831 Reg. Date: 5/23/12	The ONE Group, LLC	(Class 25) Athletic shoes; Baseball caps; Bathrobes; Beach shoes; Bolo ties; Bow ties; Boxer shorts; Bras; Cap visors; Caps; Coats; Flip flops; Gloves; Halter tops; Hats; Head scarves; Headwear; Hooded sweat shirts; Jackets; Leather jackets; Leg-warmers; Leggings; Lingerie; Loungewear; Nightshirts; Pajama bottoms; Pajamas; Panties; Pants; Raincoats; Sandals; Scarves; Shirts; Shoes; Shorts; Skirts; Skorts; Skullies; Sleepwear; Slipper socks; Slippers; Sneakers; Socks; Sports coats; Sports bra; Sweat bands; Sweat pants; Sweat shirts; Sweat shorts; Sweat suits; Sweaters; T- shirts; Tank tops; Ties; Underwear; Wrist bands (Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs. (Class 43) Bar services; Café services; Cocktail lounge services; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises.	Deadline to put mark into use: 5/23/17 Renewal due: 5/23/22

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-034-CTM	WHERE GIRLS GO TO PLAY	App. No.: 010907632 Filed: 5/23/12 Int'l Reg. No. 010907632 Reg. Date: 5/23/12	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs. (Class 43) Bar services; Café services; Cocktail lounge services; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises.	Deadline to put mark into use: 5/23/17 Renewal due: 5/23/22

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-036-CTM	XISHI	SN: 011466968 Filed: 01/04/13 RN: 011466968 Issued: 05/16/13	The ONE Group, LLC	(Class 25) Athletic shoes; baseball caps; beach shoes; belts; bottoms; bow ties; boxer shorts; bras; briefs; caps; coats; flip flops; gloves; gym shorts; halter tops; hats; head scarves; headwear; hooded sweat shirts; jackets; leggings; lingerie; loungewear; night shirts; pyjama bottoms; pyjamas; panties; pants; rainwear; sandal-clogs; sandals; sandals and beach shoes; scarves; shirts; shoes; shorts; sleepwear; slipper socks; sneakers; socks; sports bras; stockings; suspenders; sweat bands; sweat pants; sweat shirts; sweat suits; swimwear; T-shirts; tank-tops; ties; tops; underwear. (Class 41) Arranging and conducting nightclub entertainment events; arranging and conducting nightclub parties; night clubs. (Class 43) Bar services; cafe services; cocktail lounge services; restaurant services; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises.	Deadline to put mark into use: 01/04/18 Renewal due: 01/04/23

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-038-CTM	CUSINA ASELLINA	SN: 011152774 Filed: 8/30/12 RN: 011152774 Issued: 1/9/13	The ONE Group, LLC	(Class 43) Bar Services; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Wine bars	Deadline to put mark into use: 08/30/17 Renewal Due: 8/30/22
916-039-CTM	RHYTHM HOTEL	SN: 011574522 Filed: 02/14/13 RN: 011574522 Issued: 07/10/13	The ONE Group, LLC	(Class 43) Hotel accommodation services; hotel services; residential hotel services; spa services, namely, providing temporary accommodation and meals to clients of a health or beauty spa. (Class 44) Day spa services, namely, nail care, manicures, pedicures and nail enhancements; health spa services for health and wellness of the body and spirit, namely, providing massage, facial and body treatment services, cosmetic body care services; health spa services, namely, body wraps, mud treatments, seaweed treatments, hydrotherapy baths and body scrubs. (Class 45) Hotel concierge services.	Deadline to put mark into use: 02/14/18 Renewal due: 02/14/23


GUERNSEY

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-GG	STK	SN: 354023 Filed: 04/26/11 RN: GGGT7438	The ONE Group, LLC	(Class 41) Nightclubs (Class 43) Restaurant, bar, cafeteria, lounge and nightclub services	Deadline to put mark in use: 04/26/16 Renewal due: 04/26/21
915-004-GG	Not Your Daddy's Steakhouse	SN: 354026 Filed: 04/26/11 RN: GGGT7454	The ONE Group, LLC	(Class 43) Restaurant; Bar Services	Deadline to put mark in use: 04/26/16 Renewal due: 04/26/21
915-006-GG		SN: 354028 Filed: 04/26/11 RN: GGGT7455	The ONE Group, LLC	(Class 43) Restaurants, Bar services	Deadline to put mark in use: 04/26/16 Renewal due: 04/26/21
915-057-GG	REBEL BY STK	SN: 525226 Filed: 01/30/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Published: 02/10/14


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-GG	STK	SN: 538215 Filed: 05/28/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending.

HONG KONG


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-HK	STK	SN: 302583900 Filed: 4/19/13 RN: 302583900 Issued: 04/19/13	The ONE Group, LLC	(Class 43) Bar services; Cafe services; Cocktail lounge services; Restaurants; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Renewal Due: 04/18/23
915-004-HK	NOT YOUR DADDY'S STEAKHOUSE	SN: 302604078 Filed: 5/10/13 RN: 302604078 Issued: 05/10/13	The ONE Group, LLC	(Class 43) Bar services; Cafe services; Cocktail lounge services; Restaurants; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Renewal Due: 05/09/23

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-006-HK		SN: 302604069 Filed: 5/10/13 RN: 302604069 Issued: 5/10/13	The ONE Group, LLC	(Class 43) Bar services; Cafe services; Cocktail lounge services; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Renewal Due: 05/09/23
915-057-HK	REBEL BY STK	SN: 302881765 Filed: 01/28/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Published: 04/04/14
915-069-HK	STK	SN: 303017015 Filed: 06/03/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending.


MEXICO

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-MX	STK	Appl. No. 1149306 Filed: 1/21/11 RN: 1219788 Issued: 5/30/11	The ONE Group, LLC	(Class 43) Bar services; restaurant services.	Deadline to put mark in use: 5/30/14 Renewal due: 1/21/21
915-004-MX	Not Your Daddy's Steakhouse	Appl. No. 1149305 Filed: 1/21/11 RN: 1219787 Issued: 5/30/11	The ONE Group, LLC	(Class 43) Bar services; restaurant services.	Date of Grant: 5/30/11 Deadline to put mark in use: 5/30/14 Renewal due: 1/21/21
915-006-MX		Appl. No. 1149308 Filed: 1/21/11 RN: 1220858 Issued: 5/30/11	The ONE Group, LLC	(Class 43) Restaurant and bar services.	Deadline to put mark in use: 6/3/14 Renewal due: 1/21/21

NEW ZEALAND


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-NZ	STK	SN: 839761 Filed: 04/05/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Abandoned
915-003-NZ2	STK	SN: 974856 Filed: 03/28/13	The ONE Group, LLC	(Class 043) Restaurant and bar services.	Pending
915-004-NZ	NOT YOUR DADDY'S STEAKHOUSE	SN: 839762 Filed: 04/05/11 Issued: 04/05/11	The ONE Group, LLC	(Class 43) Restaurant and bar services	Deadline to put mark in use: 04/05/14 Renewal due: 04/05/21
915-006-NZ		Appl. No. 839763 Filed: 4/5/11	The ONE Group, LLC	(Class 43) Restaurant and bar services	Deadline to put mark in use: 4/5/14 Renewal due: 4/5/21

RUSSIA

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-032-RU		SN: 2013700465 Filed: 1/11/13	The ONE Group, LLC	(Class 43) Bar services; restaurants	Reg. Fee paid April, 2014. Awaiting Cert.

SOUTH AFRICA

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-ZA	STK	RN: 2009/15863 Filed: 8/19/09	The ONE Group, LLC	(Class 043) Services for providing food and drink; temporary accommodation; restaurants; bars; cafes; cocktail lounges; wine bars; spa services, including providing temporary accommodation and meals to clients of a health or beauty spa; hotels.	Deadline to put mark in use: 8/15/16 Renewal due: 8/19/19


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-ZA	NOT YOUR DADDY'S STEAKHOUSE	RN: 2009/15864 Filed: 8/19/09	The ONE Group, LLC	(Class 043) Services for providing food and drink; temporary accommodation; restaurants; bars; cafes; cocktail lounges; wine bars; spa services, including providing temporary accommodation and meals to clients of a health or beauty spa; hotels.	Deadline to put mark in use: 8/15/16 Renewal due: 8/19/19
915-006-ZA		RN: 2009/15866 Filed: 8/19/09	The ONE Group, LLC	(Class 43) Café-restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Deadline to put mark in use: 8/22/16 Renewal due: 8/19/19
915-057-ZA	REBEL BY STK	SN: Filed: 01/ /14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending
915-069-ZA	STK	SN: 2014/13096 Filed: 05/26/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending.

THAILAND


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-TH	STK	SN: 884636 Filed: 03/08/13	The ONE Group, LLC	(Class 043) Bar services; Restaurants.	Pending

UNITED ARAB EMIRATES

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-AE	STK	SN: 155544 Filed: 4/11/11 RN: 155544 Issued: 09/05/13	The ONE Group, LLC	(Class 43) Restaurant services and services for providing food and drink; temporary accommodation.	Renewal due: 04/11/21
915-004-AE	NOT YOUR DADDY'S STEAKHOUSE	SN: 155545 Filed: 4/11/11	The ONE Group, LLC	(Class 43) Restaurant services and services for providing food and drink; temporary accommodation.	Pending Renewal due: 04/11/2021

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-006-AE		SN: 1074818 Filed: 4/11/11	The ONE Group, LLC	(Class 43) Restaurant services and services for providing food and drink; temporary accommodation.	Refusal issued based upon immoral material. Response being prepared and filed.
915-057-AE	REBEL BY STK	SN: Filed: 01/ /14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Cocktail lounge services; Cafe services; Cafes; Cocktail lounges; Restaurants; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending
915-069-AE	STK	SN: 212458 Filed: 06/02/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Education; providing of training; entertainment; sporting and cultural activities.	Pending Renewal due: 06/02/24
916-025-AE	ASELLINA	SN: 158773 Filed: 6/19/11	The ONE Group, LLC	Restaurant services; Café and restaurant services; Cafes; Food preparation services; Providing of food and drink; Provision of food and drink in restaurants; Restaurant services; namely providing of food and beverages for consumption on and off the premises; Restaurants; Serving of food and drink/beverages.	Awaiting registration or other notice from IB. Renewal due: 6/19/21


MADRID PROTOCOL (INTERNATIONAL REGISTRATION)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-MAD	STK	RN: 1074024 Filed: 4/4/11 Issued: 4/4/11 Designated: AU, CN, CU, IL, JP, NO, KR, RU, SG, CH, TR, UA	The ONE Group, LLC	(Class 43) Restaurants; bar services	Renewal due: 4/4/21
915-004-MAD	NOT YOUR DADDY'S STEAKHOUSE	RN: 1075410 Filed: 4/11/11 Issued: 4/11/11 Designated: AU, CN, CU, IL, JP, NO, KR, RU, SG, CH, TR, UA	The ONE Group, LLC	(Class 43) Restaurant and bar services	Renewal due: 4/11/21
915-006-MAD		RN: 1074818 Filed: 4/4/11 Issued: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-MAD	REBEL BY STK	RN: 1197026 Filed: 01/27/14 Priority: 08/14/13 Designated: AU, CN, CU IL, JP, MX, NZ, NO, KR, RU, SM, SG, CH, TR, UK	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Renewal due: 01/27/24
915-069-MAD	STK	RN: 1206178 Filed: 05/05/14 Priority: 03/24/14 Designated: AU, CN, CU, IL, JP, MX, NO, RU, SG, KR, CH, TR, UA, NZ, SM	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs	Renewal due: 05/05/24
916-025-MAD	ASELLINA	RN: 1082096 Filed: 6/6/11	The ONE Group, LLC	Bar and cocktail lounge services; Bar and restaurant services; Bar services; Café and restaurant services; Cafes; Cocktail lounges; Food preparation services; Providing of food and drink; Provision of food and drink in restaurants; Restaurant services; namely providing of food and beverages for consumption on and off the premises; Restaurants; Serving of food and drink/beverages; Wine bars.	Renewal due: 6/6/21


AUSTRALIA (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-AU	STK	Int'l Reg. No: 1074024 Filed: 4/4/11 AU TM No. 1423409	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Grant of Protection: 12/8/11 Deadline to put mark in use: 12/8/14 Renewal due: 4/4/21
915-004-AU	NOT YOUR DADDY'S STEAKHOUSE	Int'l Reg. No: 1075410 Filed: 4/11/11 AU TM No. 1426828	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 12/8/11 Deadline to put mark in use: 12/8/14 Renewal due: 4/11/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-006-AU		Int'l Reg. No. 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 12/8/11 Deadline to put mark in use: 12/8/14 Renewal due 4/4/21
915-057-AU	REBEL BY STK	Int'l Reg. No. 1197026 Filed: 01/27/14 Priority: 08/14/13 AU TM No. 1615056	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Grant of Protection: 11/07/14 Deadline to put mark in use: 01/27/17 Vulnerable to removal of non-use: 01/27/19 Renewal due: 01/27/24
915-069-AU	STK	Int'l Reg. No. 1206178 Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending


CHINA (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-CN	STK	Int'l RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Cancellation against blocking STK Reg. successful on 10/24/13. Awaiting new review by examiner. Grant of Protection Decision: 11/11/13 Deadline to put mark in use: 12/19/16 Renewal due: 04/04/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-CN	NOT YOUR DADDY'S STEAKHOUSE	Int'l RN: 1075410 Filed: 4/11/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 12/12/11 Deadline to put mark in use: 12/12/14 Renewal due: 4/11/21
915-006-CN		Int'l RN: 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 10/24/11 Deadline to put mark in use: 10/24/14 Renewal due: 4/4/21
915-057-CN	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-CN	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.
916-025-CN	ASELLINA	SN: 1082096 Filed: 6/6/11	The ONE Group, LLC	Bar and cocktail lounge services; Bar and restaurant services; Bar services; Café and restaurant services; Cafes; Cocktail lounges; Food preparation services; Providing of food and drink; Provision of food and drink in restaurants; Restaurant services; namely providing of food and beverages for consumption on and off the premises; Restaurants; Serving of food and drink/beverages; Wine bars.	Statement of Grant of Protection: 12/19/2011 Deadline to put mark in use: 12/19/14 Renewal due: 6/6/21


CUBA (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-CU	STK	Int'l RN: 1074024 Filed: 04/04/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	2 nd Part of Fee paid 4/30/12 Deadline to put mark in use: 04/19/15 Renewal due: 04/04/21
915-004-CU	NOT YOUR DADDY'S STEAKHOUSE	Int'l RN: 1075410 Filed: 04/11/11	The ONE Group, LLC	(Class 43) Restaurants and bar services	Statement of Grant: 04/19/12 Deadline to put mark in use: 04/19/15 Renewal due: 04/11/21
915-006-CU		Int'l RN: 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Statement of Grant issued: 5/9/12 Deadline to put mark in use: 5/9/15 Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-CU	REBEL STK	BY Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-CU	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

ISRAEL (Under Madrid)


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-IL	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services; Restaurants	Statement of Grant: 7/2/12 Deadline to put mark in use: 7/2/15 Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-IL	NOT YOUR DADDY'S STEAKHOUSE	Reg. No. 1075410 Filed: 4/11/11	The ONE Group, LLC	(Class 43) Restaurant and bar services	Statement of Grant of Protection: 9/3/12 Deadline to put mark in use: 9/3/2015 Renewal due: 4/11/21
915-006-IL		Int'l RN: 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Statement of Grant of Protection: 6/4/12 Deadline to put mark in use: 6/4/15 Renewal due: 4/4/21
915-057-IL	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-IL	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

JAPAN (Under Madrid)


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-JP	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Grant of Protection: 10/27/11 Deadline to put mark in use: 10/27/14 Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-JP	NOT YOUR DADDY'S STEAKHOUSE	Reg. No. 1075410 Filed: 4/11/11	The ONE Group, LLC	(Class 43) Restaurant and bar services	Grant of Protection: 11/10/11 Deadline to put mark in use: 11/10/14 Renewal due: 4/11/21
915-006-JP		Reg. No. 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 11/2/11 Deadline to put mark in use: 11/2/14 Renewal due: 4/4/21
915-057-JP	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-JP	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

KOREA (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-KR	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Grant of Protection: 1/11/12 Deadline to put mark in use: 1/11/15 Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-KR	NOT YOUR DADDY'S STEAKHOUSE	Reg. No. 1075410 Filed: 4/11/11	The ONE Group, LLC	(Class 43) Restaurant and bar services	Grant of Protection: 2/14/12 Deadline to put mark in use: 2/14/15 Renewal due: 4/11/21
915-006-KR		Reg. No. 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 1/16/12 Deadline to put mark in use: 1/6/15 Renewal due: 4/4/21
915-057-KR	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-KR	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.


MEXICO (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-MX	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-MX	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

NEW ZEALAND (Under Madrid)

PGC NO.	MARK		APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-NZ	REBEL STK	BY	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Completion of Ex Officio Examination, dated 04/28/2014 Renewal due: 01/27/24
915-069-NZ	STK		Int'l RN: 1206178 Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Completion of Ex Officio Examination, dated 07/10/14 Renewal due: 05/05/24


NORWAY (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-NO	STK	Int'l RN: 1074024 Filed: 04/04/11	The ONE Group, LLC	(Class 43) Bar services; restaurants	Grant of Protection: 12/09/11 Deadline to put mark in use: 12/09/2016 Renewal due: 04/04/21
915-004-NO	NOT YOUR DADDY'S STEAKHOUSE	Int'l RN: 1075410 Filed: 04/11/11	The ONE Group, LLC	(Class 43) Restaurant and bar services	Grant of Protection: 2/10/12 Deadline to put mark in use: 2/10/17 Renewal due: 4/11/21
915-006-NO		Reg. No. 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurant; bar services	End of 18 mo. Opp. Prd.: 3/5/13 Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-NO	REBEL STK	BY Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-NO	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

RUSSIA (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-RU	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Abandoned


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-RU	NOT YOUR DADDY'S STEAKHOUSE	Reg. No. 1075410 Filed: 4/11/2011	The ONE Group, LLC	(Class 43) Restaurant and bar services	Grant of Protection: 8/20/12 Deadline to put mark to use: 8/20/15 Renewal due: 4/11/21
915-006-RU		Reg. No. 1074818 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 2/29/12 Deadline to put mark in use: 2/28/15 Renewal due 4/4/21
915-057-RU	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-RU	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

SAN MARINO (Under Madrid)


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-SM	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-SM	STK	Int'l RN: Filed: 05/05/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs	Pending Examination of Int'l App.

SINGAPORE (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-SG	STK	Int'l RN: 1074024 Filed: 4/4/11 SG TM No. T1105980D	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Deadline to put mark in use: 7/14/16 Renewal due: 4/4/21
915-004-SG	NOT YOUR DADDY'S STEAKHOUSE	Int'l RN: 1075410 Filed: 4/11/2011 SG TM No. T1110105C	The ONE Group, LLC	(Class 43) Restaurant and bar services	Deadline to put mark in use: 6/21/17 Renewal due: 4/11/21
915-006-SG		Reg. No. 1074818 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Restaurants; bar services	Deadline to put mark in use: 8/25/16 Renewal due: 4/4/21
915-057-SG	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-SG	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.


SWITZERLAND (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-CH	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Deadline to put mark in use: 4/4/16 Renewal due: 4/4/21
915-004-CH	NOT YOUR DADDY'S STEAKHOUSE	RN: 1075410 Filed: 4/11/2011	The ONE Group, LLC	(Class 43) Restaurant and bar services	Deadline to put mark in use: 4/11/16 Renewal due: 4/11/21
915-006-CH		Reg. No. 1074818 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Restaurants; bar services	Deadline to put mark in use: 4/4/16 Renewal due 4/4/21


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-CH	REBEL STK	BY Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-CH	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

TURKEY (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-TR	STK	RN: 1074024 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Bar services, Restaurants	End of 18 mo. Opp. Prd. : 2/12/13 Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-TR	NOT YOUR DADDY'S STEAKHOUSE	Reg. No. 1075410 Filed: 4/11/2011	The ONE Group, LLC	(Class 43) Restaurant and bar services	End of 18 mo. Opp. Prd. :3/12/13 Renewal due: 4/11/21
915-006-TR		Reg. No. 1074818 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Restaurants; bar services	End of 18 mo. Opp. Prd.: 3/12/13 Renewal due: 4/4/21
915-057-TR	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-TR	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

UKRAINE (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-UA	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Statement of Grant of Protection issued: 3/29/12 Deadline to put mark in use: 3/29/15 Renewal due: 4/4/21
915-004-UA	NOT YOUR DADDY'S STEAKHOUSE	Reg. No. 1075410 Filed: 4/11/2011	The ONE Group, LLC	(Class 43) Restaurant and bar services	Statement of Grant: 4/23/12 Deadline to put mark in use: 4/23/15 Renewal due: 4/11/21
915-006-UA		Reg. No. 1074818 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Restaurants; bar services	Statement of Grant: 5/7/12 Deadline to put mark in use: 5/7/15 Renewal due 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-UA	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-UA	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

SCHEDULE I

[SCHEDULE I TO PLEDGE AGREEMENT – SUBSIDIARY BORROWERS]

Issuer	Type of Entity	Type of Equity Interest	Certificate Number	Number of Shares	Percentage of Issued and Outstanding Shares
One 29 Park Management, LLC	New York Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%
STK-Las Vegas, LLC	Nevada Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%
STK Atlanta, LLC	Georgia Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%
STK Chicago LLC	Illinois Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%
STK-LA, LLC	New York Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%
STK Miami, LLC	Florida Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%
STK Miami Service, LLC	Florida Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%
STK Midtown Holdings, LLC	New York Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%

Issuer	Type of Entity	Type of Equity Interest	Certificate Number	Number of Shares	Percentage of Issued and Outstanding Shares
STK Midtown, LLC	New York Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%
STK Orlando LLC	Florida Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%
TOG Biscayne, LLC	Florida Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%
WSATOG (Miami) LLC	Delaware Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%

SCHEDULE II

CURRENT NOTES

Note No. 2, dated April 11, 2012, in the original principal amount of \$1,500,000, executed by the Existing Borrowers in favor of the Bank

Note No. 3, dated November 15, 2012, in the original principal amount of \$500,000, executed by the Existing Borrowers in favor of the Bank

Note No. 4, dated August 15, 2013, in the original principal amount of \$500,000, executed by the Existing Borrowers in favor of the Bank

Note No. 5, dated September 11, 2013, in the original principal amount of \$500,000, executed by the Existing Borrowers in favor of the Bank

Note No. 6, dated September 26, 2013, in the original principal amount of \$500,000, executed by the Existing Borrowers in favor of the Bank

Note No. 7, dated November 7, 2013, in the original principal amount of \$650,000, executed by the Existing Borrowers in favor of the Bank

Note No. 8, dated December 17, 2013, in the original principal amount of \$575,000, executed by the Existing Borrowers in favor of the Bank

Note No. 9, dated January 17, 2014, in the original principal amount of \$700,000, executed by the Existing Borrowers in favor of the Bank

Note No. 10, dated February 27, 2014, in the original principal amount of \$600,000, executed by the Existing Borrowers in favor of the Bank

Note No. 10, dated March 14, 2014, in the original principal amount of \$600,000, executed by the Existing Borrowers in favor of the Bank

Note No. 11, dated April 7, 2014, in the original principal amount of \$500,000, executed by the Existing Borrowers in favor of the Bank

Note No. 12, dated April 15, 2014, in the original principal amount of \$627,182.71, executed by the Existing Borrowers in favor of the Bank

Note No. 13, dated June 4, 2014, in the original principal amount of \$450,000, executed by the Existing Borrowers in favor of the Bank

Note No. 14, dated June 18, 2014, in the original principal amount of \$550,000, executed by the Existing Borrowers in favor of the Bank

Note No. 15, dated July 3, 2014, in the original principal amount of \$520,000, executed by the Existing Borrowers in favor of the Bank

SECOND AMENDED AND RESTATED SECURITY AGREEMENT

SECOND AMENDED AND RESTATED SECURITY AGREEMENT, dated August 6, 2014, effective as of June 30, 2014 among **THE ONE GROUP, LLC**, a Delaware limited liability company, **ONE 29 PARK MANAGEMENT, LLC**, a New York limited liability company, **STK-LAS VEGAS, LLC**, a Nevada limited liability company, **STK ATLANTA, LLC**, a Georgia limited liability company (hereinafter referred to individually as an "Existing Borrower", and collectively, as the "Existing Borrowers"), **STK CHICAGO LLC**, an Illinois limited liability company, **STK-LA, LLC**, a New York limited liability company, **STK MIAMI, LLC**, a Florida limited liability company, **STK MIAMI SERVICE, LLC**, a Florida limited liability company, **STK MIDTOWN HOLDINGS, LLC**, a New York limited liability company, **STK MIDTOWN, LLC**, a New York limited liability company, **STK ORLANDO LLC**, a Florida limited liability company, **TOG BISCAYNE, LLC**, a Florida limited liability company, and **WSATOG (MIAMI) LLC**, a Delaware limited liability company (hereinafter referred to individually as a "New Subsidiary", and collectively, as the "New Subsidiaries"; the "Existing Borrowers and the New Subsidiaries are hereinafter sometimes referred to individually as a "Borrower", and collectively, as the "Borrowers") and **BANKUNITED, N.A.**, as successor by merger to Herald National Bank (the "Bank").

The Existing Borrowers and the Bank have heretofore entered into a Credit Agreement, dated as of October 31, 2011 (as heretofore amended from time to time, the "Existing Credit Agreement") and in connection therewith, the Existing Borrowers and the Bank entered into an Amended and Restated Security Agreement, dated as of January 24, 2013 (the "Existing Security Agreement").

The Existing Borrowers and the Bank have agreed to amend the Existing Credit Agreement to, inter alia, increase the Commitment thereunder (as defined therein) and add the New Subsidiaries and the UK Borrowers (as defined in the Credit Agreement referred to below) as Borrowers thereunder, pursuant to Amendment No. 4 to Credit Agreement, dated as of the date hereof, among the Existing Borrowers, the New Subsidiaries, the UK Borrowers and the Bank ("Amendment No. 4"; the Existing Credit Agreement as amended by Amendment No. 4 and as it may hereafter be further amended, supplemented, restated or otherwise modified from time to time, is hereinafter referred to as the "Credit Agreement").

It is a condition precedent to the Bank entering into Amendment No. 4 that the Borrowers execute and deliver this Agreement.

Accordingly, in consideration of the premises and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby amend and restate the Existing Security Agreement in its entirety as follows:

Section 1. Definitions

(a) Unless the context otherwise requires, capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

(b) As used herein, the following terms shall have the following meanings:

"Account Debtor": as defined in the NYUCC.

"Accounts": as defined in the NYUCC.

"Accounts Receivable": all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Chattel Paper": as defined in the NYUCC.

"Collateral": all personal property of the Borrowers of every kind and nature, wherever located, whether now owned or hereafter acquired or arising, and all Proceeds and products thereof, including, without limitation, all (i) Accounts Receivable, (ii) Equipment, (iii) General Intangibles, (iv) Inventory, (v) Instruments, (vi) Pledged Debt, (vii) Pledged Equity, (viii) Documents, (ix) Chattel Paper (whether tangible or electronic), (x) Deposit Accounts, (xi) Letter of Credit Rights (whether or not the letter of credit is evidenced in writing), (xii) Commercial Tort Claims, (xiii) Intellectual Property, (xiv) Supporting Obligations, (xv) any other contract rights or rights to the payment of money, (xvi) insurance claims and proceeds, (xvii) tort claims and (xviii) unless otherwise agreed upon in writing by the Borrowers and the Bank, other property owned or held by or on behalf of the Borrowers that may be delivered to and held by the Bank pursuant to the terms hereof. Notwithstanding anything to the contrary in any Loan Document, for purposes hereof, the term "Collateral" shall not include any right under any General Intangible if the granting of a security interest therein or an assignment thereof would violate any enforceable provision of such General Intangible.

"Commercial Tort Claims": as defined in the NYUCC.

"Copyright License": any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Borrower or which any Borrower otherwise has the right to license, or granting any right to any Borrower under any Copyright now or hereafter owned by any third party, and all rights of each Borrower under any such agreement.

"Copyrights": all of the following now owned or hereafter acquired by each Borrower: (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

"Deposit Accounts": as defined in the NYUCC.

"Documents": as defined in the NYUCC.

"Equipment": as defined in the NYUCC, and shall include, without limitation, all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Borrower.

"Equity Interests": with respect to (i) a corporation, the capital stock thereof, (ii) a partnership, any partnership interest therein, including all rights of a partner in such partnership, whether arising under the partnership agreement of such partnership or otherwise, (iii) a limited liability company, any membership interest therein, including all rights of a member of such limited liability company, whether arising under the limited liability company agreement of such limited liability company or otherwise, (iv) any other firm, association, trust, business enterprise or other entity that is similar to any other Person listed in clauses (i), (ii) and (iii), and this clause (iv), of this definition, any equity interest therein or any other interest therein that entitles the holder thereof to share in the net assets, revenue, income, earnings or losses thereof or to vote or otherwise participate in any election of one or more members of the managing body thereof and (v) all warrants and options in respect of any of the foregoing and all other securities that are convertible or exchangeable therefor.

"General Intangibles": as defined in the NYUCC, and shall include, without limitation, all corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, interest rate protection agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims, guarantees, claims, security interests or other security held by or granted to any Borrower to secure payment by an Account Debtor of any of the Accounts Receivable or payment by the relevant obligor of any of the Pledged Debt.

"Instruments": as defined in the NYUCC.

"Intellectual Property": all intellectual and similar property of each Borrower of every kind and nature now owned or hereafter acquired by such Borrower, including inventions, designs, patents, copyrights, trademarks, and registrations thereof, Patents, Copyrights, Trademarks, Licenses, trade secrets, confidential or proprietary technical and business information, customer lists, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory": as defined in the NYUCC, and shall include, without limitation, all goods of each Borrower, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Borrower under contracts of service, or consumed in any Borrower's business, including raw materials, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any such Borrower.

"Letter of Credit Rights": as defined in the NYUCC.

"License": any Patent License, Trademark License, Copyright License or other license or sublicense to which each Borrower is a party, including those listed on Schedule 4.

"NYUCC": the UCC as in effect from time to time in the State of New York.

"Obligations": (i) the due and punctual payment of (x) principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (y) all other monetary obligations, including reimbursement obligations, fees, commissions, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of each Borrower, the Guarantor or any other guarantor under the Credit Agreement and the other Loan Documents, or that are otherwise payable under the Credit Agreement or any other Loan Document, and (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of each Borrower, the Guarantor or any other guarantor under or pursuant to the Credit Agreement and the other Loan Documents.

"Patent License": any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Borrower or which any Borrower otherwise has the right to license, is in existence, or granting to any Borrower any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of each Borrower under any such agreement.

"Patents": all of the following now owned or hereafter acquired by each Borrower: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule 4, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use or sell the inventions disclosed or claimed therein.

"Pledged Debt": all right, title and interest of each Borrower to the payment of any loan, advance or other debt of every kind and nature (other than Accounts Receivable and General Intangibles), whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, other than intercompany debt among the Borrower incurred for cash management purposes in the ordinary course of business.

"Pledged Equity": with respect to each Borrower, all right, title and interest of such Borrower in all Equity Interests of any now existing or hereafter acquired or organized wholly owned Subsidiary, whether now or hereafter acquired or arising in the future (other than STK-LA, LLC).

"Pledged Securities": the Pledged Debt, the Pledged Equity and all notes, chattel paper, instruments, certificates, files, records, ledger sheets and documents covering, evidencing, representing or relating to any of the foregoing, in each case whether now existing or owned or hereafter arising or acquired.

"Proceeds": as defined in the NYUCC, and shall include, without limitation, any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, including (i) any claim of any Borrower against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) past, present or future infringement or dilution of any Intellectual Property now or hereafter owned by any Borrower, or licensed under any license, (ii) subject to Section 6, all rights and privileges with respect to, and all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, any of the Pledged Securities and (iii) any and all other amounts from time to time paid or payable under or in connection with the Collateral.

"Security Interest": as defined in Section 2(a).

"Supporting Obligations": as defined in the NYUCC.

"Trademark License": any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Borrower or which any Borrower otherwise has the right to license, or granting to any Borrower any right to use any Trademark now or hereafter owned by any third party, and all rights of each Borrower under any such agreement.

"Trademarks": all of the following now owned or hereafter acquired by any Borrower: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 4, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"UCC": with respect to any jurisdiction, the Uniform Commercial Code as from time to time in effect in such jurisdiction.

(c) The principles of construction specified in Section 1.2 of the Credit Agreement shall be applicable to this Security Agreement.

Section 2. Grant of Security Interest; No Assumption of Liability

(a) As security for the payment or performance, as applicable, when due, in full of the Obligations, each Borrower hereby bargains, sells, conveys, assigns, sets over, pledges, hypothecates and transfers to the Bank, and hereby grants to the Bank, a security interest in, all of the right, title and interest of such Borrower in, to and under the Collateral (the "Security Interest"). Without limiting the foregoing, the Bank is hereby authorized to file one or more financing statements, continuation statements, recordation filings or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by any Borrower, without the signature of such Borrower, and naming such Borrower as debtor and the Bank as secured party.

(b) The Security Interest is granted as security only and shall not subject the Bank to, or in any way alter or modify, any obligation or liability of any Borrower with respect to or arising out of the Collateral.

Section 3. Delivery of the Collateral

Each Borrower shall promptly deliver or cause to be delivered to the Bank any and all notes, chattel paper, instruments, certificates, files, records, ledger sheets and documents covering, evidencing, representing or relating to any of the Pledged Securities, or any other amount that becomes payable under or in connection with any Collateral, owned or held by or on behalf of such Borrower, in each case accompanied by (i) in the case of any notes, chattel paper, instruments or stock certificates, stock powers duly executed in blank or other instruments of transfer satisfactory to the Bank and such other instruments and documents as the Bank may reasonably request and (ii) in all other cases, proper instruments of assignment duly executed by such Borrower and such other instruments or documents as the Bank may reasonably request. Each Borrower will cause any Pledged Debt owed or owing to such Borrower by any Person to be evidenced by a duly executed promissory note that is pledged and delivered to the Bank pursuant to the terms hereof. Upon any Event of Default, each Borrower shall cause each issuer of Pledged Equity that constitutes uncertificated securities to (i) register transfer of each item of such Pledged Equity in the name of the Bank and (ii) deliver to the Bank by telecopy a certified copy of the then current register of equity-holders in such issuer, with such transfer and any other pledges of equity duly noted.

Section 4. Representations and Warranties

Each Borrower represents and warrants to the Bank that:

(a) Each Borrower has good and valid rights in and title to the Collateral and has full power and authority to grant to the Bank the Security Interest in the Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Security Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

(b) Schedule 1 sets forth (i) all locations where such Borrower maintains any books or records relating to any Accounts Receivable or Pledged Debt (with each location at which chattel paper, if any, is kept being indicated by an "*"), (ii) all other material places of business of such Borrower and all other locations where such Borrower maintains any Collateral and (iii) the names and addresses of all persons other than the Borrowers that have possession of any of its Collateral.

(c) The Security Interest constitutes: (i) a legal and valid Lien on and security interest in all of the Collateral securing the payment and performance of the Obligations; (ii) subject to (A) filing Uniform Commercial Code financing statements, or other appropriate filings, recordings or registrations containing a description of the Collateral owned or held by or on behalf of any Borrower (including, without limitation, a counterpart or copy of this Security Agreement) in each applicable governmental, municipal or other office, (B) the delivery to the Bank of any instruments or certificated securities included in such Collateral and (C) the execution and delivery of an agreement among any Borrower, the Bank and the depository bank with respect to each Deposit Account not maintained at the Bank pursuant to which the depository bank agrees to accept instructions directing the disposition of funds in such Deposit Account from the Bank, a perfected security interest in such Collateral to the extent that a security interest may be perfected by filing, recording or registering a financing statement or analogous document, or by the Bank's taking possession of such instruments or certificated securities included in such Collateral or by the Bank's obtaining control of such Deposit Accounts, in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the UCC or other applicable law in such jurisdictions; and (iii) subject to the receipt and recording of this Agreement or other appropriate instruments or certificates with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, a security interest that shall be perfected in all Collateral consisting of Intellectual Property in which a security interest may be perfected by a filing or recordation with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

(d) The Security Interest is and shall be prior to any other Lien on any of the Collateral owned or held by or on behalf of each Borrower other than Liens expressly permitted pursuant to the Loan Documents. The Collateral owned or held by or on behalf of each Borrower is so owned or held by it free and clear of any Lien, except for Liens granted pursuant to this Security Agreement and other Liens expressly permitted pursuant to the Loan Documents.

(e) With respect to each Account Receivable: (i) no transaction giving rise to such Account Receivable violated or will violate any Requirement of Law, the violation of which could reasonably be expected to have a Material Adverse Effect, (ii) no such Account Receivable is subject to terms prohibiting the assignment thereof or requiring notice or consent to such assignment, except for notices and consents that have been obtained and (iii) each such Account Receivable represents a bona fide transaction which requires no further act on any Borrower's part to make such Account Receivable payable by the account debtor with respect thereto, and, to each Borrower's knowledge, no such Account Receivable is subject to any offsets or deductions and no such Account Receivable represents any consignment sales, guaranteed sale, sale or return or other similar understanding or any obligation of any Affiliate of any Borrower.

(f) With respect to all Inventory: (i) such Inventory is located on the premises set forth on Schedule 1 hereto, or is Inventory in transit for sale in the ordinary course of business, (ii) such Inventory was not produced in violation of the Fair Labor Standards Act or subject to the "hot goods" provisions contained in Title 29 U.S.C. §215, (iii) no such Inventory is subject to any Lien other than Liens permitted by Section 6.1 of the Credit Agreement, (iv) except as permitted hereby or by the Credit Agreement, and except for Inventory located at the locations set forth on Part C of Schedule 1, no such Inventory is on consignment or is now stored or shall be stored any time after the Effective Date with a bailee, warehouseman or similar Person, unless the Borrowers have delivered to the Bank landlord waivers, non-disturbance or similar agreements (each in form and substance satisfactory to the Bank) executed by such bailee, warehouseman or similar Person and (v) such Inventory has been acquired by a Borrower in the ordinary course of business

(g) Attached hereto as Schedule 2 is a true and correct list of all of the Pledged Equity owned or held by or on behalf of each Borrower, in each case setting forth the name of the issuer of such Pledged Equity, the number of any certificate evidencing such Pledged Equity, the registered owner of such Equity Interest, the number and class of such Pledged Equity and the percentage of the issued and outstanding Equity Interests of such class represented by such Pledged Equity. The Pledged Equity has been duly authorized and validly issued and is fully paid and nonassessable, and is free and clear of all Liens other than Liens granted pursuant to this Security Agreement and other Liens expressly permitted by the Loan Documents.

(h) Attached hereto as Schedule 3 is a true and correct list of (i) all of the Pledged Debt owned by or on behalf of each Borrower, in each case setting forth the name of the party from whom such Pledged Debt is owed or owing, the principal amount thereof, the date of incurrence thereof and the maturity date, if any, with respect thereto and (ii) all unpaid intercompany transfers of goods sold and delivered, or services rendered, by or to each Borrower. All Pledged Debt owed or owing to any Borrower will be on and as of the date hereof evidenced by one or more promissory notes pledged to the Bank under the Security Agreement.

(i) Attached hereto as Schedule 4 is a true and correct list of Intellectual Property owned by or on behalf of each Borrower, in each case identifying each Copyright, Copyright License, Patent, Patent License, Trademark and Trademark License in sufficient detail and setting forth with respect to each such Copyright, Copyright License, Patent, Patent License, Trademark and Trademark License, the registration number, the date of registration, the jurisdiction of registration and the date of expiration thereof.

Section 5. Covenants

(a) Each Borrower shall provide the Bank with not less than 10 Business Days prior written notice of any change (i) in its legal name, (ii) in its jurisdiction of organization or formation, (iii) in the location of its chief executive office or principal place of business, (iv) in its identity or legal or organizational structure or (v) in its organization identification number or its Federal Taxpayer Identification Number. No Borrower shall effect or permit any change referred to in the preceding sentence unless all filings have been made under the UCC or otherwise that are required in order for the Bank to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral (subject only to Liens expressly permitted to be prior to the Security Interest pursuant to the Loan Documents). Each Borrower shall promptly notify the Bank if any material portion of the Collateral owned or held by or on behalf of each Borrower is damaged or destroyed.

(b) Each Borrower shall maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned or held by it or on its behalf as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which it is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of such Collateral, and, at such time or times as the Bank may reasonably request, promptly to prepare and deliver to the Bank copies of such records duly certified by an officer of such Borrower.

(c) From time to time at the reasonable request of the Bank, the Borrowers shall deliver to the Bank a certificate executed by the chief executive officer, the president, the chief operating officer or the chief financial officer of such Borrower, (i) setting forth (A) a list of all Subsidiaries of each Borrower and the capitalization of each such Subsidiary, (B) any name change of any Borrower since the date hereof or the date of the most recent certificate delivered pursuant to this paragraph, (C) any mergers or acquisitions in or to which any Borrower was a party since the date hereof or the date of the most recent certificate delivered pursuant to this paragraph, (D) the locations of all Collateral and (E) a list of all Intellectual Property owned by or on behalf of each Borrower, or in each case confirming that there has been no change in the information described in the foregoing clauses of this clause (c) since the date hereof or the date of the most recent certificate delivered pursuant to this paragraph and (ii) certifying that the Borrowers are in compliance with all of the terms of this Security Agreement.

(d) Each Borrower shall, at its own cost and expense, take any and all commercially reasonable actions reasonably necessary to defend title to the Collateral owned or held by it or on its behalf against all persons and to defend the Security Interest of the Bank in such Collateral and the priority thereof against any Lien not expressly permitted pursuant to the Loan Documents.

(e) Each Borrower shall, at its own expense, execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Bank may from time to time reasonably request to preserve, protect and perfect the Security Interest granted by it and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with its execution and delivery of this Security Agreement, the granting by it of the Security Interest and the filing of any financing statements or other documents in connection herewith or therewith.

(f) The Bank and such persons as the Bank may reasonably designate shall have the right, at the reasonable cost and expense of the Borrowers, and upon reasonable prior written notice, at reasonable times and during normal business hours, to inspect all of its records (and to make extracts and copies from such records) at the Borrowers' chief executive office, to discuss its affairs with its officers and independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral.

(g) Each Borrower shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and the Borrowers shall indemnify and hold harmless the Bank from and against any and all liability for such performance.

(h) No Borrower shall make or permit to be made an assignment, pledge or hypothecation of the Collateral owned or held by it or on its behalf, nor grant any other Lien in respect of such Collateral, except as expressly permitted by the Loan Documents. Except for the Security Interest or a transfer permitted by the Loan Documents, no Borrower shall make or permit to be made any transfer of such Collateral, and each Borrower shall remain at all times in possession of such Collateral and shall remain the direct owner, beneficially and of record, of the Pledged Equity included in such Collateral, except that prior to the occurrence of an Event of Default, any Borrower may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Security Agreement, the Credit Agreement or any other Loan Document.

(i) The Borrowers, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.2(f) of the Credit Agreement, which insurance shall be against all risks customarily insured against by similar businesses operating in similar markets. All policies covering such insurance (i) shall contain a standard loss payable clause and shall, in the case of casualty coverage, name the Bank as loss payee up to the amount outstanding on any Loans in respect of each claim relating to the Collateral and resulting in a payment thereunder and (ii) shall be indorsed to provide, in respect of the interests of the Bank, that (A) in the case of liability coverage, the Bank shall be an additional insured, (B) 30 days' prior written notice of any cancellation thereof shall be given to the Bank and (C) in the event that any Borrower at any time or times shall fail to pay any premium in whole or part relating thereto, the Bank may, in its sole discretion, pay such premium. Each Borrower irrevocably makes, constitutes and appoints the Bank (and all officers, employees or agents designated by the Bank) as such Borrower's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto; provided that payment by an insurer in respect of a claim made under liability insurance maintained by any Borrower may be made directly to the Person who shall have incurred the liability which is the subject of such claim. In the event that any Borrower at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Bank may, without waiving or releasing any obligation or liability of the Borrowers hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Bank deems advisable. All sums disbursed by the Bank in connection with this paragraph, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Borrowers to the Bank and shall be additional Obligations secured hereby.

(j) Each Borrower shall: (i) for each Trademark material to the conduct of such Borrower's business, (A) maintain (and shall cause each of its licensees to maintain) such Trademark in full force free from any claim of abandonment or invalidity for non-use, (B) maintain (and shall cause each of its licensees to maintain) the quality of products and services offered under such Trademark, (C) display (and shall cause each of its licensees to display) such Trademark with notice of federal or foreign registration to the extent necessary and sufficient to establish and preserve its rights under applicable law and (D) not knowingly use or knowingly permit the use of such Trademark in violation of any third-party valid and legal rights; (ii) notify the Bank promptly if it knows or has reason to know that any Intellectual Property material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Borrower's ownership of any Intellectual Property, its right to register the same, or to keep and maintain the same; (iii) promptly inform the Bank in the event that it shall, either itself or through any agent, employee, licensee or designee, file an application for any Intellectual Property (or for the registration of any Patent, Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, and, upon request of the Bank, execute and deliver any and all agreements, instruments, documents and papers as the Bank may request to evidence the Bank's security interest in such Patent, Trademark or Copyright, and each Borrower hereby appoints the Bank as its attorney-in-fact to execute and file upon the occurrence and during the continuance of an Event of Default such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable; and (iv) take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Borrower's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties. In the event that any Borrower becomes aware that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Borrower's business has been or is about to be infringed, misappropriated or diluted by a third party, such Borrower promptly shall notify the Bank and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral. Upon and during the continuance of an Event of Default, the Borrowers shall use their reasonable commercial efforts to obtain all requisite consents or approvals by the licensee of each Copyright License, Patent License or Trademark License to effect the assignment of all of the Borrowers' right, title and interest thereunder to the Bank or its designee.

Section 6. Certain Rights as to the Collateral; Attorney-In-Fact

(a) So long as no Event of Default shall have occurred and be continuing:

(i) The Borrowers shall be entitled to exercise any and all voting and other consensual rights pertaining to the Collateral or any part thereof for any purpose not inconsistent with the terms of this Security Agreement and the other Loan Documents, provided that the Borrowers shall not exercise or refrain from exercising any such right without the prior written consent of the Bank if such action or inaction would have a material adverse effect on the value of the Collateral, or any part thereof, or the validity, priority or perfection of the security interests granted hereby or the remedies of the Bank hereunder.

(ii) The Borrowers shall be entitled to receive and retain any and all dividends, principal, interest and other distributions paid in respect of the Collateral to the extent not prohibited by this Security Agreement or the other Loan Documents, provided that any and all (A) dividends, principal, interest and other distributions paid or payable other than in cash in respect of, and instruments (other than checks in payment of cash dividends) and other Property received, receivable or otherwise distributed in respect of, or in exchange for, Collateral, (B) dividends and other distributions paid or payable in cash in respect of any Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus, and (C) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Collateral, shall be, and shall forthwith be delivered to the Bank to be held as, Collateral and shall, if received by the Borrowers, be received in trust for the benefit of the Bank, be segregated from the other Property of the Borrowers, and be forthwith delivered to the Bank as Collateral in the same form as so received (with any necessary indorsement or assignment).

(iii) The Bank shall execute and deliver (or cause to be executed and delivered) to the Borrowers, at the Borrowers' expense, all such proxies and other instruments as the Borrowers may reasonably request for the purpose of enabling the Borrowers to exercise the voting and other rights which it is entitled to exercise pursuant to clause (i) above and to receive the dividends, principal or interest payments, or other distributions which it is authorized to receive and retain pursuant to clause (ii) above.

(b) Upon the occurrence and during the continuance of an Event of Default:

(i) All rights of the Borrowers to (A) exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 6(a)(i) shall, upon notice to the Borrowers by the Bank, cease and (B) receive the dividends, principal and interest payments and other distributions which it would otherwise be authorized to receive and retain pursuant to Section 6(a)(ii) shall automatically cease, and all such rights shall thereupon become vested in the Bank, which shall thereupon have the right, but not the obligation, to exercise such voting and other consensual rights and to receive and hold as Collateral such dividends, principal or interest payments and distributions.

(ii) All dividends, principal and interest payments and other distributions which are received by any Borrower contrary to the provisions of Section 6(b)(i) shall be received in trust for the benefit of the Bank, shall be segregated from other funds of the Borrowers and shall be forthwith paid over to the Bank as Collateral in the same form as so received (with any necessary indorsement).

(c) In the event that all or any part of the securities or instruments constituting the Collateral are lost, destroyed or wrongfully taken while such securities or instruments are in the possession of the Bank, the Borrowers shall cause the delivery of new securities or instruments in place of the lost, destroyed or wrongfully taken securities or instruments upon request therefor by the Bank without the necessity of any indemnity bond or other security other than the Bank's agreement or indemnity therefor customary for security agreements similar to this Agreement.

(d) Each Borrower hereby irrevocably appoints the Bank such Borrower's attorney-in-fact, with full authority in the place and stead of such Borrower and in the name of such Borrower or otherwise, from time to time at any time when an Event of Default exists, in the Bank's discretion, to take any action and to execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Security Agreement, including, without limitation:

(i) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral, and to receive, indorse, and collect any drafts or other chattel paper, instruments and documents in connection therewith,

(ii) to file any claims or take any action or institute any proceedings which the Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Bank with respect to any of the Collateral, and

(iii) to receive, indorse and collect all instruments made payable to such Borrower representing any dividend, principal payment, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

The powers granted to the Bank under this Section constitute a power coupled with an interest which shall be irrevocable by the Borrowers and shall survive until all of the Obligations have been indefeasibly paid in full in accordance with the Credit Agreement.

(e) If any Borrower fails to perform any agreement contained herein, the Bank may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Bank incurred in connection therewith shall be payable by the Borrowers under Section 9.

(f) The powers conferred on the Bank hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Bank shall have no duty as to any Collateral. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Bank accords its own property of similar type.

Section 7. Remedies upon Default

(a) Upon the occurrence and during the continuance of an Event of Default, the Borrowers shall deliver each item of Collateral to the Bank on demand, and the Bank shall have in any jurisdiction in which enforcement hereof is sought, in addition to any other rights and remedies, the rights and remedies of a secured party under the NYUCC or the UCC of any jurisdiction in which the Collateral is located, including, without limitation, the right, with or without legal process (to the extent permitted by law) and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass (to the extent permitted by law) to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral (and for that purpose the Bank may, so far as any Borrower can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the Collateral therefrom) and, generally, to exercise any and all rights afforded to a secured party under the UCC or other applicable law. Without limiting the generality of the foregoing, each Borrower agrees that the Bank shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Bank shall deem appropriate. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Borrower, and each Borrower hereby waives (to the extent permitted by law) all rights of redemption, stay, valuation and appraisal which such Borrower or now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Bank shall give to the Borrowers at least ten days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. Each Borrower hereby acknowledges that ten days' prior written notice of such sale or sales shall be reasonable notice. Each Borrower hereby waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Bank's rights hereunder, including, without limitation, the right of the Bank following an Event of Default to take immediate possession of the Collateral and to exercise its rights with respect thereto.

(c) Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Bank may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Bank may (in its sole and absolute discretion) determine. The Bank shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Bank may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Bank until the sale price is paid by the purchaser or purchasers thereof, but the Bank shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by applicable law, private) sale made pursuant to this Section, the Bank may bid for or purchase, free from any right of redemption, stay, valuation or appraisal on the part of any Borrower (all said rights being also hereby waived and released), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Bank from any Borrower as a credit against the purchase price, and the Bank may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Borrower therefor. For purposes hereof, (i) a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof, (ii) the Bank shall be free to carry out such sale pursuant to such agreement and (iii) the Borrower shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Bank shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Bank may proceed by a suit or suits at law or in equity to foreclose upon the Collateral and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

(d) Any sale conducted in accordance with the provisions of this Section 7 shall be deemed to conform to commercially reasonable standards as provided in Section 9-610 of the NYUCC or the UCC of any other jurisdiction in which Collateral is located or any other requirement of applicable law. Without limiting the foregoing, any Borrower agrees and acknowledges that, to the extent that applicable law imposes duties on the Bank to exercise remedies in a commercially reasonable manner, it shall be commercially reasonable for the Bank to do any or all of the following: (i) fail to incur expenses deemed significant by the Bank to prepare Collateral for disposition or otherwise to complete raw materials or work in process into finished goods or other finished products for disposition; (ii) fail to obtain third-party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third-party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) fail to exercise collection remedies against Account Debtors or other persons obligated on Collateral or to remove Liens on any Collateral, (iv) exercise collection remedies against Account Debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) contact other Persons, whether or not in the same business as the Borrowers, for expressions of interest in acquiring all or any portion of the Collateral, (vii) hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) dispose of Collateral utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have reasonable capability of doing so, or that match buyers and sellers of assets, (ix) disclaim dispositions of warranties, (x) purchase (or fail to purchase) insurance or credit enhancements to insure the Bank against risk of loss, collection or disposition of Collateral or to provide to the Bank a guaranteed return from the collection or disposition of Collateral, or (xi) to the extent deemed appropriate by the Bank, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Bank in the collection or disposition of any of the Collateral. Nothing in this Section 7 shall be construed to grant any rights to any Borrower or to impose any duties on the Bank that would not have been granted or imposed by this Security Agreement or applicable law in the absence of this Section 7 and the parties hereto acknowledge that the purpose of this Section 7 is to provide non-exhaustive indications of what actions or omissions by the Bank would be deemed commercially reasonable in the exercise by the Bank of remedies against the Collateral and that other actions or omissions by the Bank shall not be deemed commercially unreasonable solely on account of not being set forth in this Section 7.

(e) For the purpose of enabling the Bank to exercise rights and remedies under this Section, each Borrower hereby grants to the Bank an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Borrower) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by any Borrower, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Bank may be exercised, at the option of the Bank, solely upon the occurrence and during the continuation of an Event of Default and the Obligations having become due and payable; provided that any license, sub-license or other transaction entered into by the Bank in accordance herewith shall be binding upon the Borrowers notwithstanding any subsequent cure of an Event of Default. Any royalties and other payments received by the Bank shall be applied in accordance with Section 8. The license set forth in this Section 7(e) shall terminate without any further action by either party once the Obligations have been indefeasibly paid in full in accordance with the Credit Agreement.

Section 8. Application of Proceeds of Sale

The Bank shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, first, to the payment of all costs and expenses incurred by the Bank in connection with such collection or sale or otherwise in connection with this Security Agreement, any other Loan Document or any of the Obligations, including all court costs and the reasonable fees and expenses of their respective agents and legal counsel, the repayment of all advances made by the Bank hereunder or under any other Loan Document on behalf of any Borrower and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document, second, to the payment in full of the Obligations, and third, to the Borrowers, their successors or assigns, or as a court of competent jurisdiction may otherwise direct. The Bank shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Security Agreement. Upon any sale of the Collateral by the Bank (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the purchase money by the Bank or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Bank or such officer or be answerable in any way for the misapplication thereof.

Section 9. Reimbursement of the Bank

(a) The Borrowers shall pay upon demand to the Bank the amount of any and all reasonable expenses, including the reasonable fees, other charges and disbursements of counsel and of any experts or agents, that the Bank may incur in connection with (i) the administration of this Security Agreement relating to any Borrower or any of its property, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral owned or held by or on behalf of any Borrower, (iii) the exercise, enforcement or protection of any of the rights of the Bank hereunder relating to any Borrower or any of its property or (iv) the failure by any Borrower to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, any Borrower shall indemnify the Bank and its directors, officers, employees, advisors, agents, successors and assigns (each an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, other charges and disbursements, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery by the Borrowers of this Security Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the Borrowers of their obligations under the Loan Documents and the other transactions contemplated thereby or (ii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section shall remain operative and in full force and effect regardless of the termination of this Security Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Security Agreement or any other Loan Document or any investigation made by or on behalf of the Bank. All amounts due under this Section shall be payable on written demand therefor and shall bear interest at the rate specified in Section 2.7(b) of the Credit Agreement.

Section 10. Waivers; Amendment

(a) No failure or delay of the Bank in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Bank hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Security Agreement or any other Loan Document or consent to any departure by the Borrowers therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Borrower in any case shall entitle the Borrowers to any other or further notice or demand in similar or other circumstances.

(b) Neither this Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into by, between or among the Bank and the Borrowers.

(c) Upon the payment in full of the Obligations and all other amounts payable under this Agreement and the expiration or termination of the Commitment, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Borrowers. Upon any such termination, the Bank will, at the Borrowers' expense, return to the Borrowers such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to the Borrowers such documents as the Borrowers shall reasonably request to evidence such termination.

Section 11. Security Interest Absolute

All rights of the Bank hereunder, the Security Interest and all obligations of the Borrowers hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument relating to any of the foregoing, (c) any exchange, release or non-perfection of any Lien on any other collateral, or any release or amendment or waiver of, or consent under, or departure from, any guaranty, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Borrower in respect of the Obligations or in respect of this Security Agreement or any other Loan Document other than the indefeasible payment of the Obligations in full in cash.

Section 12. Notices

All communications and notices hereunder shall be in writing and given as provided in Section 8.1 of the Credit Agreement.

Section 13. Binding Effect; Assignments

Whenever in this Security Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of each Borrower that are contained in this Security Agreement shall bind and inure to the benefit of each party hereto and its successors and assigns. This Security Agreement shall become effective when a counterpart hereof executed on behalf of each Borrower shall have been delivered to the Bank and a counterpart hereof shall have been executed on behalf of the Bank, and thereafter shall be binding upon each Borrower, the Bank and its successors and assigns, and shall inure to the benefit of each Borrower, the Bank and its successors and assigns, except that no Borrower shall have the right to assign its rights or obligations hereunder or any interest herein or in the Collateral (and any such attempted assignment shall be void), except as expressly contemplated by this Security Agreement or the other Loan Documents.

Section 14. Survival of Agreement; Severability

(a) All covenants, agreements, representations and warranties made by any Borrower herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Security Agreement or any other Loan Document shall be considered to have been relied upon by the Bank and shall survive the execution and delivery of any Loan Documents and the making of any Loan or other extension of credit, regardless of any investigation made by the Bank or on its behalf and notwithstanding that the Bank may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect until this Security Agreement shall terminate.

(b) In the event any one or more of the provisions contained in this Security Agreement or any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 15. Governing Law; Jurisdiction; Consent to Service of Process

(a) This Security Agreement shall be governed by, and construed in accordance with, the laws of the state of New York.

(b) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Security Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that, to the extent permitted by applicable law, all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Security Agreement shall affect any right that either party hereto may otherwise have to bring any action or proceeding relating to this agreement or the other loan documents in the courts of any jurisdiction.

(c) Each party hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Security Agreement in any court referred to in subsection (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 12. Nothing in this Security Agreement will affect the right of either party to this Security Agreement to serve process in any other manner permitted by law.

Section 16. Counterparts

This Security Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract, and shall become effective as provided in Section 13. Delivery of an executed counterpart of this Security Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Security Agreement.

Section 17. Headings

Section headings used herein are for convenience of reference only, are not part of this Security Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Security Agreement.

Section 18. WAIVER OF JURY TRIAL

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 19. Amendment and Restatement

This Security Agreement shall constitute an amendment and restatement of all of the terms and conditions of the Existing Security Agreement. The parties hereto acknowledge and agree that (a) this Security Agreement does not constitute a novation or termination of the Existing Borrowers' obligations under the Existing Security Agreement and related documents, (b) such obligations are in all respects continuing (as amended and restated hereby) with only the terms thereof being modified as provided in this Security Agreement and (c) the liens and security interests as granted under the Existing Security Agreement are in all respects continuing and in full force and effect and secure the payment of the Obligations.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the day and year first above written.

THE ONE GROUP, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

ONE 29 PARK MANAGEMENT, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK-LAS VEGAS, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK ATLANTA, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK CHICAGO LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK-LA, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIAMI, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

The ONE Group Second Amended and Restated Security Agreement Signature Page

STK MIAMI SERVICE, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIDTOWN HOLDINGS, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK MIDTOWN, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

STK ORLANDO LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

TOG BISCAYNE, LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

WSATOG (MIAMI) LLC

By: /s/ Samuel Goldfinger
Name: Samuel Goldfinger
Title: Chief Financial Officer

BANKUNITED, N.A., as successor by merger to
Herald National Bank

By: /s/ Thomas F. Pergola
Name: Thomas F. Pergola
Title: Senior Vice President

The ONE Group Second Amended and Restated Security Agreement Signature Page

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 6th day of August in the year 2014 before me, the undersigned, personally appeared Samuel Goldfinger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his their signature on the instrument, the individual, or the person upon behalf of which the individual, acted, executed the instrument.

/s/ Sonia Low
Notary Public

My Commission Expires:

August 9, 2014

**SCHEDULE 1
TO
SECURITY AGREEMENT**

Locations of Collateral

A. All locations where the Borrowers maintain any books or records relating to any Accounts Receivable or Pledged Debt (with each location at which chattel paper, if any, is kept being indicated by an "*"):

411 West 14th Street, 3rd Floor, New York, New York 10014

B. All the material places of the Borrowers' businesses (other than a chief executive office) not identified in paragraph A. above:

1. 420 Park Ave. South, New York, New York 10016
2. 1114 Avenue of the Americas, New York, New York 10110
3. 3708 Las Vegas Blvd., Las Vegas, Nevada 89109
4. 1075 Peachtree Street, Atlanta, Georgia 30309
5. 755 N La Cienega Blvd, Los Angeles, CA 90069
6. 2377 Collins Ave, Miami Beach, FL 33139
7. 1250 Connecticut Ave NW, Washington, DC 20036
8. 1780 E Buena Vista Dr, Lake Buena Vista, FL 32830
9. 360 N. State Street, Chicago, Illinois 60654
10. 1100 Biscayne Boulevard, Miami, Florida 33132

C. All the locations where the Borrowers maintain any Collateral not identified above:

1. HSBC (Operating Account); 452 5th Ave., New York, New York 10018
 2. Citibank (Operating Account); 111 Wall Street, New York, New York 10005
 3. Capital One (Operating Account); 176 Broadway, New York, New York 10038
 4. Chase Bank (Operating Account); 345 Hudson Street, New York, New York 10014
 5. Chase Bank (Money Market Account); 345 Hudson Street, New York, New York 10014
-

D. The names and addresses of all persons other than the Borrowers that have possession of any of its Collateral:

1. One 29 Park, LLC; 420 Park Ave. South, New York, New York 10016
 2. One Marks, LLC; 411 West 14th Street, New York, New York 10014
 3. JEC II LLC; 1 Little West 12th Street, New York, New York 10014
 4. MPD Space Events, LLC; 26 Little West 12th Street, New York, New York 10014
 5. Little West 12th LLC; 26 Little West 12th Street, New York, New York 10014
 6. Basement Manager LLC; 26 Little West 12th Street, New York, New York 10014
 7. Asellina Marks LLC; 411 West 14th Street, 3rd Floor, New York, New York 10014
 8. Bridge Hospitality LLC; 755 North La Cienega, Los Angeles, California 90069
 9. ONE Atlantic City, LLC; 500 Boardwalk, Atlantic City, New Jersey 08401
 10. BBCLV, LLC; 3801 Las Vegas Boulevard South, Las Vegas, Nevada 89109
 11. Bagatelle La Cienega, LLC; 755 North La Cienega Blvd., Los Angeles, California 90069
 12. Bagatelle Miami, LLC; Collins Avenue, Miami, Florida (exact address TBD)
 13. STK DC, LLC, 1250 Connecticut Ave NW, Washington, DC 20036
 14. 336-337 The Strand, London WC2R 1HA, United Kingdom
 15. Cranbourn St, Leicester Square, London WC2H 7JH, United Kingdom
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SCHEDULE 2
TO
SECURITY AGREEMENT

Pledged Equity

The ONE Group, LLC

<u>Subsidiary</u>	<u>Jurisdiction of Formation</u>	<u>Type of Organization</u>	<u>Ownership Interest</u>
One 29 Park Management, LLC	New York	Limited Liability Company	100%
STK-Las Vegas, LLC	Nevada	Limited Liability Company	100%
STK Atlanta, LLC	Georgia	Limited Liability Company	100%
STK Chicago, LLC	Illinois	Limited Liability Company	100%
STK-LA, LLC	New York	Limited Liability Company	100%
STK Miami, LLC	Florida	Limited Liability Company	100%
STK Miami Service, LLC	Florida	Limited Liability Company	100%
STK Midtown Holdings, LLC	New York	Limited Liability Company	100%
STK Midtown, LLC	New York	Limited Liability Company	100%
STK Orlando, LLC	Florida	Limited Liability Company	100%
TOG Biscayne, LLC	Florida	Limited Liability Company	100%
WSATOG (Miami) LLC	Delaware	Limited Liability Company	100%

One 29 Park Management, LLC

NONE

STK – Las Vegas, LLC

NONE

STK Atlanta, LLC

NONE

STK Chicago, LLC

NONE

STK-LA, LLC

NONE

STK Miami, LLC

NONE

STK Miami Service, LLC

NONE

STK Midtown Holdings, LLC

NONE

STK Midtown, LLC

NONE

STK Orlando, LLC

NONE

TOG Biscayne, LLC

NONE

WSATOG (Miami), LLC

NONE

**SCHEDULE 3
TO
SECURITY AGREEMENT**

Pledged Debt

The ONE Group, LLC

NONE

One 29 Park Management, LLC

NONE

STK – Las Vegas, LLC

NONE

STK Atlanta, LLC

NONE

STK Chicago, LLC

NONE

STK-LA, LLC

NONE

STK Miami, LLC

NONE

STK Miami Service, LLC

NONE

STK Midtown Holdings, LLC

NONE

STK Midtown, LLC

NONE

STK Orlando, LLC

NONE

TOG Biscayne, LLC

NONE

WSATOG (Miami), LLC

NONE

**SCHEDULE 4
TO
SECURITY AGREEMENT**

Intellectual Property

I. COPYRIGHTS AND COPYRIGHT LICENSES

NONE

II. PATENTS AND PATENT LICENSES

NONE

III. TRADEMARKS AND TRADEMARK LICENSES

SEE ATTACHED TRADEMARK CHART and the Certificate of Registration, attached hereto as Exhibit A – Schedule 4.

Service Marks and Trademarks of THE ONE GROUP, LLC


Revised: 7/28/2014



UNITED STATES

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
484-006	THE ONE NEW YORK	SN: 78/528,391 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) Hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14
484-007	THE ONE NEW ORLEANS	SN: 78/528,405 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
484-008	THE ONE LAS VEGAS	SN:78/528,408 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) Hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14
916-053 (previously 484-009)	THE ONE CHICAGO	SN: 78/528,416 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; resort lodging services; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Notice of Allowance: 5/20/14 SOU or Ext. due: 11/20/14
484-010	THE ONE LOS ANGELES	SN: 78/528,424 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
484-011	THE ONE GROUP	SN: 78/528,430 filed 12/7/04	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 3/06/14, despite submission of Segal Aff'd 2/15/14
484-018	THE ONE MIAMI	SN:78/663,799 Filed 7/5/05	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/07 (still suspended as of 4/9/13)
484-019	THE ONE ATLANTIC CITY	SN:78/663,803 Filed 7/5/05	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 4/23/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-002	STK	SN:78/691,571 Filed 8/2/05 RN: 3188230 Issued: 12/19/06	THE ONE GROUP, LLC	(Class 43) Bar services; Restaurants.	8 & 9 due: 12/19/16
915-004	Not Your Daddy's Steakhouse	SN: 77/003,892 Filed 9/21/06 RN:3,267,266 Issued: 7/24/07	The ONE Group, LLC	(Class 43) Restaurant and bar services.	8 & 9 due: 7/24/17
915-006		SN: 77/239,608 Filed 7/26/07 RN: 3,381,619 Issued: 2/12/08	The ONE Group, LLC	(Class 43) Restaurants; Bar services	8 & 9 due: 2/12/18
915-013	STKOUT	SN: 77/875,804 Filed:11/18/09	The ONE Group, LLC	(Class 43) Cafe and restaurant services; Cafe- restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Abandoned
915-015	UNMISTKABLE	SN: 77/917,096 Filed: 1/21/10 RN: 4,080,591 Issued: 1/3/12	The ONE Group, LLC	(Class 43) Bar services; Cafe and restaurant services; Cafe-restaurants; Cafes; Providing of food and drink; Restaurant and bar services; Restaurants; Serving of food and drink/beverages; Take-out restaurant services	8&15 due: 1/3/18 Renewal due: 1/3/22

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-032		SN: 85/379,387 Filed: 7/24/11 RN: 4,208,788 Issued: 9/18/12	The ONE Group, LLC	(Class 43) Cafe and restaurant services; Cafe-restaurants; Cafes; Carry-out restaurants; Providing of food and drink; Provision of food and drink in restaurants; Restaurant services; Restaurants; Take-out restaurant services	8 & 15 due: 9/18/18 Renewal 8 & 9 due: 9/18/22
915-032-CHLD		SN: 85/976,398 Filed: 7/24/11	The ONE Group, LLC	(Class 43) Bar services	Abandoned.
915-036		SN: 85/451,863 Filed: 10/20/11	The ONE Group, LLC	(Class 43) Bar services	Abandoned.
[STK OUT – A GIRL’S GOTTA EAT]					

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-036- CHLD	[STK OUT – A GIRL’S GOTTA EAT]	SN: 85/976,492 Filed: 10/20/11	The ONE Group, LLC	(Class 43) Café services; Providing of food and drink; Restaurant services; Restaurant services, including sit-down of food and take- out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Serving food and drinks; Take-out restaurant services.	8 & 15 due: 10/30/18 Renewal 8 & 9 due: 10/30/22
		RN: 4,234,247 Issued: 10/30/12			
915-038	STK REBEL	SN: 85/500,193 Filed: 12/20/11	The ONE Group, LLC	(Class 43) Bar services; Cafe services; Cocktail lounge services; Providing of food and drink; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Take-out restaurant services	Notice of Allowance: 7/17/12 Statement of Use, or 5 th Ext, due: 1/17/15
915-057	REBEL BY STK	SN: 86/038,226 Filed: 8/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Notice of Allowance: 3/11/14 Statement of Use, or 1 st Ext, due: 9/11/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069	STK	SN: 86/229,587 Filed: 3/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending. Published on 07/15/14
915-071	MAGNUM MONDAYS	SN: 86/320,170 Filed: 06/25/14	The ONE Group, LLC	(Class 35) Arranging and conducting special events for business purposes; Arranging and conducting special events for commercial, promotional or advertising purposes; Special event planning for business purposes; Special event planning for commercial, promotional or advertising purposes. (Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Arranging and conducting special events for social entertainment purposes; Night clubs; Special event planning for social entertainment purposes. (Class 43) Bar services; Café and restaurant services; Cocktail lounge services; Providing of food and drink; Restaurant services; Serving food and drinks.	Pending.

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-011	BAGATELLE	SN: 77/333,759 Filed: 11/20/07 RN: 3,595,950 Issued: 3/24/09	The ONE Group, LLC	(Class 41) Night Clubs (Class 43) Restaurant and Bar Services; Restaurants; Wine Bars; Cocktail Lounges.	Registered 8 & 15 Due: 3/24/15 Renewal Due: 3/24/19
916-014	ICHI	SN: 77/444,715 Filed 4/10/08	The ONE Group, LLC	(Class 41) Night clubs (Class 43) Café and restaurant services; Café-restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Abandoned
916-018	ONE ROCKS	SN: 77/711,156 Filed: 4/9/09	The ONE Group, LLC	(Class 41) Night clubs (Class 43) Cocktail lounges; restaurant and bar services; restaurants; wine bars.	Suspended 1/6/10 Still suspended as of 1/24/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-024	YI	SN: 77/840,881 Filed: 10/4/09	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Bar services; Cafe and restaurant services; Cafes; Cocktail lounges; Food preparation services; Preparation of food and beverages; Providing of food and drink; Provision of food and drink in restaurants; Restaurant; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Restaurants; Serving of food and drink/beverages	Abandoned
916-025	ASELLINA	SN: 77/841,398 Filed: 10/5/09 RN: 3,967,067 Issued: 5/24/2011	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Bar services; Cafe and restaurant services; Cafes; Cocktail lounges; Food preparation services; Providing of food and drink; Provision of food and drink in restaurants; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Restaurants; Serving of food and drink/beverages; Wine bars	8 & 15 due: 5/24/17 Renewal due: 5/24/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-033- parent	HERAEA	SN: 85/615,048 Filed: 5/2/12	The ONE Group, LLC	(Class 25) Athletic shoes; Baseball caps; Bathrobes; Beach shoes; Bolo ties; Bow ties; Boxer shorts; Bras; Cap visors; Caps; Coats; Flip flops; Gloves; Halter tops; Hats; Head scarves; Headwear; Hooded sweat shirts; Jackets; Leather jackets; Leg-warmers; Leggings; Lingerie; Loungewear; Nightshirts; Pajama bottoms; Pajamas; Panties; Pants; Raincoats; Sandals; Scarves; Shirts; Shoes; Shorts; Skirts; Skorts; Skullies; Sleepwear; Slipper socks; Slippers; Sneakers; Socks; Sports coats; Sports bra; Sweat bands; Sweat pants; Sweat shirts; Sweat shorts; Sweat suits; Sweaters; T-shirts; Tank tops; Ties; Underwear; Wrist bands.	Notice of Allowance: 4/2/13 SOU, or 3 rd Ext., Due: 10/2/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-033-child	HERAEA	SN: 85/978,974 Filed: 5/2/12 RN: 4,344,289 Issued: 5/28/13	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs. (Class 43) Bar services; Cocktail lounge services; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises.	8 & 15 Due: 5/28/19 Renewal Due: 5/28/23
916-034	WHERE GIRLS GO TO PLAY	SN: 85/615,109 Filed: 5/2/12 RN: 4,339,908 Issued: 5/21/13	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs. (Class 43) Bar services; Cocktail lounge services; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises.	8 & 15 Due: 5/21/19 Renewal Due: 5/21/23

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-035	WHERE GIRLS PLAY HARD	SN: 85/615,123 Filed: 5/2/12	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs. (Class 43) Bar services; Café services; Cocktail lounge services; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises.	Abandoned.


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-036	XISHI	SN: 85/699,765 Filed: 8/9/12	The ONE Group, LLC	<p>(Class 25) Athletic shoes; Baseball caps; Beach shoes; Belts; Bottoms; Bow ties; Boxer shorts; Bras; Briefs; Briefs; Caps; Coats; Flip flops; Gloves; Gym shorts; Halter tops; Hats; Head scarves; Headwear; Hooded sweat shirts; Jackets; Leggings; Lingerie; Loungewear; Night shirts; Pajama bottoms; Pajamas; Panties; Pants; Rainwear; Sandal-clogs; Sandals; Sandals and beach shoes; Scarves; Shirts; Shoes; Shorts; Sleepwear; Slipper socks; Sneakers; Socks; Sports bras; Stockings; Suspenders; Sweat bands; Sweat pants; Sweat shirts; Sweat suits; Swimwear; T-shirts; Tank- tops; Ties; Tops; Underwear</p> <p>(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs</p> <p>(Class 43) Bar services; Cafe services; Cocktail lounge services; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises</p>	<p>Notice of Allowance: 4/2/13</p> <p>SOU, or 3rd Ext., Due: 10/2/14</p>

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-037	XI SHI	SN: 85/700,437 Filed: 8/10/12	The ONE Group, LLC	<p>(Class 25) Athletic shoes; Baseball caps; Beach shoes; Belts; Bottoms; Bow ties; Boxer shorts; Bras; Briefs; Briefs; Caps; Coats; Flip flops; Gloves; Gym shorts; Halter tops; Hats; Head scarves; Headwear; Hooded sweat shirts; Jackets; Leggings; Lingerie; Loungewear; Night shirts; Pajama bottoms; Pajamas; Panties; Pants; Rainwear; Sandal-clogs; Sandals; Sandals and beach shoes; Scarves; Shirts; Shoes; Shorts; Sleepwear; Slipper socks; Sneakers; Socks; Sports bras; Stockings; Suspenders; Sweat bands; Sweat pants; Sweat shirts; Sweat suits; Swimwear; T-shirts; Tank- tops; Ties; Tops; Underwear</p> <p>(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs</p> <p>(Class 43) Bar services; Cafe services; Cocktail lounge services; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises</p>	<p>Notice of Allowance: 4/2/13</p> <p>SOU, or 3rd Ext., Due: 10/2/14</p>

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-038	CUCINA ASELLINA	SN: 85/716,127 Filed: 8/29/12 RN: 4,323,998 Issued: 4/23/13	The ONE Group, LLC	(Class 43) Bar Services; Food preparation services; Providing of food and drink; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Wine bars	8 & 15 Due: 4/23/19 Renewal Due: 4/23/23

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-039	RHYTHM HOTEL	SN: 85/726,014 Filed: 9/11/12	The ONE Group, LLC	(Class 43) Hotel accommodation services; Hotel services; Residential hotel services; Spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa. (Class 44) Day spa services, namely, nail care, manicures, pedicures and nail enhancements; Health spa services for health and wellness of the body and spirit, namely, providing massage, facial and body treatment services, cosmetic body care services; Health spa services, namely, body wraps, mud treatments, seaweed treatments, hydrotherapy baths, and body scrubs. (Class 45) Hotel concierge services.	Notice of Allowance: 9/24/13 SOU, or 2 nd Ext., Due: 9/24/14
917-002	COCO DE VILLE	SN: 77/333,751 filed 11/20/07 RN: 3,658,860 Issued: 7/21/09	The ONE Group, LLC	(Class 41) Night clubs (Class 43) Restaurant and bar services; Restaurants; Cocktail lounges; Wine bars	8 & 15 due: 7/21/15 Renewal due: 7/21/19


ARGENTINA

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-AR	STK	SN: 3138339 Filed: 1/4/12 RN: 2568323	The ONE Group, LLC	(Class 43) Bar services and Restaurants	Registration Certificate Not issued yet Deadline to put mark in use: 05/13/18 Renewal due: 04/30/2023
915-004-AR	NOT YOUR DADDY'S STEAKHOUSE	SN: 3138340 Filed: 1/4/12 RN: 2568324	The ONE Group, LLC	(Class 43) Restaurants and bar services	Registration Certificate Not issued yet Deadline to put mark in use: 05/13/18 Renewal due: 05/13/2023
915-006-AR		SN: 3138341 Filed: 1/4/12 RN: 2568325	The ONE Group, LLC	(Class 43) Restaurants and bar services	Registration Certificate Not issued yet Deadline to put mark in use: 05/13/18 Renewal due: 05/13/2023

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-AR	REBEL BY STK	SN: Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending
915-069-AR	STK	SN: 3329626 Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending



BRAZIL

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-BR	STK	App. No. 904460550 Filed: 1/19/12	The ONE Group, LLC	(Class 43) Restaurants and bar services	Pending Published: 8/21/12
915-004-BR	NOT YOUR DADDY'S STEAKHOUSE	App. No. 904460657 Filed: 1/19/12	The ONE Group, LLC	(Class 43) Restaurants and bar services	Pending Published: 8/21/12

915-006-BR		App. No. 904460517 Filed: 1/19/12	The ONE Group, LLC (Class 43) Restaurants and bar services	Pending Published: 8/21/12
915-057-BR	REBEL BY STK	SN: Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC (Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending
915-069-BR	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC (Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending

CANADA

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-CA	STK	SN: 1269886 Filed: 8/18/05 RN: 722,923 Issued: 9/4/08	The ONE Group, LLC	Bar services; restaurants.	Renewal due: 9/4/23 Cancellation Proceeding by Gouverneur, Inc. Defeated. Appeal Pending.
915-003-CA2	STK	SN: 1601336 Filed: 11/06/12	The ONE Group, LLC	Bar and restaurant services; bar services; café and restaurant services; cafes; carry-out restaurants; cocktail lounge services; cocktail lounges; restaurants and take- out restaurant services. Bar services, restaurants	Opposition Filed by Gouverneur, Inc. Gouverneur's Statement of Opp. due 05/18/2014.
915-004-CA	NOT YOUR DADDY'S STEAKHOUSE	SN: 1340097 Filed: 3/20/07 RN: 759,226 Issued: 2/10/10	The ONE Group, LLC	Restaurant and bar services.	Deadline to put mark in use: 2/10/13 Renewal due: 2/10/25

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-CA2	NOT YOUR DADDY'S STEAKHOUSE	SN: 1,609,226 Filed: 01/09/13 RN: 879,645 Issued: 06/06/14	The ONE Group, LLC	Restaurant and bar services; bar services; café and restaurant services; cafes; carry-out restaurants; cocktail lounge services; cocktail lounges; restaurants and take- out restaurant services.	Deadline to put mark in use: 06/06/17 Renewal due: 06/06/29
915-006-CA		SN: 1394889 Filed: 5/8/08 RN: 764,265 Issued: 4/14/10	The ONE Group, LLC	Restaurant; bar services.	Deadline to put mark in use: 4/14/13 Renewal due: 4/14/25
915-006-CA2		SN: 1,609,228 Filed: 01/09/13 RN: 879,631 Issued: 06/06/14	The ONE Group, LLC	Bar and restaurant services; bar services; café and restaurant services; cafes; carry-out restaurants; cocktail lounge services; cocktail lounges; restaurants and take-out restaurant services.	Deadline to put mark in use: 06/06/17 Renewal due: 06/06/29
915-013-CA	STKOUT	SN: 1478619 Filed 05/03/10 Priority: 11/18/09	The ONE Group, LLC	Bar and restaurant services; Café and restaurant services; Carry-out restaurants; Cocktail lounge services; Cocktail lounges; Restaurants; Take-out restaurant services.	Opposed by Gouverneur, Inc. TOGRP's Evidence filed 05/20/2014.

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-015-CA	unmiSTKable	SN: 1487213 Filed: 6/30/10 Priority: 1/21/10	The ONE Group, LLC	Bar services; cafe and restaurant services; the operation of cafe-restaurants; the operation of cafes; restaurant and bar services; the operation of restaurants; take-out restaurant services.	Notice of Allowance: 9/21/12 3 rd Ext. to file Declaration of Use. Declaration of Use due: 12/30/14
915-032-CA		SN: 1558888 Filed: 1/6/12 Priority: 7/24/11	The ONE Group, LLC	(1) Cafe services, restaurant services; and, take-out restaurant services. (2) Bar services, cafe services, cocktail lounge services; restaurant services; and, take-out restaurant services.	Opposed by Gouverneur, Inc. TOGRP's Evidence due 07/13/2014.
915-057-CA	REBEL BY STK	SN: 1661765 Filed: 01/30/14 Priority: 08/14/13	The ONE Group, LLC	Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Examination.
915-063-CA	STK	SN: 1653383 Filed: 11/25/13	The ONE Group, LLC	Restaurant reservation services	Pending Examination.
915-069-CA	STK	SN: 1678383 Filed: 05/26/14 Priority: 03/24/14	The ONE Group, LLC	Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending.

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-014-CA	ICHI	SN:1,414,079 filed: 10/10/08	The ONE Group, LLC	Café –restaurant; Café- restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Abandoned
916-025-CA	ASELLINA	SN: 1539036 Filed: 8/9/11 RN: TMA852629 Issued: 6/6/13	The ONE Group, LLC	Bar and cocktail lounge services; bar and restaurant services; bar services; café and restaurant services; café services; cocktail lounge services; restaurant services; take out restaurant services; wine bar services.	Renewal Due: 6/6/28. Deadline to use mark in CA: 6/6/16.
	CUCINA ASELLINA	SN: 1612041 Filed: 1/30/13	The ONE Group, LLC	bar and cocktail lounge services; bar and restaurant services; bar services; cafe and restaurant services; cafe services; cocktail lounge services; restaurant services; take out restaurant services; wine bar services	Published: 5/21/14


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-039-CA	RHYTHM HOTEL	SN: 1614060 Filed: 2/13/13	The ONE Group, LLC	hotel accommodation services; hotel services; residential hotel services; spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa; day spa services, namely, nail care, manicures, pedicures and nail enhancements; health spa services for health and wellness of the body and spirit, namely, providing massage, facial and body treatment services, cosmetic body care services; health spa services, namely, body wraps, mud treatments, seaweed treatments, hydrotherapy baths, and body scrubs; and hotel concierge services	Response to Ex's 1 st Report filed 07/09/14



PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
	HERAEA	SN: 1578900 Filed: 5/23/12	The ONE Group, LLC	athletic shoes; baseball caps; bathrobes; beach shoes; bolo ties; bow ties; boxer shorts; bras; cap visors; caps; coats; flip flops; gloves; halter tops; hats; head scarves; headwear; hooded sweat shirts; jackets; leather jackets; leg-warmers; leggings; lingerie; loungewear; nightshirts; pajama bottoms; pajamas; panties; pants; raincoats; sandals; scarves; shirts; shoes; shorts; skirts; skorts; skullies; sleepwear; slipper socks; slippers; sneakers; socks; sport coats; sports bra; sweat bands; sweat pants; sweat shirts; sweat shorts; sweat suits; sweaters; T-shirts; tank tops; ties; underwear and wrist band arranging and conducting nightclub entertainment events; arranging and conducting nightclub parties; night clubs; bar services; cafe services; cocktail lounge services; restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises	Notice of Allowance: 7/19/13 Dec of Use Due: 5/23/15

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
	WHERE GIRLS GO TO PLAY	SN: 1578895 Filed: 5/23/12	The ONE Group, LLC	arranging and conducting nightclub entertainment events; arranging and conducting nightclub parties, night clubs, bar services, cafe services, cocktail lounge services; restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises	Notice of Allowance Issued: 5/17/13. Dec of Use Due: 5/23/15

EUROPE

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-CTM	STK	SN: 004599197 Filed: 09/01/06 RN: 004599197 Issued: 09/01/06	The ONE Group, LLC	(Class 41) Nightclubs (Class 43) Restaurant, bar, cafeteria, lounge and nightclub services	Renewal due: 08/16/15
915-004 CTM	Not Your Daddy's Steakhouse	SN: 005771803 Filed: 03/20/07 RN:005771803 Issued: 02/21/08	The ONE Group, LLC	(Class 43) Restaurants and bar Services	Deadline to put mark in use: 03/20/12 Renewal due: 03/20/17

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-006-CTM		SN: 006900674 Filed: 05/09/08 RN: 006900674 Issued: 02/16/09	The ONE Group, LLC	(Class 43) Restaurants; Bar Services	Deadline to put mark in use: 05/09/13 Renewal due: 05/09/18
915-013-CTM	STKOUT	SN: 009085085 Filed: 05/06/10 RN: 009085085 Issued: 10/19/10	The ONE Group, LLC	(Class 29) Foodstuffs prepared in the form of meals and snacks. (Class 30) Foodstuffs prepared in the form of meals and snacks. (Class 43) Bar, restaurant, cafe and cocktail lounge services; restaurants, cocktail lounges; take-out restaurant services; providing food and drink.	Deadline to put mark in use: 05/06/15 Renewal due: 05/06/20
915-015-CTM	unmiSTKable	SN: 009218091 Filed: 7/1/10 RN: 009218091 Issued: 12/13/10	The ONE Group, LLC	(Class 29) Foodstuffs prepared in the form of meals and snacks. (Class 30) Foodstuffs prepared in the form of meals and snacks. (Class 43) Bar services; cafe and restaurant services; cafe-restaurants; cafes; providing of food and drink; restaurant and bar services; restaurants; serving of food and drink/beverages; take-out restaurant services.	Deadline to put mark in use: 07/01/15 Renewal due: 07/01/20

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-032A-CTM		SN: 010548501 Filed: 1/9/12 RN: 010548501 Issued: 5/22/12	The ONE Group, LLC	(Class 29) Foodstuffs prepared in the form of meals and snacks (Class 30) Foodstuffs prepared in the form of meals and snacks (Class 43) Bar and cocktail lounge services; bar and restaurant services; bar services; café and restaurant services; café-restaurants; cafes; carry-out restaurants; cocktail lounge services; cocktail lounges; providing of food and drink; provision of food and drink in restaurants; restaurant services; restaurants; take-out restaurant services.	Deadline to put mark in use: 01/09/17 Renewal due: 01/09/22
915-032B-CTM		SN: 010548469 Filed: 01/09/12 RN: 01054869 Issued: 05/28/12	The ONE Group, LLC	(Class 29) Foodstuffs prepared in the form of meals and snacks (Class 30) Foodstuffs prepared in the form of meals and snacks (Class 43) Bar and cocktail lounge services; bar and restaurant services; bar services; café and restaurant services; café-restaurants; cafes; carry-out restaurants; cocktail lounge services; cocktail lounges; providing of food and drink; provision of food and drink in restaurants; restaurant services; restaurants; take-out restaurant services.	Renewal due: 01/09/22 Deadline to put mark in use: 01/09/2017

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-CTM	REBEL BY STK	SN: 012541405 Filed: 01/28/14 Priority: 08/14/13 RN: 012541405 Issued: 06/23/14	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; bar and restaurant services; cafe services; cafes; cocktail lounge services; cocktail lounges; restaurant services; restaurant services, namely providing of food and beverage for consumption on and off the premises.	Deadline to put mark into use: 01/28/19 Renewal due: 01/28/2024
915-069-CTM	STK	SN: 012913521 Filed: 05/27/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending.
916-014-CTM	ICHI	SN: 007302755 Filed: 10/09/08 RN: 0073022755 Issued: 06/13/09	The ONE Group, LLC	(Class 41) Night clubs (Class 43) Cafe and restaurant services; cafe-restaurants; restaurant, bar and catering services; restaurants; cafes; cocktail lounges; wine bars; bar services.	Deadline to put mark in use: 06/13/14 Renewal due: 10/09/18
916-018-CTM	ONE ROCKS	SN: 008599871 Filed: 10/07/09 RN: 008599871 Issued: 03/01/10	The ONE Group, LLC	(Class 41) Nightclubs (Class 43) Restaurant, bar, cafeteria, lounge and nightclub services	Deadline to put mark in use: 10/07/14 Renewal due: 10/07/19

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-025-CTM	ASELLINA	SN: 010023331 Filed: 06/06/11 RN: 010023331 Issued: 11/07/11	The ONE Group, LLC	(Class 29) Food stuffs prepared in the form of meals and snacks. (Class 30) Food stuffs prepared in the form of meals and snacks. (Class 43) Bar and cocktail lounge services; Bar and restaurant services; Bar services; Café and restaurant services; Cafes; Cocktail lounges; Food preparation services; Providing of Food and Drink; Provision of Food and Drink in restaurants; Restaurant services, namely, providing of food and beverages for consumption on and off premises; Restaurants; Serving of food and drink/beverages; Wine bars.	Deadline to put mark in use: 06/06/16 Renewal due: 6/6/21
916-031-CTM	TWENTY33	RN: 009615188 Filed: 12/21/10 Issued: 05/27/11	The ONE Group, LLC	(Class 41) Night clubs (Class 43) Cafe and restaurant services; Cafe-restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Deadline to put mark in use: 12/21/15 Renewal due: 12/21/20


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-033-CTM	HERAEA	App. No. 010907831 Filed: 5/23/12 Int'l Reg. No. 010907831 Reg. Date: 5/23/12	The ONE Group, LLC	(Class 25) Athletic shoes; Baseball caps; Bathrobes; Beach shoes; Bolo ties; Bow ties; Boxer shorts; Bras; Cap visors; Caps; Coats; Flip flops; Gloves; Halter tops; Hats; Head scarves; Headwear; Hooded sweat shirts; Jackets; Leather jackets; Leg-warmers; Leggings; Lingerie; Loungewear; Nightshirts; Pajama bottoms; Pajamas; Panties; Pants; Raincoats; Sandals; Scarves; Shirts; Shoes; Shorts; Skirts; Skorts; Skullies; Sleepwear; Slipper socks; Slippers; Sneakers; Socks; Sports coats; Sports bra; Sweat bands; Sweat pants; Sweat shirts; Sweat shorts; Sweat suits; Sweaters; T- shirts; Tank tops; Ties; Underwear; Wrist bands (Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs. (Class 43) Bar services; Café services; Cocktail lounge services; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises.	Deadline to put mark into use: 5/23/17 Renewal due: 5/23/22

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-034-CTM	WHERE GIRLS GO TO PLAY	App. No.: 010907632 Filed: 5/23/12 Int'l Reg. No. 010907632 Reg. Date: 5/23/12	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs. (Class 43) Bar services; Café services; Cocktail lounge services; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises.	Deadline to put mark into use: 5/23/17 Renewal due: 5/23/22

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-036-CTM	XISHI	SN: 011466968 Filed: 01/04/13 RN: 011466968 Issued: 05/16/13	The ONE Group, LLC	(Class 25) Athletic shoes; baseball caps; beach shoes; belts; bottoms; bow ties; boxer shorts; bras; briefs; caps; coats; flip flops; gloves; gym shorts; halter tops; hats; head scarves; headwear; hooded sweat shirts; jackets; leggings; lingerie; loungewear; night shirts; pyjama bottoms; pyjamas; panties; pants; rainwear; sandal-clogs; sandals; sandals and beach shoes; scarves; shirts; shoes; shorts; sleepwear; slipper socks; sneakers; socks; sports bras; stockings; suspenders; sweat bands; sweat pants; sweat shirts; sweat suits; swimwear; T-shirts; tank-tops; ties; tops; underwear. (Class 41) Arranging and conducting nightclub entertainment events; arranging and conducting nightclub parties; night clubs. (Class 43) Bar services; cafe services; cocktail lounge services; restaurant services; restaurant services, including sit-down service of food and take-out restaurant services; restaurant services, namely, providing of food and beverages for consumption on and off the premises.	Deadline to put mark into use: 01/04/18 Renewal due: 01/04/23

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-038-CTM	CUSINA ASELLINA	SN: 011152774 Filed: 8/30/12 RN: 011152774 Issued: 1/9/13	The ONE Group, LLC	(Class 43) Bar Services; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Wine bars	Deadline to put mark into use: 08/30/17 Renewal Due: 8/30/22
916-039-CTM	RHYTHM HOTEL	SN: 011574522 Filed: 02/14/13 RN: 011574522 Issued: 07/10/13	The ONE Group, LLC	(Class 43) Hotel accommodation services; hotel services; residential hotel services; spa services, namely, providing temporary accommodation and meals to clients of a health or beauty spa. (Class 44) Day spa services, namely, nail care, manicures, pedicures and nail enhancements; health spa services for health and wellness of the body and spirit, namely, providing massage, facial and body treatment services, cosmetic body care services; health spa services, namely, body wraps, mud treatments, seaweed treatments, hydrotherapy baths and body scrubs. (Class 45) Hotel concierge services.	Deadline to put mark into use: 02/14/18 Renewal due: 02/14/23


GUERNSEY

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-GG	STK	SN: 354023 Filed: 04/26/11 RN: GGGT7438	The ONE Group, LLC	(Class 41) Nightclubs (Class 43) Restaurant, bar, cafeteria, lounge and nightclub services	Deadline to put mark in use: 04/26/16 Renewal due: 04/26/21
915-004-GG	Not Your Daddy's Steakhouse	SN: 354026 Filed: 04/26/11 RN: GGGT7454	The ONE Group, LLC	(Class 43) Restaurant; Bar Services	Deadline to put mark in use: 04/26/16 Renewal due: 04/26/21
915-006-GG		SN: 354028 Filed: 04/26/11 RN: GGGT7455	The ONE Group, LLC	(Class 43) Restaurants, Bar services	Deadline to put mark in use: 04/26/16 Renewal due: 04/26/21
915-057-GG	REBEL BY STK	SN: 525226 Filed: 01/30/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Published: 02/10/14


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-GG	STK	SN: 538215 Filed: 05/28/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending.

HONG KONG


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-HK	STK	SN: 302583900 Filed: 4/19/13 RN: 302583900 Issued: 04/19/13	The ONE Group, LLC	(Class 43) Bar services; Cafe services; Cocktail lounge services; Restaurants; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Renewal Due: 04/18/23
915-004-HK	NOT YOUR DADDY'S STEAKHOUSE	SN: 302604078 Filed: 5/10/13 RN: 302604078 Issued: 05/10/13	The ONE Group, LLC	(Class 43) Bar services; Cafe services; Cocktail lounge services; Restaurants; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Renewal Due: 05/09/23

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-006-HK		SN: 302604069 Filed: 5/10/13 RN: 302604069 Issued: 5/10/13	The ONE Group, LLC	(Class 43) Bar services; Cafe services; Cocktail lounge services; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Renewal Due: 05/09/23
915-057-HK	REBEL BY STK	SN: 302881765 Filed: 01/28/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Published: 04/04/14
915-069-HK	STK	SN: 303017015 Filed: 06/03/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending.


MEXICO

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-MX	STK	Appl. No. 1149306 Filed: 1/21/11 RN: 1219788 Issued: 5/30/11	The ONE Group, LLC	(Class 43) Bar services; restaurant services.	Deadline to put mark in use: 5/30/14 Renewal due: 1/21/21
915-004-MX	Not Your Daddy's Steakhouse	Appl. No. 1149305 Filed: 1/21/11 RN: 1219787 Issued: 5/30/11	The ONE Group, LLC	(Class 43) Bar services; restaurant services.	Date of Grant: 5/30/11 Deadline to put mark in use: 5/30/14 Renewal due: 1/21/21
915-006-MX		Appl. No. 1149308 Filed: 1/21/11 RN: 1220858 Issued: 5/30/11	The ONE Group, LLC	(Class 43) Restaurant and bar services.	Deadline to put mark in use: 6/3/14 Renewal due: 1/21/21

NEW ZEALAND


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-NZ	STK	SN: 839761 Filed: 04/05/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Abandoned
915-003-NZ2	STK	SN: 974856 Filed: 03/28/13	The ONE Group, LLC	(Class 043) Restaurant and bar services.	Pending
915-004-NZ	NOT YOUR DADDY'S STEAKHOUSE	SN: 839762 Filed: 04/05/11 Issued: 04/05/11	The ONE Group, LLC	(Class 43) Restaurant and bar services	Deadline to put mark in use: 04/05/14 Renewal due: 04/05/21
915-006-NZ		Appl. No. 839763 Filed: 4/5/11	The ONE Group, LLC	(Class 43) Restaurant and bar services	Deadline to put mark in use: 4/5/14 Renewal due: 4/5/21

RUSSIA

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-032-RU		SN: 2013700465 Filed: 1/11/13	The ONE Group, LLC	(Class 43) Bar services; restaurants	Reg. Fee paid April, 2014. Awaiting Cert.

SOUTH AFRICA

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-ZA	STK	RN: 2009/15863 Filed: 8/19/09	The ONE Group, LLC	(Class 043) Services for providing food and drink; temporary accommodation; restaurants; bars; cafes; cocktail lounges; wine bars; spa services, including providing temporary accommodation and meals to clients of a health or beauty spa; hotels.	Deadline to put mark in use: 8/15/16 Renewal due: 8/19/19


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-ZA	NOT YOUR DADDY'S STEAKHOUSE	RN: 2009/15864 Filed: 8/19/09	The ONE Group, LLC	(Class 043) Services for providing food and drink; temporary accommodation; restaurants; bars; cafes; cocktail lounges; wine bars; spa services, including providing temporary accommodation and meals to clients of a health or beauty spa; hotels.	Deadline to put mark in use: 8/15/16 Renewal due: 8/19/19
915-006-ZA		RN: 2009/15866 Filed: 8/19/09	The ONE Group, LLC	(Class 43) Café-restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Deadline to put mark in use: 8/22/16 Renewal due: 8/19/19
915-057-ZA	REBEL BY STK	SN: Filed: 01/ /14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending
915-069-ZA	STK	SN: 2014/13096 Filed: 05/26/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending.

THAILAND


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-TH	STK	SN: 884636 Filed: 03/08/13	The ONE Group, LLC	(Class 043) Bar services; Restaurants.	Pending

UNITED ARAB EMIRATES

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-AE	STK	SN: 155544 Filed: 4/11/11 RN: 155544 Issued: 09/05/13	The ONE Group, LLC	(Class 43) Restaurant services and services for providing food and drink; temporary accommodation.	Renewal due: 04/11/21
915-004-AE	NOT YOUR DADDY'S STEAKHOUSE	SN: 155545 Filed: 4/11/11	The ONE Group, LLC	(Class 43) Restaurant services and services for providing food and drink; temporary accommodation.	Pending Renewal due: 04/11/2021

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-006-AE		SN: 1074818 Filed: 4/11/11	The ONE Group, LLC	(Class 43) Restaurant services and services for providing food and drink; temporary accommodation.	Refusal issued based upon immoral material. Response being prepared and filed.
915-057-AE	REBEL BY STK	SN: Filed: 01/ /14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Cocktail lounge services; Cafe services; Cafes; Cocktail lounges; Restaurants; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending
915-069-AE	STK	SN: 212458 Filed: 06/02/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Education; providing of training; entertainment; sporting and cultural activities.	Pending Renewal due: 06/02/24
916-025-AE	ASELLINA	SN: 158773 Filed: 6/19/11	The ONE Group, LLC	Restaurant services; Café and restaurant services; Cafes; Food preparation services; Providing of food and drink; Provision of food and drink in restaurants; Restaurant services; namely providing of food and beverages for consumption on and off the premises; Restaurants; Serving of food and drink/beverages.	Awaiting registration or other notice from IB. Renewal due: 6/19/21


MADRID PROTOCOL (INTERNATIONAL REGISTRATION)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-MAD	STK	RN: 1074024 Filed: 4/4/11 Issued: 4/4/11 Designated: AU, CN, CU, IL, JP, NO, KR, RU, SG, CH, TR, UA	The ONE Group, LLC	(Class 43) Restaurants; bar services	Renewal due: 4/4/21
915-004-MAD	NOT YOUR DADDY'S STEAKHOUSE	RN: 1075410 Filed: 4/11/11 Issued: 4/11/11 Designated: AU, CN, CU, IL, JP, NO, KR, RU, SG, CH, TR, UA	The ONE Group, LLC	(Class 43) Restaurant and bar services	Renewal due: 4/11/21
915-006-MAD		RN: 1074818 Filed: 4/4/11 Issued: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-MAD	REBEL BY STK	RN: 1197026 Filed: 01/27/14 Priority: 08/14/13 Designated: AU, CN, CU IL, JP, MX, NZ, NO, KR, RU, SM, SG, CH, TR, UK	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Renewal due: 01/27/24
915-069-MAD	STK	RN: 1206178 Filed: 05/05/14 Priority: 03/24/14 Designated: AU, CN, CU, IL, JP, MX, NO, RU, SG, KR, CH, TR, UA, NZ, SM	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs	Renewal due: 05/05/24
916-025-MAD	ASELLINA	RN: 1082096 Filed: 6/6/11	The ONE Group, LLC	Bar and cocktail lounge services; Bar and restaurant services; Bar services; Café and restaurant services; Cafes; Cocktail lounges; Food preparation services; Providing of food and drink; Provision of food and drink in restaurants; Restaurant services; namely providing of food and beverages for consumption on and off the premises; Restaurants; Serving of food and drink/beverages; Wine bars.	Renewal due: 6/6/21


AUSTRALIA (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-AU	STK	Int'l Reg. No: 1074024 Filed: 4/4/11 AU TM No. 1423409	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Grant of Protection: 12/8/11 Deadline to put mark in use: 12/8/14 Renewal due: 4/4/21
915-004-AU	NOT YOUR DADDY'S STEAKHOUSE	Int'l Reg. No: 1075410 Filed: 4/11/11 AU TM No. 1426828	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 12/8/11 Deadline to put mark in use: 12/8/14 Renewal due: 4/11/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-006-AU		Int'l Reg. No. 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 12/8/11 Deadline to put mark in use: 12/8/14 Renewal due 4/4/21
915-057-AU	REBEL BY STK	Int'l Reg. No. 1197026 Filed: 01/27/14 Priority: 08/14/13 AU TM No. 1615056	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Grant of Protection: 11/07/14 Deadline to put mark in use: 01/27/17 Vulnerable to removal of non-use: 01/27/19 Renewal due: 01/27/24
915-069-AU	STK	Int'l Reg. No. 1206178 Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending


CHINA (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-CN	STK	Int'l RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Cancellation against blocking STK Reg. successful on 10/24/13. Awaiting new review by examiner. Grant of Protection Decision: 11/11/13 Deadline to put mark in use: 12/19/16 Renewal due: 04/04/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-CN	NOT YOUR DADDY'S STEAKHOUSE	Int'l RN: 1075410 Filed: 4/11/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 12/12/11 Deadline to put mark in use: 12/12/14 Renewal due: 4/11/21
915-006-CN		Int'l RN: 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 10/24/11 Deadline to put mark in use: 10/24/14 Renewal due: 4/4/21
915-057-CN	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-CN	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.
916-025-CN	ASELLINA	SN: 1082096 Filed: 6/6/11	The ONE Group, LLC	Bar and cocktail lounge services; Bar and restaurant services; Bar services; Café and restaurant services; Cafes; Cocktail lounges; Food preparation services; Providing of food and drink; Provision of food and drink in restaurants; Restaurant services; namely providing of food and beverages for consumption on and off the premises; Restaurants; Serving of food and drink/beverages; Wine bars.	Statement of Grant of Protection: 12/19/2011 Deadline to put mark in use: 12/19/14 Renewal due: 6/6/21


CUBA (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-CU	STK	Int'l RN: 1074024 Filed: 04/04/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	2 nd Part of Fee paid 4/30/12 Deadline to put mark in use: 04/19/15 Renewal due: 04/04/21
915-004-CU	NOT YOUR DADDY'S STEAKHOUSE	Int'l RN: 1075410 Filed: 04/11/11	The ONE Group, LLC	(Class 43) Restaurants and bar services	Statement of Grant: 04/19/12 Deadline to put mark in use: 04/19/15 Renewal due: 04/11/21
915-006-CU		Int'l RN: 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Statement of Grant issued: 5/9/12 Deadline to put mark in use: 5/9/15 Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-CU	REBEL STK	BY Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-CU	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

ISRAEL (Under Madrid)


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-IL	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services; Restaurants	Statement of Grant: 7/2/12 Deadline to put mark in use: 7/2/15 Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-IL	NOT YOUR DADDY'S STEAKHOUSE	Reg. No. 1075410 Filed: 4/11/11	The ONE Group, LLC	(Class 43) Restaurant and bar services	Statement of Grant of Protection: 9/3/12 Deadline to put mark in use: 9/3/2015 Renewal due: 4/11/21
915-006-IL		Int'l RN: 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Statement of Grant of Protection: 6/4/12 Deadline to put mark in use: 6/4/15 Renewal due: 4/4/21
915-057-IL	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-IL	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

JAPAN (Under Madrid)


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-JP	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Grant of Protection: 10/27/11 Deadline to put mark in use: 10/27/14 Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-JP	NOT YOUR DADDY'S STEAKHOUSE	Reg. No. 1075410 Filed: 4/11/11	The ONE Group, LLC	(Class 43) Restaurant and bar services	Grant of Protection: 11/10/11 Deadline to put mark in use: 11/10/14 Renewal due: 4/11/21
915-006-JP		Reg. No. 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 11/2/11 Deadline to put mark in use: 11/2/14 Renewal due: 4/4/21
915-057-JP	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-JP	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

KOREA (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-KR	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Grant of Protection: 1/11/12 Deadline to put mark in use: 1/11/15 Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-KR	NOT YOUR DADDY'S STEAKHOUSE	Reg. No. 1075410 Filed: 4/11/11	The ONE Group, LLC	(Class 43) Restaurant and bar services	Grant of Protection: 2/14/12 Deadline to put mark in use: 2/14/15 Renewal due: 4/11/21
915-006-KR		Reg. No. 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 1/16/12 Deadline to put mark in use: 1/6/15 Renewal due: 4/4/21
915-057-KR	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-KR	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.


MEXICO (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-MX	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-MX	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

NEW ZEALAND (Under Madrid)

PGC NO.	MARK		APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-NZ	REBEL STK	BY	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Completion of Ex Officio Examination, dated 04/28/2014 Renewal due: 01/27/24
915-069-NZ	STK		Int'l RN: 1206178 Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Completion of Ex Officio Examination, dated 07/10/14 Renewal due: 05/05/24


NORWAY (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-NO	STK	Int'l RN: 1074024 Filed: 04/04/11	The ONE Group, LLC	(Class 43) Bar services; restaurants	Grant of Protection: 12/09/11 Deadline to put mark in use: 12/09/2016 Renewal due: 04/04/21
915-004-NO	NOT YOUR DADDY'S STEAKHOUSE	Int'l RN: 1075410 Filed: 04/11/11	The ONE Group, LLC	(Class 43) Restaurant and bar services	Grant of Protection: 2/10/12 Deadline to put mark in use: 2/10/17 Renewal due: 4/11/21
915-006-NO		Reg. No. 1074818 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Restaurant; bar services	End of 18 mo. Opp. Prd.: 3/5/13 Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-NO	REBEL STK	BY Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-NO	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

RUSSIA (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-RU	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Abandoned


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-RU	NOT YOUR DADDY'S STEAKHOUSE	Reg. No. 1075410 Filed: 4/11/2011	The ONE Group, LLC	(Class 43) Restaurant and bar services	Grant of Protection: 8/20/12 Deadline to put mark to use: 8/20/15 Renewal due: 4/11/21
915-006-RU		Reg. No. 1074818 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 2/29/12 Deadline to put mark in use: 2/28/15 Renewal due 4/4/21
915-057-RU	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-RU	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

SAN MARINO (Under Madrid)


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-SM	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-SM	STK	Int'l RN: Filed: 05/05/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs	Pending Examination of Int'l App.

SINGAPORE (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-SG	STK	Int'l RN: 1074024 Filed: 4/4/11 SG TM No. T1105980D	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Deadline to put mark in use: 7/14/16 Renewal due: 4/4/21
915-004-SG	NOT YOUR DADDY'S STEAKHOUSE	Int'l RN: 1075410 Filed: 4/11/2011 SG TM No. T1110105C	The ONE Group, LLC	(Class 43) Restaurant and bar services	Deadline to put mark in use: 6/21/17 Renewal due: 4/11/21
915-006-SG		Reg. No. 1074818 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Restaurants; bar services	Deadline to put mark in use: 8/25/16 Renewal due: 4/4/21
915-057-SG	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-SG	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.


SWITZERLAND (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-CH	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Deadline to put mark in use: 4/4/16 Renewal due: 4/4/21
915-004-CH	NOT YOUR DADDY'S STEAKHOUSE	RN: 1075410 Filed: 4/11/2011	The ONE Group, LLC	(Class 43) Restaurant and bar services	Deadline to put mark in use: 4/11/16 Renewal due: 4/11/21
915-006-CH		Reg. No. 1074818 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Restaurants; bar services	Deadline to put mark in use: 4/4/16 Renewal due 4/4/21


PGC NO.	MARK		APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-CH	REBEL STK	BY	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-CH	STK		SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

TURKEY (Under Madrid)

PGC NO.	MARK		APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-TR	STK		RN: 1074024 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Bar services, Restaurants	End of 18 mo. Opp. Prd. : 2/12/13 Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-004-TR	NOT YOUR DADDY'S STEAKHOUSE	Reg. No. 1075410 Filed: 4/11/2011	The ONE Group, LLC	(Class 43) Restaurant and bar services	End of 18 mo. Opp. Prd. :3/12/13 Renewal due: 4/11/21
915-006-TR		Reg. No. 1074818 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Restaurants; bar services	End of 18 mo. Opp. Prd.: 3/12/13 Renewal due: 4/4/21
915-057-TR	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-TR	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

UKRAINE (Under Madrid)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-UA	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Statement of Grant of Protection issued: 3/29/12 Deadline to put mark in use: 3/29/15 Renewal due: 4/4/21
915-004-UA	NOT YOUR DADDY'S STEAKHOUSE	Reg. No. 1075410 Filed: 4/11/2011	The ONE Group, LLC	(Class 43) Restaurant and bar services	Statement of Grant: 4/23/12 Deadline to put mark in use: 4/23/15 Renewal due: 4/11/21
915-006-UA		Reg. No. 1074818 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Restaurants; bar services	Statement of Grant: 5/7/12 Deadline to put mark in use: 5/7/15 Renewal due 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-UA	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Pending Renewal due: 01/27/24
915-069-UA	STK	SN: Filed: 05/05/14 Priority: 03/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending Examination of Int'l App.

GRANT OF SECURITY INTEREST (TRADEMARKS)

Dated: August 6, 2014

The undersigned, **THE ONE GROUP, LLC**, a Delaware limited liability company (the "Grantor"), is obligated to **HERALD NATIONAL BANK** (the "Secured Party") under the Credit Agreement, dated as of October 31, 2011 (as heretofore amended and as it may be further amended, restated, supplemented or otherwise modified from time to time), by and among the Grantor, One 29 Park Management, LLC, STK-LAS Vegas, LLC, STK Atlanta, LLC, CA Aldwych Limited, HIP Hospitality Limited, STK Chicago LLC, STK-LA, LLC, STK Miami, LLC, STK Miami Service, LLC, STK Midtown Holdings, LLC, STK Midtown, LLC, STK Orlando LLC, T.O.G. (Aldwych) Limited, T.O.G. (UK) Limited, TOG Biscayne, LLC, and WSATOG (Miami) LLC (collectively, the "Borrowers"), and the Secured Party, and pursuant to which the Borrowers have entered into a certain Amended and Restated Security Agreement, dated August 6, 2014, effective as of June 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrowers and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the present and future right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with 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 (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 623 Fifth Avenue, New York, New York 10022.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the date first set forth above.

THE ONE GROUP, LLC

By: /s/ Samuel Goldfinger

Name: Samuel Goldfinger

Title: Chief Financial Officer

Signature Page to Grant of Security Interest (Trademarks)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 6th day of August in the year 2014 before me, the undersigned, personally appeared Samuel Goldfinger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/s/ Sonia Low
Notary Public

My Commission Expires:

August 9, 2014

Schedule 1
to
Grant of Security Interest (Trademarks)
by The ONE Group, LLC
Dated as of August 6, 2014


U.S. Federal Trademark Registrations



PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
484-006	THE ONE NEW YORK	SN: 78/528,391 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) Hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
484-007	THE ONE NEW ORLEANS	SN: 78/528,405 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14
484-008	THE ONE LAS VEGAS	SN:78/528,408 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) Hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-053 (previously 484-009)	THE ONE CHICAGO	SN: 78/528,416 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; resort lodging services; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Notice of Allowance: 5/20/14 SOU or Ext. due: 11/20/14
484-010	THE ONE LOS ANGELES	SN: 78/528,424 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
484-011	THE ONE GROUP	SN: 78/528,430 filed 12/7/04	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 3/06/14, despite submission of Segal Aff'd 2/15/14
484-018	THE ONE MIAMI	SN:78/663,799 Filed 7/5/05	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/07 (still suspended as of 4/9/13)

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
484-019	THE ONE ATLANTIC CITY	SN:78/663,803 Filed 7/5/05	THE ONE GROUP, LLC	(Class 43) hotels, restaurants, cafes, bar services, cocktail lounges, resort hotels; health resort services, namely, providing food and lodging that specialize in promoting patrons' general health and well-being; and spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.	Suspended on 7/27/05. Still suspended as of 4/23/14, despite submission of Segal Aff'd 2/15/14
915-002	STK	SN:78/691,571 Filed 8/2/05 RN: 3188230 Issued: 12/19/06	THE ONE GROUP, LLC	(Class 43) Bar services; Restaurants.	8 & 9 due: 12/19/16
915-004	Not Your Daddy's Steakhouse	SN: 77/003,892 Filed 9/21/06 RN:3,267,266 Issued: 7/24/07	The ONE Group, LLC	(Class 43) Restaurant and bar services.	8 & 9 due: 7/24/17
915-006		SN: 77/239,608 Filed 7/26/07 RN: 3,381,619 Issued: 2/12/08	The ONE Group, LLC	(Class 43) Restaurants; Bar services	8 & 9 due: 2/12/18

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-013	STKOUT	SN: 77/875,804 Filed: 11/18/09	The ONE Group, LLC	(Class 43) Cafe and restaurant services; Cafe-restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Abandoned
915-015	UNMISTKABLE	SN: 77/917,096 Filed: 1/21/10 RN: 4,080,591 Issued: 1/3/12	The ONE Group, LLC	(Class 43) Bar services; Cafe and restaurant services; Cafe-restaurants; Cafes; Providing of food and drink; Restaurant and bar services; Restaurants; Serving of food and drink/beverages; Take-out restaurant services	8&15 due: 1/3/18 Renewal due: 1/3/22
915-032		SN: 85/379,387 Filed: 7/24/11 RN: 4,208,788 Issued: 9/18/12	The ONE Group, LLC	(Class 43) Cafe and restaurant services; Cafe-restaurants; Cafes; Carry-out restaurants; Providing of food and drink; Provision of food and drink in restaurants; Restaurant services; Restaurants; Take-out restaurant services	8 & 15 due: 9/18/18 Renewal 8 & 9 due: 9/18/22
915-032-CHLD		SN: 85/976,398 Filed: 7/24/11	The ONE Group, LLC	(Class 43) Bar services	Abandoned.

PGC NO.	MARK	APPLICATION/ REGISTRATION	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR	STATUS
		NO.		SERVICES	
915-036		SN: 85/451,863 Filed: 10/20/11	The ONE Group, LLC	(Class 43) Bar services	Abandoned.
	[STK OUT – A GIRL’S GOTTA EAT]				
915-036- CHLD		SN: 85/976,492 Filed: 10/20/11	The ONE Group, LLC	(Class 43) Café services; Providing of food and drink; Restaurant services; Restaurant services, including sit-down of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Serving food and drinks; Take-out restaurant services.	8 & 15 due: 10/30/18 Renewal 8 & 9 due: 10/30/22
	[STK OUT – A GIRL’S GOTTA EAT]	RN: 4,234,247 Issued: 10/30/12			

APPLICATION/ REGISTRATION			(CLASS) GOODS AND/OR		
PGC NO.	MARK	NO.	APPLICANT/REGISTRANT	SERVICES	STATUS
915-038	STK REBEL	SN: 85/500,193 Filed: 12/20/11	The ONE Group, LLC	(Class 43) Bar services; Cafe services; Cocktail lounge services; Providing of food and drink; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Take-out restaurant services	Notice of Allowance: 7/17/12 Statement of Use, or 5 th Ext, due: 1/17/15
915-057	REBEL BY STK	SN: 86/038,226 Filed: 8/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail lounge services; Cocktail lounges; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Notice of Allowance: 3/11/14 Statement of Use, or 1 st Ext, due: 9/11/14
915-069	STK	SN: 86/229,587 Filed: 3/24/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Pending. Published on 07/15/14

APPLICATION/ REGISTRATION			(CLASS) GOODS AND/OR SERVICES		STATUS
PGC NO.	MARK	NO.	APPLICANT/REGISTRANT		
915-071	MAGNUM MONDAYS	SN: 86/320,170 Filed: 06/25/14	The ONE Group, LLC	(Class 35) Arranging and conducting special events for business purposes; Arranging and conducting special events for commercial, promotional or advertising purposes; Special event planning for business purposes; Special event planning for commercial, promotional or advertising purposes. (Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Arranging and conducting special events for social entertainment purposes; Night clubs; Special event planning for social entertainment purposes. (Class 43) Bar services; Café and restaurant services; Cocktail lounge services; Providing of food and drink; Restaurant services; Serving food and drinks.	Pending.

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-011	BAGATELLE	SN: 77/333,759 Filed: 11/20/07 RN: 3,595,950 Issued: 3/24/09	The ONE Group, LLC	(Class 41) Night Clubs (Class 43) Restaurant and Bar Services; Restaurants; Wine Bars; Cocktail Lounges.	Registered 8 & 15 Due: 3/24/15 Renewal Due: 3/24/19
916-014	ICHI	SN: 77/444,715 Filed 4/10/08	The ONE Group, LLC	(Class 41) Night clubs (Class 43) Café and restaurant services; Café- restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Abandoned
916-018	ONE ROCKS	SN: 77/711,156 Filed: 4/9/09	The ONE Group, LLC	(Class 41) Night clubs (Class 43) Cocktail lounges; restaurant and bar services; restaurants; wine bars.	Suspended 1/6/10 Still suspended as of 1/24/14

PGC NO. MARK		APPLICATION/ REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-024	YI	SN: 77/840,881 Filed: 10/4/09	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Bar services; Cafe and restaurant services; Cafes; Cocktail lounges; Food preparation services; Preparation of food and beverages; Providing of food and drink; Provision of food and drink in restaurants; Restaurant; Restaurant services, namely, providing of food and beverages for consumption on and off the premises; Restaurants; Serving of food and drink/beverages	Abandoned

APPLICATION/ REGISTRATION			(CLASS) GOODS AND/OR		
PGC NO.	MARK	NO.	APPLICANT/REGISTRANT	SERVICES	STATUS
916-033- parent	HERAEA	SN: 85/615,048 Filed: 5/2/12	The ONE Group, LLC	(Class 25) Athletic shoes; Baseball caps; Bathrobes; Beach shoes; Bolo ties; Bow ties; Boxer shorts; Bras; Cap visors; Caps; Coats; Flip flops; Gloves; Halter tops; Hats; Head scarves; Headwear; Hooded sweat shirts; Jackets; Leather jackets; Leg-warmers; Leggings; Lingerie; Loungewear; Nightshirts; Pajama bottoms; Pajamas; Panties; Pants; Raincoats; Sandals; Scarves; Shirts; Shoes; Shorts; Skirts; Skorts; Skullies; Sleepwear; Slipper socks; Slippers; Sneakers; Socks; Sports coats; Sports bra; Sweat bands; Sweat pants; Sweat shirts; Sweat shorts; Sweat suits; Sweaters; T-shirts; Tank tops; Ties; Underwear; Wrist bands.	Notice of Allowance: 4/2/13 SOU, or 3 rd Ext., Due: 10/2/14

APPLICATION/ REGISTRATION			(CLASS) GOODS AND/OR		
PGC NO.	MARK	NO.	APPLICANT/REGISTRANT	SERVICES	STATUS
916-033- child	HERAEA	SN: 85/978,974 Filed: 5/2/12	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	8 & 15 Due: 5/28/19
		RN: 4,344,289 Issued: 5/28/13		(Class 43) Bar services; Cocktail lounge services; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises.	Renewal Due: 5/28/23
916-034	WHERE GIRLS GO TO PLAY	SN: 85/615,109 Filed: 5/2/12	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	8 & 15 Due: 5/21/19
		RN: 4,339,908 Issued: 5/21/13		(Class 43) Bar services; Cocktail lounge services; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises.	Renewal Due: 5/21/23

APPLICATION/ REGISTRATION			(CLASS) GOODS AND/OR SERVICES		STATUS
PGC NO.	MARK	NO.	APPLICANT/REGISTRANT		
916-035	WHERE GIRLS PLAY HARD	SN: 85/615,123 Filed: 5/2/12	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs. (Class 43) Bar services; Café services; Cocktail lounge services; Restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises.	Abandoned.

		APPLICATION/ REGISTRATION	(CLASS) GOODS AND/OR		
PGC NO.	MARK	NO.	APPLICANT/REGISTRANT	SERVICES	STATUS
916-036	XISHI	SN: 85/699,765 Filed: 8/9/12	The ONE Group, LLC	(Class 25) Athletic shoes; Baseball caps; Beach shoes; Belts; Bottoms; Bow ties; Boxer shorts; Bras; Briefs; Briefs; Caps; Coats; Flip flops; Gloves; Gym shorts; Halter tops; Hats; Head scarves; Headwear; Hooded sweat shirts; Jackets; Leggings; Lingerie; Loungewear; Night shirts; Pajama bottoms; Pajamas; Panties; Pants; Rainwear; Sandal-clogs; Sandals; Sandals and beach shoes; Scarves; Shirts; Shoes; Shorts; Sleepwear; Slipper socks; Sneakers; Socks; Sports bras; Stockings; Suspenders; Sweat bands; Sweat pants; Sweat shirts; Sweat suits; Swimwear; T-shirts; Tank-tops; Ties; Tops; Underwear (Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs (Class 43) Bar services; Cafe services; Cocktail lounge services; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Notice of Allowance: 4/2/13 SOU, or 3 rd Ext., Due: 10/2/14

APPLICATION/ REGISTRATION			(CLASS) GOODS AND/OR SERVICES		STATUS
PGC NO.	MARK	NO.	APPLICANT/REGISTRANT		
916-037	XI SHI	SN: 85/700,437 Filed: 8/10/12	The ONE Group, LLC	(Class 25) Athletic shoes; Baseball caps; Beach shoes; Belts; Bottoms; Bow ties; Boxer shorts; Bras; Briefs; Briefs; Caps; Coats; Flip flops; Gloves; Gym shorts; Halter tops; Hats; Head scarves; Headwear; Hooded sweat shirts; Jackets; Leggings; Lingerie; Loungewear; Night shirts; Pajama bottoms; Pajamas; Panties; Pants; Rainwear; Sandal-clogs; Sandals; Sandals and beach shoes; Scarves; Shirts; Shoes; Shorts; Sleepwear; Slipper socks; Sneakers; Socks; Sports bras; Stockings; Suspenders; Sweat bands; Sweat pants; Sweat shirts; Sweat suits; Swimwear; T-shirts; Tank-tops; Ties; Tops; Underwear (Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs (Class 43) Bar services; Cafe services; Cocktail lounge services; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Restaurant services, namely, providing of food and beverages for consumption on and off the premises	Notice of Allowance: 4/2/13 SOU, or 3 rd Ext., Due: 10/2/14

PGC NO.	MARK	APPLICATION/ REGISTRATION	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR	STATUS
		NO.		SERVICES	
916-039	RHYTHM HOTEL	SN: 85/726,014 Filed: 9/11/12	The ONE Group, LLC	<p>(Class 43) Hotel accommodation services; Hotel services; Residential hotel services; Spa services, namely, providing temporary accommodations and meals to clients of a health or beauty spa.</p> <p>(Class 44) Day spa services, namely, nail care, manicures, pedicures and nail enhancements; Health spa services for health and wellness of the body and spirit, namely, providing massage, facial and body treatment services, cosmetic body care services; Health spa services, namely, body wraps, mud treatments, seaweed treatments, hydrotherapy baths, and body scrubs.</p> <p>(Class 45) Hotel concierge services.</p>	<p>Notice of Allowance: 9/24/13</p> <p>SOU, or 2nd Ext., Due: 9/24/14</p>

PGC NO.	MARK	APPLICATION/ REGISTRATION	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR	STATUS
		NO.		SERVICES	
917-002	COCO DE VILLE	SN: 77/333,751 filed 11/20/07 RN: 3,658,860 Issued: 7/21/09	The ONE Group, LLC	(Class 41) Night clubs (Class 43) Restaurant and bar services; Restaurants; Cocktail lounges; Wine bars	8 & 15 due: 7/21/15 Renewal due: 7/21/19

CERTIFICATIONS UNDER SECTION 302

I, Jonathan Segal, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The ONE Group Hospitality, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2014

/s/ Jonathan Segal

Jonathan Segal

Title: Chief Executive Officer

CERTIFICATIONS UNDER SECTION 302

I, Samuel Goldfinger, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The ONE Group Hospitality, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2014

/s/ Samuel Goldfinger

Samuel Goldfinger

Title: Chief Financial Officer

Certification of Principal Executive Officer*
Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of The ONE Group Hospitality, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jonathan Segal, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Jonathan Segal

Jonathan Segal
Principal Executive Officer
November 13, 2014

- * This certification accompanies the Periodic Report to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of The ONE Group Hospitality, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Periodic Report), irrespective of any general incorporation language contained in such filing.
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Certification of Principal Financial Officer*
Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of The ONE Group Hospitality, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Samuel Goldfinger, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Samuel Goldfinger

Samuel Goldfinger
Principal Financial Officer
November 13, 2014

- * This certification accompanies the Periodic Report to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of The ONE Group Hospitality, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Periodic Report), irrespective of any general incorporation language contained in such filing.
-