

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

FORM 10-K

(Mark One)

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the fiscal year ended December 31, 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)

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

(Address of principal executive offices)

**14-1961545**

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

**10014**

Zip Code

**646-624-2400**

(Registrant's telephone number, including area code)

**Securities registered pursuant to Section 12(b) of the Act:**

Title of Each Class	Name of Each Exchange on Which Registered
<b>None</b>	<b>N/A</b>

**Securities registered pursuant to Section 12(g) of the Act:**

Units, each consisting of one share of Common Stock, par value \$0.0001 per share, and one Warrant

Common Stock, par value \$0.0001 per share

Warrants to purchase Common Stock

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

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 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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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       Smaller reporting company   
(do not check if a 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

The aggregate market value of the registrant's voting and non-voting common stock held by non-affiliates of the registrant (without admitting that any person whose shares are not included in such calculation is an affiliate) computed by reference to the price at which the common stock was last sold, as of the last business day of the registrant's most recently completed second fiscal quarter was \$71,887,105.

Number of shares of Common Stock outstanding as of March 31, 2015: 24,940,195.

#### **DOCUMENTS INCORPORATED BY REFERENCE**

The following documents (or parts thereof) are incorporated by reference into the following parts of this Form 10-K: Certain information required in Part III of this Annual Report on Form 10-K is incorporated from the Registrant's Proxy Statement for the Annual Meeting of Stockholders to be held on June 4, 2015.

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## **Forward-Looking Statements**

*This Annual Report on Form 10-K contains 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 (the "Exchange Act"), that involve risks and uncertainties, principally in the sections entitled "Business," "Risk Factors," and "Management's Discussion and Analysis of Financial Condition and Results of Operations." All statements other than statements of historical fact contained in this Annual Report on Form 10-K, including statements regarding future events, our future financial performance, business strategy and plans and objectives of management for future operations, are forward-looking statements. We have attempted to identify forward-looking statements by terminology including "anticipates," "believes," "can," "continue," "ongoing," "could," "estimates," "expects," "intends," "may," "appears," "suggests," "future," "likely," "goal," "plans," "potential," "projects," "predicts," "should," "would," or "will" or the negative of these terms or other comparable terminology. Although we do not make forward-looking statements unless we believe we have a reasonable basis for doing so, we cannot guarantee their accuracy. These statements are only predictions and involve known and unknown risks, uncertainties and other factors, including the risks outlined under "Risk Factors" or elsewhere in this Annual Report on Form 10-K, which may cause our or our industry's actual results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. Moreover, we operate in a very competitive and rapidly changing environment. New risks emerge from time to time and it is not possible for us to predict all risk factors, nor can we address the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause our actual results to differ materially from those contained in any forward-looking statements. All forward-looking statements included in this document are based on information available to us on the date hereof, and we assume no obligation to update any such forward-looking statements.*

*You should not place undue reliance on any forward-looking statement, each of which applies only as of the date of this Annual Report on Form 10-K. Before you invest in our securities, you should be aware that the occurrence of the events described in the section entitled "Risk Factors" and elsewhere in this Annual Report on Form 10-K could negatively affect our business, operating results, financial condition and stock price. Except as required by law, we undertake no obligation to update or revise publicly any of the forward-looking statements after the date of this Annual Report on Form 10-K to conform our statements to actual results or changed expectations.*

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## PART I

### Item 1. Business

#### Corporate History

On October 16, 2013, The ONE Group Hospitality, Inc. (the "Company"), formerly known as Committed Capital Acquisition Corporation ("Committed Capital"), 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 the Company, CCAC Acquisition Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of Committed Capital ("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 through a merger of Merger Sub with and into ONE Group, and the former members of ONE Group received shares of Committed Capital that constituted a majority of the outstanding shares of Committed Capital.

The Merger was accounted for as a reverse-merger and recapitalization in accordance with GAAP, whereby the Company was the accounting acquiree and ONE Group was 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 October 16, 2013 effective date. 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 Annual Report to equity securities and all equity-related historical financial measurements, including weighted average shares outstanding, earnings per share, par value of common stock at \$0.0001 per share ("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.

#### Description of the Business

All references in this Annual Report on Form 10-K to "we," "us" and "our" refer to The ONE Group Hospitality, Inc., a Delaware corporation, and its consolidated subsidiaries for periods after the closing of the Merger, and to ONE Group and its consolidated subsidiaries for periods prior to the closing of the Merger unless the context requires otherwise.

#### 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 hotels, casinos and other high-end locations in the United States and England. Turn-key food and beverage services are food and beverage services that can be scaled and implemented by us at a particular hospitality venue and customized per the requirements of the client. ONE Group was established with the vision of becoming a global market leader in the hospitality industry by melding high-quality service, ambiance and cuisine into one great experience. Our primary restaurant brand is STK, a multi-unit steakhouse concept that combines a high-energy, social atmosphere with the quality of a traditional upscale steakhouse. Our food and beverage hospitality management services, or "F&B," offerings include developing, managing and operating restaurants, bars, rooftops, pools, banqueting and catering facilities, private dining rooms, room service and mini bars tailored to the specific needs of high-end hotels and casinos. Our F&B hospitality clients include global hospitality companies such as the W Hotel, Cosmopolitan Hotel, Gansevoort Hotel Group, Hippodrome Casino, and ME Hotels.

We opened our first restaurant in January 2004 and as of December 31, 2014, we owned and operated eight (8) and managed eight (8) restaurants and lounges, including seven (7) STKs throughout the United States (of which six (6) were owned and one (1) managed) and one (1) managed STK in England. Eight of our locations are operated under our five (5) F&B hospitality management agreements, in which we provide comprehensive food and beverage services for our hospitality clients. We generate management and incentive fee revenue from those restaurants and lounges that we do not own, but instead manage on behalf of our F&B hospitality clients. All of our restaurants, lounges and F&B services are designed to create a social dining and entertainment experience within a destination location. We believe that this design philosophy separates us from more traditional restaurant and foodservice competitors. Net income (losses) for the years ended December 31, 2014 and 2013 were \$5.0 million of income and \$21.9 million of losses, respectively. The 2014 net income included a derivative income of \$3.9

million related to the contingent payment associated with the potential exercise of our publicly traded warrants and the loss from discontinued operations of \$1.5 million. The 2013 loss included a derivative expense of \$10.1 million related to the potential exercise of our publicly traded warrants, a one-time change of control premium of \$5.0 million and transactions costs of \$4.6 million as well as a loss from discontinued operations of \$6.1 million. The loss from discontinued operations reflects our exiting of non-strategic and underperforming units during these periods and includes the closing of Tenjune in 2014 and the closing of the Bagatelle unit in Las Vegas, 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 Xi Shi concept in 2013. Further, we closed the ONE concept in Atlantic City in 2012 and a kiosk in New York City and STKOUT Midtown, which featured burgers and shakes in 2013.

Based on our strong momentum and brand appeal, we expect to continue to expand our operations domestically and internationally through a mix of company owned restaurants and managed units by continuing our disciplined and targeted site selection process and supplemented by the increasingly regular inbound inquiries we receive from office building, hotel and casino owners and landlords to develop and open new locations. We currently anticipate that our expansion plans will require capital expenditures, net of improvement allowances, of approximately \$11.0 million over the next 12 months, subject to revision if we enter into new agreements. There can be no assurance that we will be able to expand our operations at the rate we currently expect or at all.

### ***STK and STK Rebel***

STK is a steakhouse restaurant concept with locations in major metropolitan cities throughout the United States and in London. STK artfully blends two concepts into one — the modern steakhouse and a chic lounge, offering a high-energy, fine dining experience in a social atmosphere with the quality of a traditional upscale steakhouse. Each STK location features a large and open restaurant and bar area with a DJ or DJ mix playing music throughout the restaurant so our customers can enjoy a high-energy, fun “destination” environment that encourages social interaction. We believe this concept truly differentiates us from other upscale steakhouses. Our menu provides a variety of portion sizes and signature options to appeal to a broad customer demographic. We currently operate six (6) owned and two (2) managed STK restaurants in major metropolitan cities globally, such as Atlanta, Las Vegas, Los Angeles, New York, Washington D.C. and London. We recently re-opened the STK in Miami on March 13, 2015. 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, which is expected to commence in 2015. On August 28, 2014, we entered into a lease agreement to open an STK restaurant as well as assume the food and beverage operations and operate a pool side restaurant 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. Our STK restaurants average approximately 10,000 square feet and we typically target locations that range in size from 8,000 to 10,000 square feet. In 2014, the average unit volume, check average 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 December 31, 2014 were \$11.6 million, \$124.61 and 40%, respectively.

STK Rebel is a more accessible version of STK. It embodies the same experience and quality of an STK restaurant and offers a broader menu and price point that we believe appeals to a national and international market. 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 expected to open in 2015. On November 3, 2014, we entered into a lease agreement to open an STK Rebel restaurant in Denver, Colorado in 2015. Our STK Rebel restaurants are targeted to range in size from 5,000 to 7,000 square feet. We are targeting average unit volumes of approximately \$5 million, check averages of approximately \$55 to \$65 and a beverage mix of approximately 35% for STK Rebel restaurants.

### ***Food & Beverage Hospitality Services Business***

Our food and beverage hospitality services business provides the development, management and operations for upscale restaurants and turn-key food and beverage services at high-end hotels and casinos. Through our developmental and operational expertise, we are able to provide comprehensive tailored food and beverage solutions to our hospitality clients. Our fee-based hospitality food and beverage solutions include developing, managing and operating restaurants, bars, rooftops, pools, banqueting, catering, private dining rooms, room service and mini bars on a contract basis. Currently we are operating under five F&B hospitality management agreements with hotels and casinos throughout the United States and in England. Our F&B hospitality clients include global hospitality companies such as the W Hotel, Cosmopolitan Hotel, Gansevoort Hotel Group, Hippodrome Casino, and ME Hotels. Historically, our clients have provided the majority of the capital required for the development of the facilities we manage on their behalf. Our F&B hospitality contracts generate revenues for us through base

management fees, calculated as a percentage of the operation's revenues, and additional incentive fees based on the operation's profitability. Our management fee income has increased from approximately \$7.3 million for the year ended December 31, 2013 to \$8.8 million for the year ended December 31, 2014. Some of the operations we manage have an STK restaurant on the premises. We typically target F&B hospitality opportunities where we believe we can generate \$500,000 to \$750,000 of pre-tax income. We expect our food and beverage hospitality services business to be an important driver of our growth and profitability going forward, enabling us to generate management fee income with minimal capital expenditures.

In 2012, The Perry Hotel (currently rebranded as "1 Hotel & Homes") paid us \$5 million for the option to terminate our food and beverage services agreement. On June 19, 2014, we received a notice from The Perry Hotel terminating our food and beverage services agreement, and in connection with this termination, received a one-time net payment of \$1.2 million.

## **Our Growth Strategies and Outlook**

We believe our existing restaurant concepts and F&B hospitality services have significant room to grow and that our presence, brand recognition and operating performance from our continuing operations provide us with the ability to launch these concepts further into the domestic and international markets. We have established our operational infrastructure in both the United States and Europe which will allow us to pursue opportunities globally. We have also built a pipeline of potential new STK and F&B hospitality projects. In the near term, we are focused on expanding our footprint in North America and Europe with medium to long-term expansion opportunities in Asia and the Middle East. We believe continued international expansion is a significant opportunity for us based upon the success of our ME Hotel operations, which includes STK London.

### ***Expansion of STK and STK Rebel***

We have identified up to 50 additional major metropolitan markets globally where we could grow our STK brand over time as well as over 100 markets for STK Rebel. We expect to open as many as two to three STKs and one to two STK Rebels 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 enabled 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 and STK Rebels 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.

## **Site Selection and Development**

We believe that the locations of our restaurants are critical to our long-term success, and we devote significant time and resources to analyzing each prospective site. We intend to continue our focus on (i) major metropolitan areas with demographic and discretionary spending profiles that favor our high-end concepts and (ii) partners with excellent track records and brand recognition. We also consider factors such as traffic patterns, proximity to high-end shopping areas and office buildings, hotels and convention centers, area restaurant competition, accessibility and visibility. Our ability to open new restaurants depends upon, among other things, finding quality locations, reaching acceptable agreements regarding the lease of

locations, raising or having available adequate capital for construction and opening costs, timely hiring, training and retaining the skilled management and other employees necessary to meet staffing needs, obtaining, for an acceptable cost, required permits and approvals and efficiently managing the amount of time and expense to build out and open each new restaurant.

## **Operations and Management**

Our Chief Operating Officer is responsible for overseeing the operational results of all of our locations. Our locations are organized into different regions, each serviced by a Regional Director of Operations who reports to our Chief Operating Officer. Each location is managed by a General Manager who reports to his or her Regional Director of Operations. The General Manager of each location has primary accountability for ensuring compliance with our operating standards and for overseeing all of the location's full and part time employees. The General Managers are assisted in the day-to-day operations of the restaurant by a Floor Manager who is directly responsible for the supervision of the bar, host, server, runner and busser personnel. The Executive Chef supervises and coordinates all back-of-the-house operations, including ensuring that our quality standards are being met and maintaining a safe, efficient and productive work environment.

## **Sourcing and Supply Chain**

We seek to ensure consistent quality of the food and beverages served in our properties through the coordination and cooperation of our purchasing and culinary departments. All product specifications are established on a global basis by the Purchasing Director. These specifications are disseminated to all locations through recipe books for all dishes served in our properties.

We maintain consistent company-wide quality and pricing standards and procedures for all top volume purchases in our restaurants. Suppliers are selected and pricing is negotiated on a national level. We test new suppliers on a regional basis for an extended period prior to utilizing them on a national basis. We periodically review supplier consistency and satisfaction with our location chefs and continually research and evaluate products and supplies to ensure the meat, seafood and other menu ingredients that we purchase comply with our quality specifications. We have also utilized purchasing software in some of our locations that facilitates a true bidding process on a line by line basis of all local purchases that are made. In markets where we have not instituted this software, we are requiring local chefs to seek bids from multiple suppliers on all purchases to ensure competitive pricing. We believe we have strong relationships with national and regional foodservice distributors who can continue to supply us with our products on a consistent basis. Products are shipped directly to the restaurants from our suppliers.

Our Corporate Beverage program creates significant guidelines for products carried in all properties. Beverage managers at each location are provided with national guidelines for standardized products. We utilize a third party company to conduct weekly beverage inventory and cost reviews to maximize our profitability at each location.

On a company-wide basis, no supplier of food accounts for more than 30% of our purchases and no brand of alcohol accounts for more than 25% of such purchases. We believe that our food and beverage supplies are available from a significant number of alternate suppliers and that the loss of any one or a few suppliers would not have a material adverse effect on our costs of supplies.

## **Advertising and Marketing**

The goals of our marketing efforts are to strengthen brand recognition in current operating markets and to create brand awareness in new markets prior to opening a new location in such market. We use digital media channels, targeted local media such as magazines, billboards and other out of home advertising, and a strong internal public relations team to increase the frequency with which our existing customers visit our facilities and to attract new customers. We conduct frequent promotional programs tailored to the city, brand and clientele of each location. The primary focus of our marketing is to increase awareness of our brand and our overall reputation for quality, service and delivering a high-energy experience. For example, our "Not Your Daddy's Steakhouse" branding campaign for STK is integrated into marketing communications including digital, radio, print and outdoor advertisement. Additional marketing functions include the use of our website, [www.togrp.com](http://www.togrp.com), to facilitate online reservations and gift card sales to drive revenue.

## **Competition**

Due to the nature of our business, we experience competition from a variety of sources such as upscale steakhouse chains such as Del Frisco's, Mastro's, Fleming's Prime Steakhouse and Wine Bar and The Capital Grille, as well as local upscale steakhouses. Further, there is also competition from non-steak but upscale and high-energy restaurants such as Nobu



and Lavo as well as other high-end hospitality services companies such as the Gerber Group or Esquared Hospitality. In addition, to the extent that we operate lounges and similar venues in hotels and resorts we are subject to our host venues being able to compete effectively in attracting customers who would frequent our establishments.

## **Seasonality**

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. For example, the adverse weather conditions in New York City during December 2013 and early 2014 negatively impacted our revenues during such periods. 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.

## **Intellectual Property**

We depend on registered trademarks and service marks to maintain the identity of our locations. We currently own trademark applications or registrations for the following marks in the areas in which we operate in the applicable locations:

STK  
CUCINA ASELLINA  
ASELLINA

The unauthorized use or other misappropriation of our intellectual property could have a material adverse effect on our ability to continue our business. See "Item 1A. Risk Factors."

## **Employees**

As of December 31, 2014, we employed 57 persons in our corporate office and an aggregate of 138 full-time salaried employees at our locations. In addition, we rely on hourly-wage employees for kitchen staff, servers, bussers, runners, polishers, hosts, bartenders, barbacks, reservationists, administrative support, and interns. Average head count for employees in our restaurants is 85. Combining full-time and part-time employees, we employ and manage over 1,300 persons worldwide.

## **Government Regulation**

Our operations are subject to licensing and regulation by state and local health, safety, fire and other authorities, including licensing and regulation requirements for the sale of alcoholic beverages and food. We maintain the necessary restaurant, alcoholic beverage and retail licenses, permits and approvals. The development and construction of additional restaurants are also subject to compliance with applicable zoning, land use and environmental regulations. Federal and state labor laws govern our relationship with our employees and affect operating costs. These laws regulate, among other things, minimum wage, overtime, tips, tip credits, unemployment tax rates, workers' compensation rates, health insurance, citizenship requirements and other working conditions. Our restaurants are subject in each state in which we operate to "dram shop" laws, which allow, in general, a person to sue us if that person was injured by an intoxicated person who was wrongfully served alcoholic beverages at one of our restaurants. A judgment against us under a dram shop law could exceed our liability insurance coverage policy limits and could result in substantial liability for us and have a material adverse effect on our results of operations. Our inability to continue to obtain such insurance coverage at reasonable costs also could have a material adverse effect on us. We are also subject to the Federal Americans with Disabilities Act, which prohibits discrimination on the basis of disability in public accommodations and employment. For more information on the impact of government regulations on our business, see "Item 1A. Risk Factors."

## **Available Information**

The Company's internet address is [www.togrp.com](http://www.togrp.com). The Company's annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports, are available to you free of charge through the Investor Relations section of our website as soon as reasonably practicable after such materials have been electronically filed with, or furnished to, the Securities and Exchange Commission. The information contained on, or that can be accessed through, our website is not a part of this Annual Report on Form 10-K. We have included our website address in this Annual Report solely as an inactive textual reference.

## Item 1A. Risk Factors

### RISK FACTORS

*You should carefully consider each of the risks described below and other information contained in this Annual Report on Form 10-K, including our consolidated financial statements and the related notes. The following risks and the risks described elsewhere in this Annual Report on Form 10-K, including in the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations," could materially affect our business, operating results, financial condition and stock price. If any of these risks materialize, the trading price of our Common Stock could materially decline. We undertake no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise. You are advised, however, to consult any further disclosure we make in our reports filed with the SEC.*

#### Risks Related to Our Business

***Our business is dependent on discretionary spending patterns in the areas in which our restaurants and food and beverage hospitality services operations are located and in the economy at large, and economic downturns could materially adversely affect our results of operations.***

Purchases at our restaurants and food and beverage hospitality services locations are discretionary for consumers and we are therefore susceptible to changes in discretionary patterns or economic slowdowns in the geographic areas in which they are located and in the economy at large. We believe that consumers generally are more willing to make discretionary purchases, including high-end restaurant meals, during favorable economic conditions. Disruptions in the overall economy, including high unemployment, financial market volatility and unpredictability, and the related reduction in consumer confidence could negatively affect customer traffic and sales throughout our industry, including our segment. Also, we believe the majority of our weekday revenues are derived from business customers using expense accounts and our business therefore may be affected by reduced expense account or other business-related dining by our business clientele. If business clientele were to dine less frequently at our locations or to spend at reduced levels, our business and results of operations would be adversely affected as a result of a reduction in customer traffic or average revenues per customer. Our hotel-based restaurants and food and beverage services operations would be particularly susceptible to reductions in business travel. There is also a risk that if uncertain economic conditions persist for an extended period of time or worsen, consumers might make long-lasting changes to their discretionary spending behavior, including dining out less frequently. Our casino-based restaurants and food and beverage services operations would be particularly susceptible to reductions in discretionary spending. The ability of the U.S. economy to handle this uncertainty is likely to be affected by many national and international factors that are beyond our control, including current economic trends in Europe and Asia. These factors, including national, regional and local politics and economic conditions, disposable consumer income and consumer confidence, also affect discretionary consumer spending. Continued uncertainty in or a worsening of the economy, generally or in a number of our markets, and our customers' reactions to these trends could adversely affect our business and cause us to, among other things, reduce the number and frequency of new location openings, close locations and delay our re-modeling of existing locations.

***Changes in consumer preferences could adversely impact our business and results of operations.***

The restaurant and hospitality industry is characterized by the continual introduction of new concepts and is subject to rapidly changing consumer preferences, tastes, trends and eating and purchasing habits. Our success depends in part on our ability to anticipate and respond quickly to changing consumer preferences, as well as other factors affecting the restaurant and hospitality industry, including new market entrants and demographic changes. Shifts in consumer preferences away from upscale steakhouses or beef in general, which are significant components of our concepts' menus and appeal, whether as a result of economic, competitive or other factors, could adversely affect our business and results of operations.

***Our STK locations in New York and Las Vegas and our food and beverage operations at the ME Hotel in London represent a significant portion of our revenues, and any significant downturn in their business or disruption in the operation of these locations could harm our business, financial condition and results of operations.***

Our STK locations in New York and Las Vegas represented approximately 11% (Downtown), 10% (Midtown) and 19% (Las Vegas) and our food and beverage operations at the ME Hotel in London represented approximately 19% of our total revenues (both owned and managed properties) in 2014. Accordingly, we are susceptible to any fluctuations in the business at our New York, Las Vegas and London locations, whether as a result of adverse economic conditions, negative publicity, and changes in customer preferences or for other reasons. In addition, any natural disaster, prolonged inclement weather, act of terrorism or national emergency, accident, system failure or other unforeseen event in or around New York City, Las Vegas or London could

result in a temporary or permanent closing of that location, could influence potential customers to avoid that geographic region or that location in particular or otherwise lead to a significant decrease in our overall revenues. Any significant interruption in the operation of these locations or other reduction in sales could adversely affect our business and results of operations.

***In the foreseeable future we will continue to maintain a relatively small number of restaurant and food and beverage hospitality service locations. Accordingly, we will continue to depend on a small number of revenue generating installations to generate revenues and profits.***

While we plan on growing as rapidly as prudently possible, in the foreseeable future we will only have a relatively small installed base from which to derive revenue and profits. Even if we are successful in implementing these plans (of which there can be no assurance), our operational risk will still be concentrated in a relatively small base of operating installations and failure of any of those installations to produce satisfactory levels of revenue or profit could materially and adversely affect our business, financial condition and results of operations as a whole.

***Some of our restaurants and food and beverage hospitality services operations are located in regions that may be susceptible to severe weather conditions. As a result, adverse weather conditions in any of these areas could damage our operations, result in fewer customer visits to our operations and otherwise have a material adverse impact on our business.***

Sales in any of our restaurants and food and beverage hospitality services operations may be adversely impacted by severe weather conditions, which can cause us to close operations for a period of time and/or incur costly repairs and/or experience a reduction in customer traffic. In addition, the impact of severe weather conditions could cause us to cease operations at the affected location altogether. For example, we believe that the poor weather conditions in the New York City area at the beginning of 2013, December 2013 and the beginning of 2014, had a negative impact on our sales and results of operations. In addition and by way of example, excessive heat in locations in which we operate outdoor installations, such as rooftops and pools, could have a material adverse effect on the operations in those locations. Weather conditions are impossible to predict as is the negative impact on our business that such conditions might cause.

***If our restaurants and food and beverage hospitality services operations are not able to compete successfully with other restaurants, food and beverage hospitality services operations and other similar operations, our business and results of operations may be adversely affected.***

Our industry is intensely competitive with respect to price, quality of service, location, ambiance of facilities and type and quality of food. A substantial number of national and regional restaurant chains and independently owned restaurants compete with us for customers, restaurant locations and qualified management and other restaurant staff. The principal competitors for our concepts are other upscale steakhouse chains such as Del Frisco's, Mastro's, Fleming's Prime Steakhouse and Wine Bar and The Capital Grille, as well as local upscale steakhouses. Further, there is also competition from non-steak but upscale and high-energy restaurants such as Nobu and Lavo as well as other high-end hospitality services companies such as the Gerber Group or Esquared Hospitality. Our concepts also compete with restaurants and other food and beverage hospitality services operations in the broader upscale dining segment and high-energy nightlife concepts. To the extent that our restaurants and food and beverage hospitality services operations are located in hotels, casinos, resorts and similar client locations, we are subject to competition in the broader lodging and hospitality markets that could draw potential customers away from our locations. Some of our competitors have greater financial and other resources, have been in business longer, have greater name recognition and are better established in the markets where our restaurants and food and beverage hospitality services operations are located or where we may expand. Our inability to compete successfully with other restaurants and food and beverage hospitality services operations may harm our ability to maintain acceptable levels of revenue growth, limit or otherwise inhibit our ability to grow one or more of our concepts, or force us to close one or more of our restaurants or food and beverage hospitality services operations. We may also need to evolve our concepts in order to compete with popular new restaurant or food and beverage hospitality services operation formats, concepts or trends that emerge from time to time, and we cannot provide any assurance that we will be successful in doing so or that any changes we make to any of our concepts in response will be successful or not adversely affect our profitability. In addition, with improving product offerings at fast casual restaurants and quick-service restaurants combined with the effects of negative economic conditions and other factors, consumers may choose less expensive alternatives, which could also negatively affect customer traffic at our restaurants or food and beverage hospitality services operations. Any unanticipated slowdown in demand at any of our restaurants or food and beverage hospitality services operations due to industry competition may adversely affect our business and results of operations.

***To the extent that our restaurants and food and beverage hospitality services operations are located in hotels, casinos and similar destinations, our results of operations and growth are subject to the risks facing such venues.***

Our ability to grow and realize profits from our operations in hotels, casinos and other branded or destination venues are dependent on the success of such venues' business. We are subject to the actions and business decisions of our clients and third parties, in which we may have little or no influence in the overall operation of the applicable venue and such actions and decisions could have an adverse affect on our business and operations. For example, at STK Miami, a third party contractor working on an unrelated matter caused a sprinkler head to break, resulting in water damage and flooding in the venue as well as a delay in opening the STK from the fourth quarter of 2014 to the first quarter of 2015.

***We will need to secure additional financing to support our planned operations.***

We will require additional funds for our anticipated operations and to meet our capital needs. We expect to rely on our cash flow from operations, the proceeds from the completion of a private placement of 3,131,339 shares of the Company's common stock in connection with the closing of the Merger in October 2013 (the "October 2013 Private Placement"), the remaining proceeds from our initial public offering ("IPO") and other third-party financing for such funds. In the event our cash flow is insufficient to fund our further expansion, our inability to raise capital in addition to the proceeds from the October 2013 Private Placement and the remaining proceeds from our IPO would impede our growth and could materially adversely affect our existing business, financial condition or results of operations. Our ability to obtain additional funding will be subject to various factors, including market conditions, our operating performance, lender sentiment and our ability to incur additional debt in compliance with other contractual restrictions such as financial covenants under our existing credit facility or other debt documents. These factors may make the timing, amount, terms and conditions of additional financings unattractive. There is no assurance that we will be successful in securing the additional capital we need to fund our business plan on terms that are acceptable to us, or at all.

***Our future growth depends in part on our ability to open new restaurants and food and beverage hospitality services locations and to operate them profitably, and if we are unable to successfully execute this strategy, our results of operations could be adversely affected.***

Our financial success depends in part on management's ability to execute our growth strategy. One key element of our growth strategy is opening new restaurants and food and beverage hospitality operations. We believe there are opportunities to open approximately three to five new locations (restaurants and/or hospitality services operations) annually, with STK serving as the primary driver of new unit growth in the near term. However, there can be no assurance that we will be able to open new restaurants and food and beverage hospitality operations at the rate we currently expect.

A substantial majority of our historical growth has been due to opening new restaurants and food and beverage hospitality services locations. Our ability to open new restaurants and food and beverage hospitality services locations and operate them profitably is dependent upon a number of factors, many of which are beyond our control, including without limitation:

- finding quality site locations, competing effectively to obtain quality site locations and reaching acceptable lease or management agreements;
- complying with applicable zoning, land use and environmental regulations and obtaining, for an acceptable cost, required permits and approvals;
- having adequate capital for construction and opening costs and efficiently managing the time and resources committed to building and opening each new restaurant and food and beverage hospitality services operation;
- timely hiring and training and retaining the skilled management and other employees necessary to meet staffing needs;
- successfully promoting our new locations and competing in their markets;
- acquiring food and other supplies for new restaurants and food and beverage hospitality services operations from local suppliers; and
- addressing unanticipated problems or risks that may arise during the development or opening of a new restaurant or food and beverage hospitality services operation or entering a new market.

***We incur substantial pre-opening costs that may be difficult to recoup quickly.***

While our business model tends to rely on landlord or host contributions to the capital costs of opening a new restaurant or food and beverage hospitality services operations, we incur substantial costs in our contributions to the build-out of the locations, recruiting and training staff, obtaining necessary permits, advertising and promotion and other pre-operating items. Once the restaurant or food and beverage hospitality services location is open, how quickly it achieves a desired level of profitability is impacted by many factors, including the level of market familiarity and acceptance when we enter new markets. Our business and profitability may be adversely affected if the “ramp-up” period for a new location lasts longer than we expect or if the profitability of a new location dips after our initial “ramp-up” marketing program ends.

***Any decision to either reduce or accelerate the pace of openings may positively or adversely affect our comparative financial performance.***

Our opening costs continue to be significant and the amount incurred in any one year or quarter is dependent on the number of restaurants expected to be opened during that time period. As such, our decision to either decrease or increase the rate of openings may have a significant impact on our financial performance for that period of time being measured. Therefore, if we decide to reduce our openings, our comparable opening costs will be lower and the effect on our comparative financial performance will be favorable. Conversely, if the rate at which we develop and open new restaurants is increased to higher levels in the future, the resulting increase in opening costs will have an unfavorable short-term impact on our comparative financial performance. At some future point, our pace of openings and annual rate of growth in total restaurant operating weeks will begin to gradually decelerate as we become a more mature company.

***New locations, once opened, may not be profitable, and the increases in average location sales and comparable location sales that we have experienced in the past may not be indicative of future results.***

New locations may not be profitable and their sales performance may not follow historical or projected patterns. If we are forced to close any new operations, we will incur losses for certain buildout costs as well as pre-opening expenses incurred in connection with opening such operations. In addition, our average location sales and comparable location sales may not increase at the rates achieved over the past several years. If our new locations do not perform as planned, our business, financial condition or results of operations could be adversely affected.

***Our expansion into new markets may present increased risks.***

We plan to open new locations in markets where we have little or no operating experience. Restaurants or food and beverage hospitality services operations which we open in new markets may take longer to reach expected sales and profit levels on a consistent basis and may have higher construction, occupancy or operating costs than locations we open in existing markets, thereby affecting our overall profitability. New markets may have competitive conditions, consumer tastes and discretionary spending patterns that are more difficult to predict or satisfy than our existing markets. We may need to make greater investments than we originally planned in advertising and promotional activity in new markets to build brand awareness. We may find it more difficult in new markets to hire, motivate and keep qualified employees who share our vision, passion and business culture. We may also incur higher costs from entering new markets, if, for example, we assign area managers to manage comparatively fewer locations than we assign in more developed markets. We may find that restaurants in new markets do not meet our revenue and profit expectations and we may be forced to close those operations, incurring closing costs and reducing our opportunities. If we do not successfully execute our plans to enter new markets, our business, financial condition or results of operations could be materially adversely affected.

***Opening new restaurants and food and beverage hospitality services operations in existing markets may negatively affect sales at our existing restaurants and food and beverage hospitality services operations.***

The consumer target area of our restaurants and food and beverage hospitality services operations varies by location, depending on a number of factors, including population density, other local retail and business attractions, area demographics and geography. As a result, the opening of a new restaurant or food and beverage hospitality services operation in or near markets in which we already have existing locations could adversely affect the sales of those existing locations. Existing locations could also make it more difficult to build our consumer base for a new restaurant or food and beverage hospitality services operation in the same market. Our core business strategy does not entail opening new restaurants or food and beverage hospitality services operations that we believe will materially affect sales at our existing locations, but we may selectively open new locations in and around areas of existing locations that are operating at or near capacity to effectively serve our customers. Sales cannibalization between our restaurants and food and beverage hospitality services operations may become significant in the future as we continue to expand our operations and could affect our sales growth, which could, in turn, materially adversely affect our business, financial condition or results of operations.

***We face a variety of risks associated with doing business in foreign markets that could have a negative impact on our financial performance.***

We operate an STK restaurant as well as food and beverage hospitality services locations in England and we expect to commence food and beverage services at the ME Hotel in Milan, Italy in 2015. We intend to continue our efforts to grow internationally. Although we believe we have developed the support structure for international operations and growth, there is no assurance that international operations will be profitable or international growth will continue. Our foreign operations are subject to all of the same risks as our domestic restaurants and food and beverage hospitality services operations, as well as additional risks including, among others, international economic and political conditions and the possibility of instability and unrest, differing cultures and consumer preferences, diverse government regulations and tax systems, the ability to source fresh ingredients and other commodities in a cost-effective manner and the availability of experienced management.

Currency regulations and fluctuations in exchange rates could also affect our performance. As a result, we may experience losses from foreign currency translation, and such losses could adversely affect our overall sales and earnings.

We are subject to governmental regulation throughout the world, including, without limitation, antitrust and tax requirements, anti-boycott regulations, import/export/customs regulations and other international trade regulations, the USA PATRIOT Act and the Foreign Corrupt Practices Act. Any new regulatory or trade initiatives could impact our operations in certain countries. Failure to comply with any such legal requirements could subject us to monetary liabilities and other sanctions, which could harm our business, results of operations and financial condition.

***If we are unable to increase our sales or improve our margins at existing restaurants and food and beverage hospitality services operations, our profitability and overall results of operations may be adversely affected.***

Another key aspect of our growth strategy is increasing comparable restaurant and food and beverage hospitality services operation sales and improving location-level margins. Improving comparable location sales and location-level margins depends in part on whether we achieve revenue growth through increases in the average check and increases in customer traffic, and further expand our private dining business at each location. We believe there are opportunities to increase the average check at our locations through, for example, selective introduction of higher priced items and increases in menu pricing. We also believe that expanding and enhancing our private dining capacity will also increase our location sales, as our private dining business typically has a higher average check and higher overall margins than regular dining room business. However, these strategies may prove unsuccessful, especially in times of economic hardship, as customers may not order or enjoy higher priced items and discretionary spending on private dining events may decrease. We believe select price increases have not historically adversely impacted customer traffic; however, we expect that there is a price level at which point customer traffic would be adversely affected. It is also possible that these changes could cause our sales volume to decrease. If we are not able to increase our sales at existing locations for any reason, our profitability and results of operations could be adversely affected.

***We are dependent on our intellectual property to sustain our branding and differentiation strategies. The failure to enforce and maintain our intellectual property rights could enable others to use names confusingly similar to the names and marks used by our restaurants and food and beverage hospitality services operations, which could adversely affect the value of our brands.***

We have registered, or have applications pending to register, the trademark STK with the United States Patent and Trademark Office and in certain foreign countries in connection with restaurant services. In addition, we have registered or have applications pending to register the trademarks Asellina and Cucina Asellina with the United States Patent and Trademark Office and in certain foreign countries in connection with restaurant services. The success of our business depends in part on our continued ability to utilize our existing trade names, trademarks and service marks as currently used in order to increase our brand awareness. In that regard, we believe that our trade names, trademarks and service marks are valuable assets that are critical to our success. The unauthorized use or other misappropriation of our trade names, trademarks or service marks could diminish the value of our brands and restaurant and food and beverage hospitality service concepts and may cause a decline in our revenues and force us to incur costs related to enforcing our rights. In addition, the use of trade names, trademarks or service marks similar to ours in some markets may keep us from entering those markets. While we may take protective actions with respect to our intellectual property, these actions may not be sufficient to prevent, and we may not be aware of all incidents of, unauthorized usage or imitation by others. Any such unauthorized usage or imitation of our intellectual property, including the costs related to enforcing our rights, could adversely affect our business and results of operations.

Further, each of our marks is pledged as collateral securing our term loan facility with BankUnited (formerly Herald National Bank). Default under that agreement could enable BankUnited to sell (at auction or otherwise) our trademarks, which would have a material adverse effect on our ability to continue our business.

*Some of our concepts are new and may not gain customer loyalty.*

We intend to introduce the STK Rebel concept in 2015. There can be no assurance that this concept will enjoy broad consumer acceptance or that we will be able to successfully develop and grow this or any other new concepts to a point where they will become profitable or generate positive cash flow or prove to be a platform for future expansion. We may not be able to attract enough customers to meet targeted levels of performance at new restaurants and food and beverage hospitality services operations because potential customers may be unfamiliar with our concepts or the atmosphere or menu might not appeal to them. Restaurants and food and beverage hospitality services operations that are new in concept may even operate at a loss, which could have a material adverse effect on our overall operating results. In addition, opening a new concept such as STK Rebel in an existing market could reduce the revenue of our existing locations in that market. If we cannot successfully execute our growth strategies for new concepts or if customer traffic generated by new concepts results in a decline in customer traffic at one of our other locations in the same market, our business and results of operations may be adversely affected.

*Due to the seasonality of our business, our operating results may fluctuate significantly and these fluctuations make it more difficult for us to predict accurately or in a timely manner factors that may have a negative impact on our business.*

Our business is subject to seasonal fluctuations that may vary greatly depending upon the region in which a particular restaurant or food and beverage hospitality services operation is located. These fluctuations can make it more difficult for us to predict accurately or address in a timely manner factors that may have a negative impact on our business. Accordingly, results for any one quarter or fiscal year are not necessarily indicative of results to be expected for any other quarter or for any year.

*If our advertising and marketing programs are unsuccessful in maintaining or driving increased customer traffic or are ineffective in comparison to those of our competitors, our results of operations could be adversely affected.*

We conduct ongoing promotion-based brand awareness advertising campaigns. If these programs are not successful or conflict with evolving customer preferences, we may not increase or maintain our customer traffic and will incur expenses without the benefit of higher revenues. In addition, if our competitors increase their spending on marketing and advertising programs, or develop more effective campaigns, this could have a negative effect on our brand relevance, customer traffic and results of operations.

*Negative customer experiences or negative publicity surrounding our locations or other restaurants or venues could adversely affect sales in one or more of our locations and make our brands less valuable.*

The quality of our food and our facilities are two of our competitive strengths. Therefore, adverse publicity, whether or not accurate, relating to food quality, public health concerns, illness, safety, injury or government or industry findings concerning our locations, venues operated by other foodservice providers or others across the food industry supply chain could affect us more than it would other venues that compete primarily on price or other factors. If customers perceive or experience a reduction in our food quality, service or ambiance or in any way believe we have failed to deliver a consistently positive experience, the value and popularity of one or more of our concepts could suffer. Any shifts in consumer preferences away from the kinds of food we offer, particularly beef, whether because of dietary or other health concerns or otherwise, would make our locations less appealing and could reduce customer traffic and/or impose practical limits on pricing.

*Negative publicity relating to the consumption of beef, including in connection with food-borne illness, or shifts in consumer tastes, could result in reduced consumer demand for our menu offerings, which could reduce sales.*

Our success depends, in large part, upon the popularity of our menu offerings. Instances of food-borne illness, including Bovine Spongiform Encephalopathy, which is also known as BSE or mad cow disease, aphthous fever, which is also known as hoof and mouth disease, as well as hepatitis A, lysteria, salmonella and e-coli, whether or not found in the United States or traced directly to one of our suppliers or our locations, could reduce demand for our menu offerings. Any negative publicity relating to these and other health-related matters, or any other shifts in consumer preferences away from the kinds of food we offer, particularly beef, whether because of dietary or other health concerns or otherwise, may affect consumers' perceptions of our locations and the food that we offer, reduce customer visits to our locations and negatively impact demand for our menu offerings. Adverse publicity relating to any of these matters, beef in general or other similar concerns could adversely affect our business and results of operations.

*Our inability or failure to recognize, respond to and effectively manage the accelerated impact of social media could materially adversely impact our business.*

There has been a significant increase in the use of social media platforms and similar devices, including weblogs (blogs), social media websites and other forms of Internet-based communications which allow individuals' access to a broad audience of consumers and other interested persons. Consumers value readily available information concerning goods and services that they have or plan to purchase, and may act on such information without further investigation or authentication. The availability of information on social media platforms is virtually immediate as is its impact. Many social media platforms immediately publish the content their subscribers and participants can post, often without filters or checks on accuracy of the content posted. The opportunity for dissemination of information, including inaccurate information, is seemingly limitless and readily available. Information concerning our company may be posted on such platforms at any time. Information posted may be adverse to our interests or may be inaccurate, each of which may harm our performance, prospects or business. The harm may be immediate without affording us an opportunity for redress or correction. Such platforms also could be used for dissemination of trade secret information, compromising valuable company assets. In sum, the dissemination of information online could harm our business, prospects, financial condition and results of operations, regardless of the information's accuracy. The inappropriate use of social media vehicles by our customers or employees could increase our costs, lead to litigation or result in negative publicity that could damage our reputation.

***Increases in the prices of, and/or reductions in the availability of commodities, primarily beef, could adversely affect our business and results of operations.***

Our profitability depends in part on our ability to anticipate and react to changes in commodity costs, which have a substantial effect on our total costs. For example purchases of beef represented approximately 30% of our food and beverage costs during each of 2012, 2013 and 2014, and we may not purchase beef pursuant to any long-term contractual arrangements with fixed pricing or use futures contracts or other financial risk management strategies to reduce our exposure to potential price fluctuations. The market for beef is subject to extreme price fluctuations due to seasonal shifts, climate conditions, the price of feed, industry demand, energy demand and other factors. Although we currently do not engage in futures contracts or other financial risk management strategies with respect to potential price fluctuations, from time to time, we may opportunistically enter into fixed price beef supply contracts or contracts for other food products or consider other risk management strategies with regard to our meat and other food costs to minimize the impact of potential price fluctuations. This practice could help stabilize our food costs during times of fluctuating prices, although there can be no assurances that this will occur. The prices of other commodities can affect our costs as well, including corn and other grains, which are ingredients we use regularly and are also used as cattle feed and therefore affect the price of beef. Energy prices can also affect our operating results, as increased energy prices may cause increased transportation costs for beef and other supplies, as well as increased costs for the utilities required to run each location. Historically we have passed increased commodity and other costs on to our customers by increasing the prices of our menu items. While we believe these price increases did not historically affect our customer traffic, there can be no assurance additional price increases would not affect future customer traffic. If prices increase in the future and we are unable to anticipate or mitigate these increases, or if there are shortages for beef, our business and results of operations would be adversely affected.

***We depend upon frequent deliveries of food, alcohol and other supplies, which subjects us to the possible risks of shortages, interruptions and price fluctuations.***

Our ability to maintain consistent quality throughout our locations depends in part upon our ability to acquire fresh products, including beef, fresh seafood, quality produce and related items from reliable sources in accordance with our specifications. While we purchase our food products from a variety of suppliers and believe there to be multiple sources for our food products, if there were to occur any shortages, interruptions or significant price fluctuations in beef or seafood or if our suppliers were unable to perform adequately or fail to distribute products or supplies to our restaurants, or terminate or refuse to renew any contract with us, this could cause a short-term increase of our costs or cause us to remove certain items from a menu, increase the price of certain offerings or temporarily close a location, which could adversely affect our business and results of operations.

In addition, we purchase beer, wine and spirits from distributors, such as Southern Wine & Spirits and Republic National Distributing Company, who own the exclusive rights to sell such alcoholic beverage products in the geographic areas in which our locations reside. Our continued ability to purchase certain brands of alcohol beverages depends upon maintaining our relationships with those distributors, of which there can be no assurance. In the event any of our alcohol beverage distributors cease to supply us, we may be forced to offer brands of alcoholic beverage which have less consumer appeal or which do not match the brand image of our locations, which could increase our costs and our business and results of operations could be adversely affected.

***We depend on the services of key executives, and our business and growth strategy could be materially harmed if we were to lose these executives and were unable to replace them with executives of equal experience and capabilities.***



Some of our senior executives, such as Jonathan Segal, our Chief Executive Officer, Sam Goldfinger, our Chief Financial Officer, John Inserra, our Chief Operating Officer and Celeste Fierro, our Senior Vice President of Marketing, Sales and Events, are particularly important to our success because they have been instrumental in setting our strategic direction, operating our business, identifying, recruiting and training key personnel, identifying expansion opportunities and arranging necessary financing. We currently have employment agreements with Messrs. Segal and Goldfinger, however we cannot prevent our executives from terminating their employment with us. Losing the services of any of these individuals could adversely affect our business. We also believe that our senior executives could not quickly be replaced with executives of equal experience and capabilities and their successors may not be as effective. We currently maintain a \$5,000,000 key person life insurance policy on Jonathan Segal and in the event of Mr. Segal's death the proceeds from such policy are payable to us.

***We will need additional human and financial resources to sustain growth and the strain on our infrastructure and resources could delay the opening of new locations and adversely affect our ability to manage our existing locations.***

We plan to continue our current pace of growth, including the development and promotion principally of STK and STK Rebel. We believe there are opportunities to open three to five locations (restaurants and/or food and beverage hospitality services operations) annually, with new openings of STK and STK Rebel likely serving as the key driver of new unit growth in the near term. In addition to new openings, we also may, among other things, add additional seating to our existing locations, further grow our private dining business, enclose outdoor space and add patio seating to our locations. This growth and these investments will increase our operating complexity and place increased demands on our management and human resources, purchasing and site management teams. While we have committed significant resources to expanding our current management systems, financial and management controls and information systems in connection with our recent growth, if this infrastructure is insufficient to support this expansion, our ability to open new locations, including the development and promotion of STK and to manage our existing locations, including the expansion of our private dining business, would be adversely affected. If we fail to continue to improve our infrastructure or if our improved infrastructure fails, we may be unable to implement our growth strategy or maintain current levels of operating performance in our existing locations.

***Restaurant and hospitality companies have been the target of class action lawsuits and other proceedings alleging, among other things, violations of federal and state workplace and employment laws. Proceedings of this nature, if successful, could result in our payment of substantial damages.***

In recent years restaurant and hospitality companies have been subject to lawsuits (including class actions) alleging, among other things, violations of federal and state laws regarding workplace and employment matters, discrimination and similar matters. A number of these lawsuits have resulted in the payment of substantial damages by the defendants. Similar lawsuits have been instituted from time to time alleging violations of various federal and state wage and hour laws regarding, among other things, employee meal deductions, the sharing of tips amongst certain employees, overtime eligibility of assistant managers and failure to pay for all hours worked. Although we maintain what we believe to be adequate levels of insurance commensurate with the nature and extent of our operations, insurance may not be available at all or in sufficient amounts to cover any liabilities with respect to these matters. Accordingly, if we are required to pay substantial damages and expenses as a result of these types or other lawsuits our business and results of operations would be adversely affected.

Occasionally, our customers file complaints or lawsuits against us alleging that we are responsible for some illness or injury they suffered at or after a visit to one of our locations, including actions seeking damages resulting from food-borne illness and relating to notices with respect to chemicals contained in food products required under state law. We are also subject to a variety of other claims from third parties arising in the ordinary course of our business, including personal injury claims, contract claims and claims alleging violations of federal and state laws. In addition, our restaurants and food and beverage hospitality services operations are subject to state "dram shop" or similar laws which generally allow a person to sue us if that person was injured by a legally intoxicated person who was wrongfully served alcoholic beverages at one of our locations. The restaurant and hospitality industry has also been subject to a growing number of claims that the menus and actions of restaurant chains have led to the obesity of certain of their customers. In addition, we may also be subject to lawsuits from our employees or others alleging violations of federal and state laws regarding workplace and employment matters, discrimination, harassment and similar matters. A number of these lawsuits have resulted in the payment of substantial damages by the defendants.

Regardless of whether any claims against us are valid or whether we are liable, claims may be expensive to defend and may divert time and money away from our operations. In addition, they may generate negative publicity, which could reduce customer traffic and sales. Although we maintain what we believe to be adequate levels of insurance, insurance may not be available at all or in sufficient amounts to cover any liabilities with respect to these or other matters. A judgment or other liability in excess of our insurance coverage for any claims or any adverse publicity resulting from claims could adversely affect our business and results of operations.

***Our business is subject to substantial government regulation and we require current permits in order to operate. Failure to obtain and maintain the necessary permits in any of our locations could cause a material adverse effect on their ability to operate and generate revenue.***

Our business is subject to extensive federal, state and local government regulation, including regulations related to the preparation and sale of food, the sale of alcoholic beverages, the sale and use of tobacco, zoning and building codes, land use and employee, health, sanitation and safety matters. For example, the preparation, storing and serving of food and the use of certain ingredients is subject to heavy regulation. Alcoholic beverage control regulations govern various aspects of our locations' daily operations, including the minimum age of patrons and employees, hours of operation, advertising, wholesale purchasing and inventory control, handling and storage. Typically our locations' licenses to sell alcoholic beverages must be renewed annually and may be suspended or revoked at any time for cause. In addition, because we operate in a number of different states, we are also required to comply with a number of different laws covering the same topics. The failure of any of our locations to timely obtain and maintain necessary governmental approvals, including liquor or other licenses, permits or approvals required to serve alcoholic beverages or food could delay or prevent the opening of a new location or prevent regular day-to-day operations, including the sale of alcoholic beverages, at a location that is already operating, any of which would adversely affect our business and results of operations.

In addition, the costs of operating our locations may increase if there are changes in laws governing minimum hourly wages, working conditions, overtime and tip credits, health care, workers' compensation insurance rates, unemployment tax rates, sales taxes or other laws and regulations such as those governing access for the disabled, including the Americans with Disabilities Act. For example, the Federal Patient Protection and Affordable Care Act, or PPACA, which was enacted on March 23, 2010, among other things, includes guaranteed coverage requirements and imposes new taxes on health insurers and health care benefits that could increase the costs of providing health benefits to employees. In addition, because we have a significant number of locations that reside in certain states, regulatory changes in these states could have a disproportionate impact on our business. If any of the foregoing increased costs and we were unable to offset the change by increasing our menu prices or by other means, our business and results of operations could be adversely affected.

Government regulation can also affect customer traffic at our locations. A number of states, counties and cities have enacted menu labeling laws requiring multi-unit restaurant operators to disclose certain nutritional information. For example, the PPACA establishes a uniform, federal requirement for restaurant chains with 20 or more locations operating under the same trade name and offering substantially the same menus to post nutritional information on their menus, including the total number of calories. The law also requires such restaurants to provide to consumers, upon request, a written summary of detailed nutritional information, including total calories and calories from fat, total fat, saturated fat, cholesterol, sodium, total carbohydrates, complex carbohydrates, sugars, dietary fiber, and total protein in each serving size or other unit of measure, for each standard menu item. The FDA is also permitted to require additional nutrient disclosures, such as trans-fat content. We are not currently subject to requirements to post nutritional information on our menus or in our locations though there can be no assurance that we will not become subject to these requirements in the future. The publication of the final rules has been delayed and the FDA has not provided an expected date for their publication. Our compliance with the PPACA or other similar laws to which we may become subject could reduce demand for our menu offerings, reduce customer traffic and/or reduce average revenue per customer, which would have an adverse effect on our revenue. Also, further government regulation restricting smoking in restaurants and bars, may reduce customer traffic. Any reduction in customer traffic related to these or other government regulations could affect revenues and adversely affect our business and results of operations.

We are also subject to federal, state and local laws and regulations concerning waste disposal, pollution, protection of the environment, and the presence, discharge, storage, handling, release and disposal of, and exposure to, hazardous or toxic substances. These environmental laws provide for significant fines and penalties for noncompliance and liabilities for remediation, sometimes without regard to whether the owner or operator of the property knew of, or was responsible for, the release or presence of hazardous toxic substances. Third parties may also make claims against owners or operators of properties for personal injuries and property damage associated with releases of, or actual or alleged exposure to, such hazardous or toxic substances at, on or from our locations. Environmental conditions relating to releases of hazardous substances at prior, existing or future locations could materially adversely affect our business, financial condition or results of operations. Further, environmental laws, and the administration, interpretation and enforcement thereof, are subject to change and may become more stringent in the future, each of which could materially adversely affect our business, financial condition or results of operations.

To the extent that governmental regulations impose new or additional obligations on our suppliers, including, without limitation, regulations relating to the inspection or preparation of meat, food and other products used in our business, product availability could be limited and the prices that our suppliers charge us could increase. We may not be able to offset these costs

through increased menu prices, which could have a material adverse effect on our business. If any of our restaurants were unable to serve particular food products, even for a short period of time, or if we are unable to offset increased costs, our business and results of operations could be adversely affected.

Further, the U.S. Congress and Department of Homeland Security from time to time consider and may implement changes to federal immigration laws, regulations or enforcement programs. Some of these changes may increase our obligations for compliance and oversight, which could subject us to additional costs and make our hiring process more cumbersome, or reduce the availability of potential employees. Even if we operate our restaurants in strict compliance with U.S. Immigration and Customs Enforcement and state requirements, some of our employees may not meet federal work eligibility or residency requirements, which could lead to a disruption in our work force. Although we require all of our new employees to provide us with the government-specified documentation evidencing their employment eligibility, some of our employees may, without our knowledge, be unauthorized workers. Unauthorized workers are subject to seizure and deportation and may subject us to fines, penalties or loss of our business license in certain jurisdictions. Additionally, a government audit could result in a disruption to our workforce or adverse publicity that could negatively impact our brand and our use of E-Verify and/or potential for receipt of letters from the Social Security Administration requesting information (commonly referred to as no-match letters) could make it more difficult to recruit and/or retain qualified employees.

Potential changes in labor laws or increased union recruiting activities could result in portions of our workforce being subjected to greater organized labor influence. Although we do not currently have any unionized employees, labor legislation could have an adverse effect on our business and financial results by imposing requirements that could potentially increase our costs, reduce our flexibility and impact our ability to service our customers. In addition, a labor dispute involving some or all of our employees could harm our reputation, disrupt our operations and reduce our revenues and resolution of disputes may increase our costs.

***We could face labor shortages that could slow our growth and adversely impact our ability to operate our locations.***

Our success depends in part upon our ability to attract, motivate and retain a sufficient number of qualified employees, including managers, kitchen staff and servers, necessary to keep pace with our anticipated expansion schedule and meet the needs of our existing locations. A sufficient number of qualified individuals of the requisite caliber to fill these positions may be in short supply in some communities. Competition in these communities for qualified staff could require us to pay higher wages and provide greater benefits. Any inability to recruit and retain qualified individuals may also delay the planned openings of new restaurants and could adversely impact our existing locations. Any such inability to retain or recruit qualified employees, increased costs of attracting qualified employees or delays in location openings could adversely affect our business and results of operations.

***Changes to minimum wage laws could increase our labor costs substantially.***

Under the minimum wage laws in most jurisdictions, we are permitted to pay certain hourly employees a wage that is less than the base minimum wage for general employees because these employees receive tips as a substantial part of their income. As of December 31, 2014, approximately 47% of our employees earn this lower minimum wage in their respective locations since tips constitute a substantial part of their income. If cities, states or the federal government change their laws to require all employees to be paid the general employee minimum base wage regardless of supplemental tip income, our labor costs would increase substantially. In addition, President Obama has called for an increase in the federal minimum wage to at least \$10.10 per hour, which, if passed into law, would increase our costs. Certain states in which we operate restaurants have adopted or are considering adopting minimum wage statutes that exceed the federal minimum wage as well. We may be unable or unwilling to increase our prices in order to pass these increased labor costs on to our customers, in which case, our business and results of operations could be adversely affected.

***Unanticipated costs or delays in the development or construction of future restaurants could prevent our timely and cost-effective opening of new restaurants.***

We depend on contractors to construct our restaurants. Many factors may adversely affect the cost and time associated with the development and construction of our restaurants, including, but not limited to:

- labor disputes;
- shortages of materials or skilled labor;
- adverse weather conditions;

- unforeseen engineering problems;
- environmental problems;
- construction or zoning problems;
- local government regulations;
- modifications in design; and
- other unanticipated increases in costs.

Any of these factors could give rise to delays or cost overruns, which may prevent us from developing additional restaurants within our anticipated budgets or time periods or at all. Any such failure could cause our business, results of operations and financial condition to suffer.

***We occupy most of our restaurants and some of our food and beverage hospitality services locations under long-term non-cancelable leases under which we may remain obligated to perform even if we close those operations, and we may be unable to renew leases at the end of their terms.***

Most of our restaurants and some of our food and beverage hospitality operations are located in premises that we lease (while others are located in premises owned or leased by third parties). Many of our current leases are non-cancelable and typically have terms ranging from 10 to 15 years with renewal options for terms ranging from 5 to 10 years. We believe that leases that we enter into in the future will be on substantially similar terms. If we were to close or fail to open a restaurant or other venue at a location we lease, we would generally remain committed to perform our obligations under the applicable lease, which could include, among other things, payment of the base rent for the balance of the lease term. Our obligation to continue making rental payments and fulfilling other lease obligations in respect of leases for closed or unopened restaurants could have a material adverse effect on our business and results of operations. Alternatively, at the end of the lease term and any renewal period for a restaurant, we may be unable to renew the lease without substantial additional cost, if at all. If we cannot renew such a lease we may be forced to close or relocate a restaurant, which could subject us to construction and other costs and risks.

***Fixed rental payments and/or minimum percentage rent payments account for a significant portion of our operating expenses, which increases our vulnerability to general adverse economic and industry conditions and could limit our operating and financing flexibility.***

Fixed payments and/or minimum percentage rent payments under our operating leases and management agreements account for a significant portion of our operating expenses and we expect the new locations we open in the future will contain similar terms. Our substantial operating lease obligations could have significant negative consequences, including:

- increasing our vulnerability to general adverse economic and industry conditions;
- limiting our ability to obtain additional financing;
- requiring a substantial portion of our available cash flow to be applied to our rental obligations, thus reducing cash available for other purposes;
- limiting our flexibility in planning for or reacting to changes in our business or the industry in which we compete; and
- placing us at a disadvantage with respect to some of our competitors.

We depend on cash flow from operations to pay our obligations and to fulfill our other cash needs. If our business does not generate sufficient cash flow from operating activities and sufficient funds are not otherwise available to us from borrowings under our term loan facility or other sources, we may not be able to meet our operating lease and management agreement obligations, grow our business, respond to competitive challenges or fund our other liquidity and capital needs, which could adversely affect our business and results of operations.

***Limitations in our insurance coverage or rising insurance costs could adversely affect our business or financial condition in certain circumstances.***

We purchase comprehensive insurance coverage, including, but not limited to, workers' compensation, general liability, umbrella, directors' and officers' liability, employment practices liability, property, equipment breakdown, crime and errors and omissions insurance with coverage levels that we consider appropriate, based in part on the advice of our outside insurance and risk management advisors. However, such insurance is subject to limitations, including deductibles, self-insured retention amounts, exclusions and maximum liabilities covered. The cost of workers' compensation, general liability, umbrella, directors' and officers' liability, employment practices liability, property, equipment breakdown, crime and errors and omissions insurance fluctuates based on market conditions and availability as well as our historical trends. Moreover, there are certain types of losses that may be uninsurable or not economically insurable. Such hazards may include earthquake losses in California and flood losses in Florida. If such a loss should occur, we would, to the extent that we were not covered for such loss by insurance, suffer a loss of the capital invested, as well as anticipated profits and cash flow from such damaged or destroyed properties. Punitive damage awards are generally not covered by insurance; thus, any awards of punitive damages as to which we may be liable could adversely affect our ability to continue to conduct our business, to expand our operations or to develop additional restaurants. In addition, one of our former commercial liability insurers went into liquidation as of April 10, 2014, and as a result, we have certain matters that are uninsured and which we believe are immaterial. While there is some exposure, we have determined at this time that such exposure should not materially adversely affect our business or financial condition. There is no assurance that any insurance coverage we maintain will be adequate, that we can continue to obtain and maintain such insurance at all or that the premium costs will not rise to an extent that they adversely affect us or our ability to economically obtain or maintain such insurance.

We maintain insurance through third-party commercial insurers, subject to deductibles and self-insured retention amounts, to protect against various risks associated with our activities, including, among others, general liability and property insurance. The dollar amount of claims that we actually experience under our general liability, umbrella and property insurance, for which we carry high deductibles and self-insured retention amounts, may increase at any time, thereby further increasing our costs. Additionally, health insurance costs have risen significantly over the past few years and are expected to continue to increase. These increases have a negative impact on our profitability if we are not able to offset the effect of such increases with plan modifications and cost control measures, or by continuing to improve our operating efficiencies.

***The impact of negative economic factors, including the availability of credit, on our landlords or the hotels, resorts or casinos in which some of our restaurants and food and beverage hospitality services operations are located, could negatively affect our financial results.***

Negative effects on our existing and potential landlords due to the inaccessibility of credit and other unfavorable economic factors may, in turn, adversely affect our business and results of operations. If our landlords are unable to obtain financing or remain in good standing under their existing financing arrangements, they may be unable to provide construction contributions or satisfy other lease covenants to us. If any landlord files for bankruptcy protection, the landlord may be able to reject our lease in the bankruptcy proceedings. While we would under some circumstances have the option to retain our rights under the lease, we could not compel the landlord to perform any of its obligations and would be left with damages (which are subject to collectability risk) as our sole recourse. In addition, if the sites within which our co-located restaurants and food and beverage hospitality services operations are located are unable to obtain sufficient credit to continue to properly manage their sites, we may experience a drop in the level of quality of such sites. Our development of new locations may also be adversely affected by the negative financial situations of potential developers, landlords and host sites. Such parties may delay or cancel development projects or renovations of existing projects due to the instability in the credit markets and recent declines in consumer spending. This could reduce the number of high-quality locations available that we would consider for our new operations or cause the quality of the sites in which the restaurants and food and beverage hospitality services operations are located to deteriorate. Any of these developments could have an adverse effect on our existing businesses or cause us to curtail new projects.

***Our current term loan facility requires that we comply with certain affirmative and negative covenants and provides for a pledge of substantially all of our assets to secure our obligations. Failure to comply with the terms of the term loan agreement could result in a negative adverse impact on our ability to maintain or expand our business.***

We and certain of our subsidiaries are parties to a term loan agreement dated as of December 17, 2014 (the "Term Loan Agreement") with BankUnited, N.A. The Term Loan Agreement, which terminated our 2011 revolving credit facility and refinanced the aggregate outstanding principal amount of the existing loans, contains a number of significant restrictive covenants that generally limit our ability to, among other things:

- incur additional indebtedness or make amendments to indebtedness, subject to certain exceptions;

- issue guarantees;
- make investments;
- use assets as security in other transactions or create any other liens;
- sell assets or merge with or into other companies;
- make capital expenditures in excess of specified amounts;
- change the fiscal year or the nature of our operations; and
- terminate any ERISA plans.

Our Term Loan Agreement limits our ability to engage in these types of transactions even if we believed that a specific transaction would contribute to our future growth or improve our operating results. Our Term Loan Agreement also requires us to achieve specified financial and operating results and maintain compliance with specified financial ratios. See “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Term Loan Agreement.” Our ability to comply with these provisions may be affected by events beyond our control. A breach of any of these provisions or our inability to comply with required financial ratios in our Term Loan Agreement could result in a default under the Term Loan Agreement in which case the lenders will have the right to declare all borrowings to be immediately due and payable. If we are unable to repay all borrowings when due, whether at maturity or if declared due and payable following a default, the lenders would have the right to proceed against the collateral granted to secure the indebtedness which consists of substantially all of our assets. If we breach these covenants or fail to comply with the terms of the Term Loan Agreement, and the lenders accelerate the amounts outstanding under the Term Loan Agreement, our business and results of operations would be adversely affected.

***We may be dependent on the availability of additional debt financing to support our operations and growth. Any future indebtedness would increase the Company’s exposure, would likely limit our operational and financing flexibility and negatively impact our business.***

Our ability to continue to grow will be dependent on our ability to raise additional financing. To the extent that this consists of debt, it will increase our liabilities, require additional cash flow to service such debt and will most likely contain further restrictive covenants limiting our financial and operational flexibility. There can be no assurance that such additional financing will be available on favorable terms or at all. Prior to the Merger, we relied upon loans from our President and CEO Jonathan Segal and related entities. We expect that we will depend primarily on cash generated by our operations for funds to pay our expenses. Our ability to make these payments depends on our future performance, which will be affected by financial, business, economic and other factors, many of which we cannot control. Our business may not generate sufficient cash flows from operations in the future and our currently anticipated growth in revenues and cash flows may not be realized, either or both of which could result in our being unable to repay indebtedness or to fund other liquidity needs. If our operations do not generate sufficient cash flow to service our debt, we may be required to refinance all or part of our then existing debt, sell assets or borrow more money, in each case on terms that are not acceptable to us. In addition, the terms of existing or future debt agreements may restrict us from adopting any of these alternatives. Our ability to raise capital and incur additional debt in the future could also delay or prevent a change in control of our company, make some transactions more difficult and impose additional financial or other covenants on us. In addition, any significant levels of indebtedness in the future could place us at a competitive disadvantage compared to our competitors that may have proportionately less debt and could make us more vulnerable to economic downturns and adverse developments in our business. Our indebtedness and any inability to pay our debt obligations as they come due or inability to incur additional debt could adversely affect our business and results of operations.

***Information technology system failures or breaches of our network security, including with respect to confidential information, could interrupt our operations and adversely affect our business.***

We rely on our computer systems and network infrastructure across our operations, including point-of-sale processing at our locations, for management of our supply chain, payment of obligations, collection of cash, credit and debit card transactions and other processes and procedures. Our ability to efficiently and effectively manage our business depends significantly on the reliability and capacity of these systems. Our operations also depend upon our ability to protect our computer equipment and systems against damage from physical theft, fire, power loss, telecommunications failure or other catastrophic events, as well

as from internal and external security breaches, viruses, worms and other disruptive problems. Any damage or failure of our computer systems or network infrastructure that causes an interruption in our operations could subject us to litigation or actions by regulatory authorities. The failure of these systems to operate effectively, maintenance problems, upgrading or transitioning to new platforms, or a breach in security of these systems could further result in delays in customer service and reduce efficiency in our operations. In addition, the majority of our sales are by credit or debit cards. Other restaurants and retailers have experienced security breaches in which credit and debit card information of their customers has been stolen. If this or another type of breach occurs at one of our locations, we may become subject to lawsuits or other proceedings for purportedly fraudulent transactions arising out of the actual or alleged theft of our customers' credit or debit card information. Although we employ both internal resources and external consultants to conduct auditing and testing for weaknesses in our systems, controls, firewalls and encryption and intend to maintain and upgrade our security technology and operational procedures to prevent such damage, breaches or other disruptive problems, there can be no assurance that these security measures will be successful. Any such claim, proceeding or action by a regulatory authority, or any adverse publicity resulting from these allegations, could adversely affect our business and results of operations.

***Jonathan Segal, our Chief Executive Officer, beneficially owns a substantial portion of our Common Stock, he may have conflicts of interest with other stockholders in the future and his significant ownership will limit your ability to influence corporate matters.***

Jonathan Segal beneficially owns approximately 35% of our Common Stock. As a result of this concentration of stock ownership, Jonathan Segal, acting on his own, has sufficient voting power to effectively control all matters submitted to our stockholders for approval that do not require a super majority, including director elections and proposed amendments to our bylaws.

In addition, this concentration of ownership may delay or prevent a merger, consolidation or other business combination or change in control of our company and make some transactions that might otherwise give you the opportunity to realize a premium over the then-prevailing market price of our Common Stock more difficult or impossible without the support of Mr. Segal. The interests of Mr. Segal may not always coincide with our interests as a company or the interests of other stockholders. Accordingly, Mr. Segal could cause us to enter into transactions or agreements of which you would not approve or make decisions with which you would disagree. This concentration of ownership may also adversely affect our share price.

Mr. Segal currently owns and will continue to own equity interests, including controlling equity interests, in other restaurant and food and beverage hospitality service companies, some of which compete with our company. Therefore, the interest of Mr. Segal with respect to his ownership or control of such other competing companies may not always coincide with our interests as a company or the interests of other stockholders.

***We are a holding company and depend on the cash flow of our subsidiaries.***

We are a holding company with no material assets other than the equity interests of our subsidiaries. Our subsidiaries conduct substantially all of our operations and own substantially all of our assets and intellectual property. Consequently, our cash flow and our ability to meet our obligations and pay any future dividends to our stockholders depends upon the cash flow of our subsidiaries and the payment of funds by our subsidiaries directly or indirectly to us in the form of dividends, distributions and other payments. Any inability on the part of our subsidiaries to make payments to us could have a material adverse effect on our business, financial condition and results of operations. The equity interests of most of our subsidiaries are pledged to BankUnited (formerly Herald National Bank) to secure our obligations under the Term Loan Agreement. In addition, we guaranteed to BankUnited the obligations of our subsidiaries.

***If we fail to maintain an effective system of internal controls over financial reporting, we may not be able to accurately report our financial results. As a result, current and potential stockholders could lose confidence in our financial reporting, which could harm our business and the trading price of our stock.***

Effective internal controls over financial reporting are necessary for us to provide reliable financial reports. If we cannot maintain effective controls and reliable financial reports, our business and operating results could be harmed. For example, as of December 31, 2013 and during the first three quarters of 2014, our management determined that we had a material weakness related 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. We depended heavily on our Chief Financial Officer until we hired our Director of Financial

Reporting in June 2014, our General Counsel in May 2014 and additional staff, and we upgraded our accounting software. We continue to work on improvements to our internal controls over financial reporting and there can be no assurance that this or another material weakness will not occur in the future. Any failure to implement and maintain controls over our financial reporting or difficulties encountered in the implementation of improvements in our controls, could cause us to fail to meet our reporting obligations. Any material failure to maintain our internal controls over financial reporting or to address weaknesses in the future, if they were to occur, could also cause investors to lose confidence in our reported financial information, which could have a negative impact on the trading price of our stock.

***The effect of changes to healthcare laws in the United States may increase the number of employees who choose to participate in our healthcare plans, which may significantly increase our healthcare costs and negatively impact our financial results.***

In 2010, the Patient Protection and Affordable Care Act of 2010 (the "PPACA") was signed into law in the United States to require health care coverage for many uninsured individuals and expand coverage to those already insured. Significant costs of the PPACA will occur beginning in 2015 due to provisions of the legislation being phased in over time and changes to our healthcare costs structure could have a significant, negative impact on business. We currently offer and subsidize comprehensive healthcare coverage, primarily for our salaried employees. The healthcare reform law will require us to offer healthcare benefits to all full-time employees (including full-time hourly employees) that meet certain minimum requirements of coverage and affordability, or face penalties. If we elect to offer such benefits we may incur substantial additional expense. If we fail to offer such benefits, or the benefits we elect to offer do not meet the applicable requirements, we may incur penalties. The healthcare reform law also requires individuals to obtain coverage or face individual penalties, so employees who are currently eligible but elect not to participate in our healthcare plans may find it more advantageous to do so when such individual mandates take effect. It is also possible that by making changes or failing to make changes in the healthcare plans offered by us we will become less competitive in the market for our labor. Finally, implementing the requirements of healthcare reform is likely to impose additional administrative costs. The costs and other effects of these new healthcare requirements cannot be determined with certainty, but they may significantly increase our healthcare coverage costs and could materially adversely affect our, business, financial condition or results of operations.

***We may incur costs resulting from breaches of security of confidential consumer information related to our electronic processing of credit and debit card transactions.***

The majority of our sales are by credit or debit cards. Other restaurants and retailers have experienced security breaches in which credit and debit card information has been stolen. We may in the future become subject to claims for purportedly fraudulent transactions arising out of the actual or alleged theft of credit or debit card information, and we may also be subject to lawsuits or other proceedings relating to these types of incidents. Any such claim or proceeding could cause us to incur significant unplanned expenses, which could have an adverse impact on our financial condition and results of operations. Further, adverse publicity resulting from these allegations may have a material adverse effect on us and our restaurants.

***Future changes in financial accounting standards may significantly change our reported results of operations.***

Generally accepted accounting principles in the U.S. are subject to interpretation by the Financial Accounting Standards Board, or FASB, the American Institute of Certified Public Accountants, the SEC and various bodies formed to promulgate and interpret appropriate accounting principles. A change in these principles or interpretations could have a significant effect on our reported financial results and could affect the reporting of transactions completed before the announcement of a change. In addition, the SEC has announced a multi-year plan that could ultimately lead to the use of International Financial Reporting Standards by U.S. issuers in their SEC filings. Any such change could have a significant effect on our reported financial results.

Additionally, our assumptions, estimates and judgments related to complex accounting matters could significantly affect our financial results. Generally accepted accounting principles and related accounting pronouncements, implementation guidelines and interpretations with regard to a wide range of matters that are relevant to our business, including but not limited to, revenue recognition, fair value of investments, impairment of long-lived assets, leases and related economic transactions, intangibles, self-insurance, income taxes, property and equipment, unclaimed property laws and litigation, and stock-based compensation are highly complex and involve many subjective assumptions, estimates and judgments by us. Changes in these rules or their interpretation or changes in underlying assumptions, estimates or judgments by us could significantly change our reported or expected financial performance.

***Our federal, state and local tax returns may, from time to time, be selected for audit by the taxing authorities, which may result in tax assessments or penalties that could have a material adverse impact on our results of operations and financial position.***



We are subject to federal, state and local taxes. Significant judgment is required in determining the provision for income taxes. Although we believe our tax estimates are reasonable, if the IRS or other taxing authority disagrees with the positions we have taken on our tax returns, we could have additional tax liability, including interest and penalties. If material, payment of such additional amounts, upon final adjudication of any disputes, could have a material impact on our results of operations and financial position. The cost of complying with new tax rules, laws or regulations could be significant. Increases in federal or state statutory tax rates and other changes in tax laws, rules or regulations may increase our effective tax rate. Any increase in our effective tax rate could have a material impact on our financial results.

### **Risks Related to Our Securities**

***Insiders have substantial control over us, and they could delay or prevent a change in our corporate control even if our other stockholders wanted it to occur.***

Our executive officers, directors, and principal stockholders hold a significant percentage of our outstanding Common Stock (with Jonathan Segal alone accounting for approximately 35%). Accordingly, these stockholders are able to control or have a significant impact on all matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions. This could delay or prevent an outside party from acquiring or merging with us even if our other stockholders affirmed such action. In addition, such concentrated control may adversely affect the price of our Common Stock and sales by our insiders or affiliates, along with any other market transactions, could affect the market price of our Common Stock.

***Our securities are quoted on the OTCQB, which will limit the liquidity and price of our securities more than if our securities were quoted or listed on the Nasdaq Stock Market or another national exchange.***

Our units, Common Stock and warrants are traded in the over-the-counter market and are quoted on the OTCQB not included in the Nasdaq Stock Market or another exchange. Quotation of our securities on the OTCQB will limit the liquidity and price of our securities more than if our securities were quoted or listed on the Nasdaq Stock Market or another national securities exchange. Lack of liquidity will limit the number of shares and the price at which our stockholders may be able to sell our securities or our stockholders' ability to sell our securities at all. There may be significant consequences associated with our Common Stock trading on the OTCQB rather than a national exchange. The effects of not being able to list our Common Stock securities on a national exchange include:

- limited release of the market price of our securities;
- limited news coverage;
- limited interest by investors in our securities;
- volatility of our Common Stock price due to low trading volume;
- increased difficulty in selling our securities in certain states due to "blue sky" restrictions; and
- limited ability to issue additional securities or to secure additional financing.

***Because we became a public company by means of a "reverse merger with a shell company," we are subject to a one-year "seasoning period" before we will be permitted to list our securities on a securities exchange (subject to certain exceptions).***

Prior to the Merger, we were a "shell company" as that term is defined in the SEC's rules and as such additional risks may exist. Companies that become public through a "reverse takeover with a shell company" are not permitted to list their securities on a securities exchange until (i) the company has completed a one-year "seasoning period" by trading in the United States over-the-counter market or on another regulated United States or foreign exchange following the reverse merger, and filed all required reports with the SEC, including audited financial statements, and (ii) the company maintains the requisite minimum share price for a sustained period, and for at least 30 of the 60 trading days, immediately prior to its listing application and the exchange's decision to list. The additional listing requirements would not apply to a reverse merger company's listing application if (i) the listing is in connection with a firm commitment underwritten public offering providing

gross proceeds to the company of at least \$40 million or (ii) the reverse merger occurred five or more years before applying to list so that at least four annual reports on Form 10-K with audited historical financial information have been filed by the company with the SEC following the one-year trading period. No assurance can be given that brokerage firms will want to conduct any secondary offerings on behalf of our post-merger company in the future.

***Our units and Common Stock may be considered “penny stock.”***

The SEC has adopted regulations, which generally define “penny stock” to be an equity security that has a market price of less than \$5.00 per share, subject to specific exemptions. The market price of our Common Stock may trade at less than \$5.00 per share and therefore may be a “penny stock.” Brokers and dealers effecting transactions in “penny stock” must disclose certain information concerning the transaction, obtain a written agreement from the purchaser and determine that the purchaser is reasonably suitable to purchase the securities. These rules may restrict the ability of brokers or dealers to sell the Common Stock and may affect your ability to sell shares.

***If securities or industry analysts do not publish, or cease publishing, research or reports about us, our business or our market, or if they change their recommendations regarding our stock adversely, our stock price and trading volume could decline.***

If a trading market for our Common Stock develops, it will likely be influenced by whether industry or securities analysts publish research and reports about us, our business, our market or our competitors and, if any analysts do publish such reports, what they publish in those reports. We currently have no coverage and may not obtain analyst coverage in the future. Any analysts that do cover us may make adverse recommendations regarding our stock, adversely change their recommendations from time to time, and/or provide more favorable relative recommendations about our competitors. If any analyst who may cover us in the future were to cease coverage of our company or fail to regularly publish reports on us, or if analysts fail to cover us or publish reports about us at all, we could lose, or never gain, visibility in the financial markets, which in turn could cause our stock price or trading volume to decline.

***There has been limited trading activity in our Common Stock and there is no assurance that an active market will develop in the future.***

There has been limited trading activity in our Common Stock. Further, although our Common Stock is currently quoted on the OTCQB, trading of our Common Stock may be extremely sporadic. For example, several days may pass before any shares may be traded. As a result, an investor may find it difficult to dispose of, or to obtain accurate quotations of the price of our Common Stock. There can be no assurance that a more active market for our Common Stock will develop, or if one should develop, there is no assurance that it will be sustained. This severely limits the liquidity of our Common Stock, and would likely have a material adverse effect on the market price of our Common Stock and on our ability to raise additional capital. The price of our securities may vary significantly due to our reports of operating losses, one or more potential business transactions, the filing of periodic reports with the SEC, and general market and economic conditions. In addition, the price of the securities can vary due to our general business condition. Our stockholders may be unable to sell their securities unless a market can be established and sustained.

***In order to raise sufficient funds to expand our operations, we may have to issue additional securities at prices that may result in substantial dilution to our shareholders.***

If we raise additional funds through the sale of equity or convertible debt, our current stockholders’ percentage ownership will be reduced. In addition, these transactions may dilute the book value of our outstanding securities. We may have to issue securities that have rights, preferences and privileges senior to our Common Stock. We cannot provide assurance that we will be able to raise additional funds on terms acceptable to us, if at all. If future financing is not available or is not available on acceptable terms, we may not be able to fund our future needs, which would have a material adverse effect on our business plans, prospects, results of operations and financial condition.

***Our ability to raise capital in the future may be limited.***

Our business and operations may consume resources faster than we anticipate. In the future, we may need to raise additional funds through the issuance of new equity securities, debt or a combination of both. Additional financing may not be available on favorable terms, or at all. If adequate funds are not available on acceptable terms, we may be unable to fund our capital requirements. If we issue new debt securities, the debt holders would have rights senior to common stockholders to make claims on our assets, and the terms of any debt could restrict our operations, including our ability to pay dividends on our Common Stock. If we issue additional equity securities, existing stockholders will experience dilution, and the new equity

securities could have rights senior to those of our Common Stock. Because our decision to issue securities in any future offering will depend on market conditions and other factors beyond our control, we cannot predict or estimate the amount, timing or nature of our future offerings. Thus, our stockholders bear the risk of our future securities offerings reducing the market price of our Common Stock and diluting their interest.

***The price of our Common Stock could be subject to volatility related or unrelated to our operations.***

If a market for our Common Stock develops, the trading price of our Common Stock could fluctuate substantially due to a number of factors, including market perception of our ability to meet our growth projections and expectations, quarterly operating results of other companies in the same industry, trading volume in our Common Stock, changes in general conditions in the economy and the financial markets or other developments affecting our business and the business of others in our industry. In addition, the stock market itself is subject to extreme price and volume fluctuations. This volatility has had a significant effect on the market price of securities issued by many companies for reasons related and unrelated to their operating performance and could have the same effect on our Common Stock.

***As a public company, we incur significant costs and face demands on our management to comply with SEC requirements.***

We are required as a public company to comply with an extensive body of regulations, including provisions of the Sarbanes-Oxley Act as well as rules and regulations promulgated by the SEC. These rules and regulations could result in substantial legal and financial compliance costs and make some activities more time-consuming and costly, and these costs and demands may increase if we no longer qualify as a “smaller reporting company.” In addition, we incur costs associated with our public company reporting requirements and maintaining directors’ and officers’ liability insurance. Furthermore, our management has increased demands on its time in order to ensure we comply with public company reporting requirements and the compliance requirements of the Sarbanes-Oxley Act, as well as any rules and requirements subsequently implemented by the SEC.

***Applicable regulatory requirements, including those contained in and issued under the Sarbanes-Oxley Act, may make it difficult for us to retain or attract qualified officers and directors, which could adversely affect the management of our business and our ability to obtain or retain listing of our Common Stock.***

We may be unable to attract and retain those qualified officers, directors and members of board committees required to provide for effective management because of the rules and regulations that govern publicly held companies, including, but not limited to, certifications by principal executive officers. The enactment of the Sarbanes-Oxley Act has resulted in the issuance of a series of related rules and regulations and the strengthening of existing rules and regulations by the SEC, as well as the adoption of new and more stringent rules by the stock exchanges. The perceived increased personal risk associated with these changes may deter qualified individuals from accepting roles as directors and executive officers.

Further, some of these changes heighten the requirements for board or committee membership, particularly with respect to an individual’s independence from the corporation and level of experience in finance and accounting matters. We may have difficulty attracting and retaining directors with the requisite qualifications. If we are unable to attract and retain qualified officers and directors, the management of our business and our ability to obtain or retain listing of our shares of Common Stock on any stock exchange (assuming we elect to seek and are successful in obtaining such listing) could be adversely affected.

***Although we are required to use our best efforts to keep a registration statement covering the issuance of the shares of Common Stock underlying our outstanding warrants effective until the expiration of the warrants, we may not be successful in having such a registration statement remain effective, in which case our warrant holders may not be able to exercise their warrants.***

Holders of our warrants will only be able to exercise the warrants if we have an effective registration statement covering the shares of Common Stock issuable upon exercise of the warrants and a current prospectus relating to such Common Stock, and such shares of Common Stock are qualified for sale or exempt from qualification under the applicable securities laws of the states in which the various holders of warrants reside. Although we have undertaken in the warrant agreement, and therefore have a contractual obligation, to use our best efforts to maintain an effective registration statement covering the shares of Common Stock issuable upon exercise of the warrants until the expiration of the warrants, and we intend to comply with our undertaking, we may not be able to do so. Factors such as our inability to remain current in our SEC reporting obligations or other material developments concerning our business could present difficulties in maintaining an effective registration statement and a current prospectus. Holders of warrants will not be able to settle their warrants for cash if we fail to have an effective registration statement or a current prospectus available relating to the Common Stock issuable upon exercise of the warrants.

***We may amend the terms of the warrants in a manner that may be adverse to holders with the approval by the holders of a majority of the then outstanding public warrants.***

Our warrants were issued in registered form under a warrant agreement between Continental Stock Transfer & Trust Company, as warrant agent, and us. The warrant agreement provides that the terms of the warrants may be amended without the consent of any holder to extend the exercise period, reduce the exercise price, cure any ambiguity or correct any defective provision, but requires the approval by the holders of at least a majority of the then outstanding public warrants in order to make any change that adversely affects the interests of the registered holders. Accordingly, we may amend the terms of the warrants in an adverse way to a holder if holders of at least a majority of the then outstanding public warrants approve of such amendment. Although our ability to amend the terms of the warrants with the consent of at least a majority of the then outstanding warrants is unlimited, examples of such adverse amendments could be amendments to increase the exercise price of the warrants or decrease the number of shares of our Common Stock purchasable upon exercise of a warrant, among other things.

***We have adopted the 2013 Employee, Director and Consultant Equity Incentive Plan pursuant to which we have the ability to issue options and/or restricted stock, which have the potential to dilute stockholder value and cause the price of our Common Stock to decline.***

We have established an employee equity incentive plan pursuant to which we may issue options, warrants, restricted stock grants or similar equity linked instrument. Pursuant to that plan, we have granted options to purchase 2,857,156 shares of our common stock through March 31, 2015 and we expect to offer stock options, restricted stock and/or other forms of stock-based compensation to our directors, officers and employees, subject to vesting requirements. If the stock issued upon exercise of options or the restricted stock that we issue are sold into the public market, the market price of our Common Stock may decline. In addition, the availability of shares of Common Stock for award under our equity incentive plan, or the grant of stock options, restricted stock or other forms of stock-based compensation, may adversely affect the market price of our Common Stock.

***Rule 144 may not be available for public resales of our securities.***

Rule 144 under the Securities Act, which permits the resale, subject to various terms and conditions, of limited amounts of restricted securities after they have been held for six months will not immediately apply to our Common Stock because we were at one time designated as a "shell company" under SEC regulations. Pursuant to Rule 144(i), securities issued by a current or former shell company that otherwise meet the holding period and other requirements of Rule 144 nevertheless cannot be sold in reliance on Rule 144 until one year after the date on which the issuer filed current "Form 10 information" (as defined in Rule 144(i)) with the SEC reflecting that it ceased being a shell company, and provided that at the time of a proposed sale pursuant to Rule 144, the issuer has satisfied certain reporting requirements under the Exchange Act. We believe this requirement to file Form 10 information has been satisfied by the filing of our Current Report on Form 8-K dated October 16, 2013, as amended on November 6, 2013, November 14, 2013, November 27, 2013, December 19, 2013 and January 17, 2014. Because, as a former shell company, the reporting requirements of Rule 144(i) will apply regardless of holding period, the restrictive legends on certificates for the shares of Common Stock issued in the Merger cannot be removed except in connection with an actual sale that is subject to an effective registration statement under, or an applicable exemption from the registration requirements of, the Securities Act. The absence of a Rule 144 exemption for resales of our Common Stock would materially reduce the ability to sell such shares.

***The resale of shares covered by a registration statement could adversely affect the market price of our Common Stock in the public market, which result would in turn negatively affect our ability to raise additional equity capital.***

The sale, or availability for sale, of our Common Stock in the public market may adversely affect the prevailing market price of our Common Stock and may impair our ability to raise additional capital by selling equity or equity-linked securities. The resale of a substantial number of shares of our Common Stock in the public market could adversely affect the market price for our Common Stock and make it more difficult for you to sell shares of our Common Stock at times and prices that you feel are appropriate. Furthermore, we expect that, because a large number of shares were registered pursuant to a registration statement covering the resale of certain shares of our Common Stock issued in connection with the Merger, as well as all of the shares of Common Stock sold in the October 2013 Private Placement, selling stockholders will continue to offer shares covered by such registration statement for a significant period of time, the precise duration of which cannot be predicted. Accordingly, the adverse market and price pressures resulting from an offering pursuant to such registration statement may continue for an extended period of time and continued negative pressure on the market price of our Common Stock could have a material adverse effect on our ability to raise additional equity capital.

***We do not anticipate paying cash dividends, and accordingly, stockholders must rely on stock appreciation for any return on their investment.***

We have never declared or paid any cash dividend on our stock and do not currently intend to do so for the foreseeable future. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Therefore, the success of an investment in shares of our Common Stock will depend upon any future appreciation in their value. There is no guarantee that shares of our Common Stock will appreciate in value or even maintain the price at which our stockholders have purchased their shares.

***Provisions in our amended and restated certificate of incorporation and bylaws and Delaware law may inhibit a takeover of us, which could limit the price investors might be willing to pay in the future for our Common Stock and could entrench management.***

Our amended and restated certificate of incorporation and bylaws contain provisions that may discourage unsolicited takeover proposals that stockholders may consider to be in their best interests. Our board of directors is divided into three classes, each of which will generally serve for a term of three years with only one class of directors being elected in each year. As a result, at a given annual meeting only a minority of the board of directors may be considered for election. Since our staggered board of directors may prevent our stockholders from replacing a majority of our board of directors at any given annual meeting, it may entrench management and discourage unsolicited stockholder proposals that may be in the best interests of stockholders. Moreover, our board of directors has the ability to designate the terms of and issue new series of preferred stock without stockholder approval.

We are also subject to anti-takeover provisions under Delaware law, which could delay or prevent a change of control. Together, these provisions may make more difficult the removal of management and may discourage transactions that otherwise could involve payment of a premium over prevailing market prices for our securities.

***Our Certificate of Incorporation entitles us to issue “blank check” preferred stock without stockholder approval. Such preferred stock would have terms and conditions more favorable to its holders that are enjoyed by the holders of Common Stock.***

Under the terms of our Certificate of Incorporation, our board of directors may authorize and issue up to 10,000,000 shares of one or more series or class of preferred stock with rights superior to those of holders of Common Stock in terms of liquidation and dividend preference, voting and other rights. The issuance of preferred stock would reduce the relative rights of holders of Common Stock vis-à-vis the holders of preferred stock without the approval of the holders of Common Stock. In addition, to the extent that such preferred stock is convertible into shares of Common Stock, its issuance would result in a dilution of the percentage ownership of holders of Common Stock on a fully diluted basis. In addition, the issuance of a series of preferred stock could be used as a method of discouraging, delaying or preventing a change in control of our company.

#### **Item 1B. Unresolved Staff Comments**

None.

#### **Item 2. Properties**

We do not own any properties. Each of our locations operates in premises leased by its operating subsidiary or function pursuant to a management agreement with one of our hospitality partners.

Each of our locations, and the term of their respective lease or management agreement is as follows:

Location	Address of Location	Ownership	Management Agreement (M) or Lease (L)	Approximate Expiration of Management Agreement or Lease
STK Downtown	Meatpacking District, New York City	61.22% %	L	Up to 4/30/2026

STK Las Vegas	The Cosmopolitan, Las Vegas, NV	—	(1)%	M	Up to 1/28/2030
STK LA	West Hollywood, LA	77.00%	%	L	1/31/2017
STK Miami	South Beach, Miami Beach, FL	100.00%	%	L	10/31/2032
STK Atlanta	Midtown, Atlanta, GA	100.00%	%	L	9/1/2020
STK DC	Dupont Circle, DC	93.50%	%	L	1/31/2029
STK London	ME London – The Strand, London, England	—	(1)%	M	Up to 9/3/2032
STK Midtown	Midtown, New York City	100.00%	%	L	8/23/2031
STK Westwood	Westwood, Los Angeles, California	100.00%	%	L	Up to 4/30/2035
STK Orlando	Disney Springs, Orlando, Florida	100.00%	%	L	Up to 2035
STK Chicago	Chicago, Illinois	100.00%	%	L	Up to 2035
STK Milan	ME Milan, Milan, Italy	—	(1)%	M	Up to 2035
STK Rebel Denver	Downtown, Denver, Colorado	100.00%	%	L	Up to 2035
STK Rebel Miami	Downtown, Miami, Florida	—	(1)%	M	Up to 20 years from hotel opening date
Ristorante Asellina	Gansevoort Park Avenue – Midtown, New York City	10.00%	%	L	Up to 4/29/2025
Cucina Asellina	Midtown, Atlanta, GA	100.00%	%	L	9/1/2020
Cucina Asellina	ME London – The Strand, London, England	—	(1)%	M	Up to 9/3/2032
Heliot	Hippodrome Casino – Leicester Square, London, England	—	(1)%	M	7/13/2022
Gansevoort Park Rooftop (Lounge)	Gansevoort Park Avenue – Midtown, New York City	10.00%	%	M	Up to 4/29/2025
Radio Rooftop Bar (Lounge)	ME London – The Strand, London, England	—	(1)%	M	Up to 9/3/2032
Marconi	ME London – The Strand, London, England	—	(1)%	M	9/3/2032
Bagatelle New York	Meatpacking District, New York City	51.13	(2)%	L	11/30/2016
Bagatelle LA	West Hollywood, Los Angeles, California	43.32%	(2)%	L	11/31/2017

(1) We own 100% of the entities which hold the management agreements for these operations, but have no direct ownership interest in these properties.

- (2) This represents our effective ownership interest. Such ownership interest is held in one or more entities.
- (3) Tenjune was closed on February 15, 2014, however the lease remains in effect while the Company explores alternative opportunities for this location.

In addition to the locations above, we lease approximately 13,800 square feet at 411 West 14th Street, New York, New York for our corporate headquarters and approximately 500 square feet for our London offices.

Information with respect to minimum annual rental commitments under leases in which we are a lessee is included in Note 12 in the Notes to Consolidated Financial Statements included in Item 8 of this report.

### **Item 3. Legal Proceedings**

We are subject to claims common to the restaurant and hospitality industry in the ordinary course of our business. We carry liability insurance of types and in amounts that we believe are commensurate with the nature and extent of our operations. In addition, companies in the restaurant and hospitality business have been subject to class action lawsuits, primarily regarding compliance with labor laws and regulations. If our business were to be named in a class action lawsuit, we would be subject to additional costs or restrictions and may suffer a loss to our reputation. For more information on the impact of legal proceedings on our business, see “Item 1A. Risk Factors.”

### **Item 4. Mine Safety Disclosures**

Not applicable.

## PART II

### Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

#### Market Information

Our Common Stock, warrants and units are each traded on the OTCQB marketplace under the symbols STKS, STKSW and STKSU, respectively. Prior to October 23, 2012, our Common Stock, warrants and units were traded under the symbols CCAC, CCACW and CCACU, respectively. Our units commenced public trading on October 25, 2011, and our Common Stock and warrants commenced public trading on November 9, 2011. The following table includes the high and low bids for our units, Common Stock and warrants for the calendar quarter indicated:

	2014					
	Units		Common Stock		Warrants	
	High	Low	High	Low	High	Low
First Quarter	\$ 7.66	\$ 6.50	\$ 6.35	\$ 5.60	\$ 1.25	\$ 1.00
Second Quarter	7.05	5.20	6.00	4.50	1.10	0.53
Third Quarter	5.20	5.20	5.44	4.80	1.20	0.80
Fourth Quarter	\$ 10.00	\$ 5.20	\$ 5.40	\$ 4.60	\$ 1.00	\$ 1.00

	2013					
	Units		Common Stock		Warrants	
	High	Low	High	Low	High	Low
First Quarter	\$ 5.10	\$ 4.75	(1)	(1)	(1)	(1)
Second Quarter	(2)	(2)	(2)	(2)	(2)	(2)
Third Quarter	—	(2)	(2)	(2)	(2)	(2)
Fourth Quarter	\$ 8.00	\$ 4.85	\$ 5.95	5.13	\$ 1.35	\$ 0.33

(1) Our Common Stock and warrants did not trade during the period January 1, 2013 to March 31, 2013, therefore, pricing information is unavailable.

(2) Our units, Common Stock and warrants did not trade during the period April 1, 2013 to September 30, 2013, therefore, pricing information is unavailable.

Source:  
OTC IQ

#### Holders

As of March 31, 2015, there were 102 holders of record of our Common Stock, one holder of record of our warrants and one holder of record of our units.

#### Dividends

Although certain of our subsidiary limited liability companies ("LLCs") make distributions to members of our subsidiary LLCs, we have not declared or paid any cash dividends on our Common Stock and do not intend to declare or pay any cash dividend in the foreseeable future. The payment of dividends, if any, is within the discretion of the board of directors and will depend on



our earnings, if any, our capital requirements and financial condition and such other factors as the board of directors may consider. The Company currently intends to retain earnings, if any, to finance the growth of the Company.

#### Issuer Purchases of Equity Securities

None.

#### Recent Sales of Unregistered Securities

None.

#### Item 6. Selected Financial Data

##### SELECTED CONSOLIDATED FINANCIAL DATA

The following table sets forth financial data with respect to us for each of the five years in the period ended December 31, 2014. The selected financial data for each of the five years in the period ended December 31, 2014 has been derived from the audited financial statements of the Company. The Merger has been accounted for as a reverse acquisition. As such, the financial statements of ONE Group are treated as our historical financial statements for the years ended December 31, 2012, 2011 and 2010, with the results of Committed Capital Acquisition Corporation being included from October 16, 2013.

The historical results presented below are not necessarily indicative of the results to be expected for any future period. This information should be read in conjunction with "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our audited consolidated financial statements and the related notes included elsewhere in this Annual Report on Form 10-K.

	For the Years Ended				
	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011	December 31, 2010
<b>Revenues:</b>					
Owned unit net revenue	\$ 40,499,590	\$ 36,568,285	\$ 56,429,452	\$ 43,655,381	\$ 38,477,190
Management and incentive fee revenue (1)	8,823,318	7,336,628	3,691,270	2,436,280	184,483
Total Revenues	49,322,908	43,904,913	60,120,722	46,091,661	38,661,673
Income (loss) from continuing operations	6,532,628	(15,740,519)	7,232,765	2,754,680	1,545,978
Net income (loss) (3)	5,040,072	(21,853,475)	(2,792,114)	1,866,999	721,374
Less: net income (loss) attributable to noncontrolling interest	409,913	(384,261)	(446,046)	864,026	798,730
Net income (loss) attributable to The ONE Group Hospitality, Inc.	4,630,159	(21,469,214)	(2,346,068)	1,002,973	(77,356)
Other comprehensive income (loss): Currency translation adjustment	(280,098)	61,494	(12,092)	—	—
Comprehensive income (loss)	\$ 4,350,061	\$ (21,407,720)	\$ (2,358,160)	\$ 1,002,973	\$ (77,356)

	Year Ended				
	December 31, 2014	December 31, 2013	December 31, 2012	December 31, 2011	December 31, 2010
<b>Per Share Data:(2)</b>					
Basic and diluted income (loss) per share from continuing operations	\$ 0.29	\$ (1.14)	\$ 0.62	\$ 0.24	\$ 0.13
Basic and diluted income (loss) per share attributable to The ONE Group, LLC and Subsidiaries and Affiliates	\$ 0.19	\$ (1.49)	\$ (0.20)	\$ 0.09	\$ (0.01)
Weighted average common stock outstanding:					
Basic	24,940,195	14,440,389	11,631,400	11,631,400	11,631,400
Diluted	24,940,195	14,440,389	11,631,400	11,631,400	11,631,400
<b>Balance Sheet Data (at end of period):</b>					
Total assets	\$ 41,362,141	\$ 35,196,931	\$ 23,987,293	\$ 27,561,951	\$ 23,862,108
Total debt	\$ 7,475,000	\$ 4,331,865	\$ 7,840,391	\$ 6,192,723	\$ 5,405,644
Cash dividends per common share	\$ —	\$ —	\$ —	\$ —	\$ —

- (1) Such management and incentive fee revenue is based on a percentage of aggregate food and beverage sales, which totaled \$91,551,250 for the year ended December 31, 2014, \$84,369,273 for the year ended December 31, 2013, \$49,789,864 for the year ended December 31, 2012, \$37,350,406 for the year ended December 31, 2011 and \$2,982,176 for the year ended December 31, 2010.
- (2) Per Share Data and Basic and Diluted shares prior to the Merger have been retroactively adjusted to reflect the 8.09 to one exchange ratio in the Merger.
- (3) Net income (loss) includes the following one-time items: Derivative income (loss) of \$3,854,000 and \$(10,095,000) at December 31, 2014 and 2013, respectively. Loss from discontinued operations of \$1,492,556, \$6,112,956, \$10,316,345, \$701,208 and \$304,857 at December 31, 2014, 2013, 2012, 2011 and 2010, respectively. Change of control premium and transaction costs of \$5,000,000 and \$4,600,000, respectively at December 31, 2013. Impairment charges of \$323,224 and termination fee payment received of \$1,200,000 at December 31, 2014.

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

*The following discussion and analysis of our consolidated financial condition and results of operations should be read in conjunction with "Selected Consolidated Financial Data" and the consolidated financial statements and related notes to those statements included elsewhere in this Annual Report on Form 10-K. ONE Group acts as a holding company for multiple subsidiaries of which we own varying ownership percentages. We report on an as consolidated basis and reflect noncontrolling interest in the "net loss attributable to noncontrolling interest" account. Some of the information contained in this discussion and analysis or set forth elsewhere in this Annual Report on Form 10-K, including information with respect to our plans and strategies for our business, includes forward-looking statements that involve risks and uncertainties. Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts and generally contain words such as "believes," "expects," "may," "will," "should," "seeks," "approximately," "intends," "plans," "estimates," or "anticipates" or similar expressions. Our forward-looking statements are subject to risks and uncertainties, which may cause actual results to differ materially from those projected or implied by the forward-looking statement. Forward-looking statements are based on current expectations and assumptions and currently available data and are neither predictions nor guarantees of future events or performance. You should not place undue reliance on forward-looking statements, which speak only as of the date hereof. See "Item 1A. Risk Factors" and "Forward-Looking Statements" for a discussion of factors that could cause our actual results to differ from those expressed or implied by forward-looking statements.*

### 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 hotels, casinos and other high-end locations globally. We opened our first restaurant in January 2004 in New York City and as of December 31, 2014, we owned and operated eight (8) and managed eight (8) restaurants and lounges throughout the United States and in England. Our primary restaurant brand is STK, a

steakhouse concept that features a high-energy, fun environment that encourages social interaction. We currently operate six (6) owned and two (2) managed STK restaurants in major metropolitan cities globally, and we have additional STK restaurants expected to open in Chicago, Orlando, and Milan, Italy in 2015. On October 1, 2014, we commenced food and beverage operations and pool side restaurant and hospitality services at the W Hotel in Los Angeles, California. We expect to open an STK restaurant and assume the remaining operations and services at the W Hotel in 2015. The average unit volume, check average and beverage mix for STK restaurants that have been open a full twelve months at December 31, 2014 were \$11.6 million, \$124.61 and 40%, respectively.

In addition to operating stand-alone restaurants, we also operate turn-key food and beverage services at high-end 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 years ended December 31, 2014 and December 31, 2013 were \$5.0 million and \$(21.9) million, respectively. The year ended December 31, 2014 included derivative income of \$3.9 million related to the potential exercise of our publicly traded warrants and a loss from discontinued operations of \$1.5 million. The year ended December 31, 2013 included a derivative expense of \$10.1 million related to the contingent payment associated with the potential exercise of our publicly traded warrants, a one-time change of control premium of \$5.0 million, transactions costs of \$4.6 million and a loss from discontinued operations of \$6.1 million. 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 2014 and the closing of the Bagatelle unit in Las Vegas, 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 Xi Shi concept in 2013. In addition, we closed the ONE concept in Atlantic City in 2012 and a kiosk in New York City and STKOUT Midtown, which featured burgers and shakes in 2013.

On March 13, 2015, after hotel renovations and additional work required due to water damage were completed, we re-opened STK Miami in the new 1 Hotel & Homes (formerly known as The Perry Hotel) building located in Miami Beach, Florida. The Company completed its initial estimates of losses and filed a claim with its insurance carrier of approximately \$1.5 million, which includes claims of approximately \$500,000 for property damages and approximately \$1.0 million for expense reimbursement and business interruption. The Company continues to evaluate its estimates of damages and in the future may make adjustments to the claim. At December 31, 2014, the Company wrote-off approximately \$500,000 of damaged leasehold improvements and recorded a gain on insurance recoveries as a direct off-set to the associated values of the damages written off, these amounts are included in other income, net in the Consolidated Statements of Operations and Comprehensive Income (Loss).

## **Our Growth Strategies and Outlook**

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

*Expansion of STK and STK Rebel.* We have identified up to 50 additional major metropolitan markets globally where we could grow our STK brand over time as well as over 100 markets for the STK Rebel. We expect to open as many as two to three STKs and one to two STK Rebels 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 and STK Rebels 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 at least one to two new F&B 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.

*Expand Our Non-STK Concepts and Services.* We believe our existing restaurant concepts and food and beverage hospitality services have significant room to grow and that our presence, brand recognition and operating performance from our continuing operations provide us with the ability to expand these concepts in the North American and international markets, with near term focus on Europe and in the longer term, Asia and the Middle East.

*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 expect to grow same store sales 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 five and four units for the years ended December 31, 2014 and December 31, 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 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 STKs 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.

### Revenues

*Owned unit net revenue.* Owned unit net revenues, which includes STKs and Other segment brands, consists of food, beverage, and miscellaneous merchandise sales by company-owned units net of any discounts, such as management and employee meals, associated with each sale. In 2014, beverage sales comprised 41% of owned food and beverage sales, before giving effect to any discounts, with food comprising the remaining 59%. 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 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 STKs 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 represented approximately 30% of our food and beverage costs during each of 2014 and 2013. See “Item 1A. Risk Factors — Increases in the prices of, and/or reductions in the availability of commodities, primarily beef, could adversely affect our business and results of operations.”

*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 DJ’s, promoter costs, security services, outside cleaning services at certain locations 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.* 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 payroll needed to support our growth, 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 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. Pre-opening 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. After an evaluation of the realizability of the Company’s deferred tax assets, the Company decreased its valuation allowance by \$3.1 million during 2014. See Note 10, “Incomes Taxes,” for a further discussion of the Company’s provision for income taxes.

*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 45.9% 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, stock based compensation and losses from discontinued operations. EBITDA and Adjusted EBITDA have been presented in this Annual Report on Form 10-K 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 Annual Report on Form 10-K 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:

	<b>For the years ended December 31,</b>	
	<b>2014</b>	<b>2013</b>
Net income (loss) attributable to The ONE Group Hospitality, Inc.	\$ 4,630,159	\$ (21,469,214)
Net income (loss) attributable to noncontrolling interest	409,913	(384,261)
Net income (loss)	5,040,072	(21,853,475)
Interest expense, net of interest income	75,771	768,152
Provision for income taxes	817,288	518,927
Depreciation and amortization	1,438,728	1,456,736
EBITDA	7,371,859	(19,109,660)
Deferred rent (1)	288,668	424,671
Pre-opening expenses	3,890,295	848,566
Non-recurring gain (2)	(1,200,000)	—
Loss from discontinued operations	1,492,556	6,112,956
Non-recurring transaction costs (3)	—	4,597,738
Transaction control premium cost	—	5,000,000
Derivative (income) expense	(3,854,000)	10,095,000
Transaction sign on bonuses	—	750,000
Stock based compensation	538,954	350,540
Adjusted EBITDA	8,528,332	9,069,811
Adjusted EBITDA attributable to noncontrolling interest	755,975	1,251,788
Adjusted EBITDA attributable to The ONE Group Hospitality, Inc.	\$ 7,772,357	\$ 7,818,023

(1) Deferred rent is included in occupancy expense on the statement of operations and comprehensive income (loss).

(2) Non-recurring gain is included in other income, net on the statement of operations and comprehensive income (loss).

(3) Transaction costs incurred relating to the Merger.

*Adjusted Net Income.* We define Adjusted Net income as Net income before loss from discontinued operations, non-recurring gains, non-cash impairment losses, and non-recurring acceleration of depreciation. Adjusted Net Income has been presented in this Annual Report on Form 10-K 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:

	<b>For the years ended December 31,</b>	
	<b>2014</b>	<b>2013</b>
Net income (loss) attributable to The ONE Group Hospitality, Inc.	\$ 4,630,159	\$ (21,469,214)
Net income (loss) attributable to noncontrolling interest	409,913	(384,261)
Net income (loss)	5,040,072	(21,853,475)
Non-recurring gain (1)	(1,200,000)	—
Loss from discontinued operations, net of taxes	1,492,556	6,112,956
Non-recurring transaction costs (2)	—	4,597,738
Transaction control premium cost	—	5,000,000
Derivative (income) expense	(3,854,000)	10,095,000
Transaction sign on bonuses	—	750,000
Stock based compensation	538,954	350,540
Adjusted Net income	2,017,582	5,052,759
Adjusted Net (loss) income attributable to noncontrolling interest	483,593	676,298
Adjusted Net income attributable to The ONE Group Hospitality, Inc.	<u>\$ 1,533,989</u>	<u>\$ 4,376,461</u>

(1) Non-recurring gain is included in other income, net on the statement of operations and comprehensive income (loss).

(2) Transaction costs incurred relating to the Merger.



## Results of Operations

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

	<b>For the years Ended December 31,</b>	
	<b>2014</b>	<b>2013</b>
<b>Revenues:</b>		
Owned unit net revenues	\$ 40,499,590	\$ 36,568,285
Management and incentive fee revenue	8,823,318	7,336,628
<b>Total revenue</b>	<b>49,322,908</b>	<b>43,904,913</b>
<b>Cost and expenses:</b>		
<b>Owned operating expenses:</b>		
Food and beverage costs	10,425,500	9,650,676
Unit operating expenses	24,344,857	22,447,188
General and administrative	8,687,490	10,777,805
Depreciation and amortization	1,438,728	1,456,736
Management and royalty fees	81,608	83,138
Pre-opening expenses	3,890,295	848,566
Transaction costs	—	4,597,738
Equity in (income) loss of investee companies	(1,149,060)	(948,852)
Derivative (income) expense	(3,854,000)	10,095,000
Interest expense, net of interest income	75,771	768,152
Other income, net	(1,968,197)	(649,642)
<b>Total cost and expenses</b>	<b>41,972,992</b>	<b>59,126,505</b>
<b>Income (loss) income from continuing operations before provision for income taxes</b>	<b>7,349,916</b>	<b>(15,221,592)</b>
Provision for income taxes	817,288	518,927
<b>Income (loss) income from continuing operations</b>	<b>6,532,628</b>	<b>(15,740,519)</b>
Loss from discontinued operations, net of taxes	1,492,556	6,112,956
<b>Net income (loss)</b>	<b>5,040,072</b>	<b>(21,853,475)</b>
<b>Less: net income (loss) attributable to noncontrolling interest</b>	<b>409,913</b>	<b>(384,261)</b>
<b>Net income (loss) attributable to The ONE Group Hospitality, Inc.</b>	<b>4,630,159</b>	<b>(21,469,214)</b>
<b>Other comprehensive income (loss)</b>		
Currency translation adjustment	(280,098)	61,494
<b>Comprehensive income (loss)</b>	<b>\$ 4,350,061</b>	<b>\$ (21,407,720)</b>

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

	<b>For the years Ended December 31,</b>	
	<b>2014</b>	<b>2013</b>
<b>Revenues:</b>		
Owned unit net revenues	82.1 %	83.3 %
Management and incentive fee revenue	17.9 %	16.7 %
<b>Total revenue</b>	<b>100.0 %</b>	<b>100.0 %</b>
<b>Cost and expenses:</b>		
<b>Owned operating expenses:</b>		
Food and beverage costs (1)	25.7 %	26.4 %
Unit operating expenses (1)	60.1 %	61.4 %
General and administrative	17.6 %	24.5 %
Depreciation and amortization	2.9 %	3.3 %
Management and royalty fees	0.2 %	0.2 %
Pre-opening expenses	7.9 %	1.9 %
Transaction costs	— %	10.5 %
Equity in (income) loss of investee companies	(2.3)%	(2.2)%
Derivative (income) expense	(7.8)%	23.0 %
Interest expense, net of interest income	0.2 %	1.7 %
Other income, net	(4.0)%	(1.5)%
<b>Total cost and expenses</b>	<b>85.1 %</b>	<b>134.7 %</b>
<b>Income (loss) from continuing operations before provision for income taxes</b>	<b>14.9 %</b>	<b>(34.7)%</b>
Provision for income taxes	1.7 %	1.2 %
<b>Income (loss) from continuing operations</b>	<b>13.2 %</b>	<b>(35.9)%</b>
Loss from discontinued operations, net of taxes	3.0 %	13.9 %
<b>Net income (loss)</b>	<b>10.2 %</b>	<b>(49.8)%</b>
Less: net income (loss) attributable to noncontrolling interest	0.8 %	(0.9)%
<b>Net income (loss) attributable to The ONE Group Hospitality, Inc.</b>	<b>9.4 %</b>	<b>(48.9)%</b>
<b>Other comprehensive income (loss)</b>		
Currency translation adjustment	(0.6)%	0.1 %
<b>Comprehensive income (loss)</b>	<b>8.8 %</b>	<b>(48.8)%</b>

(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 periods indicated:

	<b>For the year Ended December 31, 2014</b>			
	<b>STKS</b>	<b>F&amp;B</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Revenues:</b>				
Owned unit net revenues	\$ 38,644,993		\$ 1,854,597	\$ 40,499,590
Management and incentive fee revenue		\$ 8,823,318		8,823,318
<b>Total revenue</b>	<b>38,644,993</b>	<b>8,823,318</b>	<b>1,854,597</b>	<b>49,322,908</b>
<b>Cost and expenses:</b>				
<b>Owned operating expenses:</b>				
Food and beverage costs	9,961,708		463,792	10,425,500
Unit operating expenses	23,250,024		1,094,833	24,344,857
<b>Total cost and expenses</b>	<b>33,211,732</b>	<b>—</b>	<b>1,558,625</b>	<b>34,770,357</b>
<b>Income from restaurant and hospitality operations</b>	<b>\$ 5,433,261</b>	<b>\$ 8,823,318</b>	<b>\$ 295,972</b>	<b>14,552,551</b>
General and administrative				8,687,490
Depreciation and amortization				1,438,728
Management and royalty fees				81,608
Pre-opening expenses				3,890,295
Transaction costs				—
Equity in income of investee companies				(1,149,060)
Derivative (income) expense				(3,854,000)
Interest expense, net of interest income				75,771
Other income, net				(1,968,197)
<b>Total cost and expenses</b>				<b>7,202,635</b>
<b>Income (loss) from continuing operations before provision for income taxes</b>				<b>\$ 7,349,916</b>

**For the year Ended December 31, 2013**

	<b>STKS</b>	<b>F&amp;B</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>Revenues:</b>				
Owned unit net revenues	\$ 35,820,303		\$ 747,982	\$ 36,568,285
Management and incentive fee revenue		\$ 7,336,628		7,336,628
Total revenue	35,820,303	7,336,628	747,982	43,904,913
<b>Cost and expenses:</b>				
<b>Owned operating expenses:</b>				
Food and beverage costs	9,405,179		245,498	9,650,677
Unit operating expenses	21,672,534		774,653	22,447,187
Total cost and expenses	31,077,713	—	1,020,151	32,097,864
Income from restaurant and hospitality operations	\$ 4,742,590	\$ 7,336,628	\$ (272,169)	11,807,049
<b>General and administrative</b>				
				10,777,805
Depreciation and amortization				1,456,736
Management and royalty fees				83,138
Pre-opening expenses				848,566
Transaction costs				4,597,738
Equity in income of investee companies				(948,852)
Derivative (income) expense				10,095,000
Interest expense, net of interest income				768,152
Other income, net				(649,642)
Total cost and expenses				27,028,641
Loss from continuing operations before provision for income taxes				\$ (15,221,592)

**Year Ended December 31, 2014 Compared to Year Ended December 31, 2013**

*Revenues*

*Owned unit net revenues.* Owned unit net revenues for STKs increased \$2.8 million, or 7.9%, from \$35.8 million for the year ended December 31, 2013 to \$38.6 million for the year ended December 31, 2014. This increase was primarily due to the opening of our STK in Washington, D.C. in April 2014. Comparable owned STK unit sales increased \$1.4 million or 4.1% from \$33.6 million for the year ended December 31, 2013 to \$35.0 million for the year ended December 31, 2014. This increase was primarily due to increased customer traffic.

Owned unit net revenues in our Other segment increased \$1.1 million, or 147.9%, from \$748,000 for the year ended December 31, 2013 to \$1.9 million for the year ended December 31, 2014. This increase was primarily due to the commencement of food and beverage operations at the W Hotel in Westwood.

*Management and incentive fee revenue.* Management and incentive fee revenues increased \$1.5 million, or 20.3%, from \$7.3 million during the year ended December 31, 2013 to \$8.8 million for the year ended December 31, 2014. The increase was due to incentive fee income of approximately \$730,000 for our UK operations during the year ended December 31, 2014 as well as an increase in our management and incentive fee revenue for STK Las Vegas.

Revenue generated from these restaurants, lounges, and food and beverage services at hospitality venues impacts the amount of management and incentive fees earned. For the year ended December 31, 2014, comparable unit sales of owned or managed STK units increased 5.0% as compared to the year ended December 31, 2013.

On June 19, 2014, we received a notice from The Perry Hotel (currently rebranded as "1 Hotel & Homes") terminating our services agreement to operate the food and beverage services for The Perry Hotel. In connection with this termination, The Perry Hotel made a one-time payment to the Company of \$2.0 million on July 28, 2014. Pursuant to a transfer agreement between the Company and a minority shareholder of WSATOG (Miami), LLC dated October 23, 2013, the Company agreed to pay the minority shareholder 40% of any termination fees received by the Company in connection with The Perry Hotel. As a result of this transfer agreement, the Company received a net payment, which is included in Other income, of \$1.2 million from The Perry Hotel and \$800,000 was paid to the minority shareholder.

#### *Cost and Expenses*

*Food and beverage costs.* Food and beverage costs for STKs increased \$557,000 to \$10.0 million for the year ended December 31, 2014 from \$9.4 million for the year ended December 31, 2013. As a percentage of STK owned unit net revenues, food and beverage costs decreased to 25.8% for the year ended December 31, 2014 from 26.3% for the year ended December 31, 2013. The decrease in the percentage of food and beverage costs was related primarily to management's improvements in increasing profit margins through improved operating efficiencies. Food revenues as a percentage of total food and beverage revenues were approximately 59% and 56% for the years ended December 31, 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 increased \$218,000, or 88.9%, to \$464,000 for the year ended December 31, 2014 from \$246,000 for the year ended December 31, 2013. As a percentage of Other owned unit net revenues food and beverage costs decreased to 25.0% for the year ended December 31, 2014 from 32.8% for the year ended December 31, 2013. The decrease in the percentage of food and beverage costs was related primarily to management's improvements in increasing profit margins through improved operating efficiencies.

*Unit operating expenses.* Unit operating expenses for STKs increased \$1.6 million, or 7.3%, to \$23.3 million for the year ended December 31, 2014 from \$21.7 million for the year ended December 31, 2013. The increase in operating expenses was primarily due to the new STK unit which opened in Washington, D.C. in April 2014. As a percentage of STK owned unit net revenues, unit operating expenses decreased to 60.2% for the year ended December 31, 2014 from 60.5% for the year ended December 31, 2013. This decrease was due to improvements in operating efficiencies as it related to payroll expenses. Unit operating costs in our Other segment increased \$320,000, or 41.3%, from \$775,000 at December 31, 2013 to \$1.1 million at December 31, 2014. The increase was primarily due to the commencement of food and beverage operations as well as a pool side restaurant and hospitality services at the W Hotel in Los Angeles, California in October 2014.

*General and administrative.* General and administrative costs decreased \$2.1 million to \$8.7 million, or 19.4%, during the year ended December 31, 2014 from \$10.8 million for the year ended December 31, 2013. For the year ended December 31, 2013, general and administrative costs included stock based compensation, of \$351,000 and non-recurring costs including a transaction control premium of \$5.0 million and transaction sign-on bonuses of \$750,000. For the year ended December 31, 2014, general and administrative costs included stock based compensation of \$539,000. In addition, the year ended December 31, 2014 includes approximately \$1.6 million of additional payroll and related benefits costs related to the expansion of corporate infrastructure to facilitate our growth as well as professional fees of \$1.3 million related to operating as a public company. General and administrative costs as a percentage of total revenues decreased from 24.5% for the year ended December 31, 2013 to 17.6% for the year ended December 31, 2014.

*Transaction costs.* Transaction costs were \$0 for the year ended December 31, 2014 compared to \$4.6 million for the year ended December 31, 2013. Transaction costs for the year ended December 31, 2013 included professional and other expenses related to the Merger which closed on October 16, 2013.

*Depreciation and amortization.* Depreciation and amortization expense decreased \$18,000, or 1.2%, from \$1.5 million in the year ended December 31, 2013 to \$1.4 million for the year ended December 31, 2014.

*Management and royalty fees.* Management and royalty income decreased to \$82,000 for year ended December 31, 2014 from \$83,000 in fees for the year ended December 31, 2013.

*Pre-opening expenses.* Restaurant pre-opening costs increased \$3.0 million, or 358.5%, from \$849,000 or 1.9% of total revenues for the year ended December 31, 2013 to \$3.9 million, or 7.9% of total revenues for the year ended December

31, 2014. The increase includes approximately \$1.0 million of non-cash deferred rent related to the STKs under construction in Miami, Chicago and Orlando. The increase also includes the pre-opening costs for the STK in Washington D.C., which opened in April 2014, as well as pre-opening costs for the W Hotel in Los Angeles, which commenced certain operations in October 2014, and the pre-opening costs for STK Miami.

*Equity in income of investee companies.* Equity in income of investee companies increased by \$200,000 from \$949,000, or 2.2% of total revenues for the year ended December 31, 2013, to \$1.1 million or 2.3% of total revenues for the year ended December 31, 2014 primarily related to an increase in income from the ownership interest in the Bagatelle unit in New York City.

*Derivative (income) expense.* Derivative income was \$3.9 million for the year ended December 31, 2014, compared to derivative expense of \$10.1 million for the year ended December 31, 2013. Derivative income or expense represents the decrease or increase, respectively, 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 \$692,000, or 90.1%, from \$768,000, or 1.7% of consolidated revenues for the year ended December 31, 2013, to interest expense, net interest income of \$76,000, or 0.2% of total revenues for the year ended December 31, 2014, due primarily to the decrease in member loans outstanding at December 31, 2014 which were paid off as a result of the merger in 2013.

*Other income, net.* Other income, net increased by \$1.3 million from \$650,000 of other income, or 1.5% of total revenues for the year ended December 31, 2013, to \$2.0 million of other income, or 4.0% of total revenues, for the year ended December 31, 2014. The difference is due primarily to a one-time payment of \$1.2 million received in connection with the termination of our management agreement with The Perry Hotel in Miami.

*Provision for income taxes.* Income tax expense increased by \$298,000 to \$817,000 tax expense during the year ended December 31, 2014 from a \$519,000 tax expense during the year ended December 31, 2013. As of December 31, 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 year ended December 31, 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, net of taxes.* During the year ended December 31, 2014, we closed and abandoned the Tenjune venue in New York. The operations and related expenses of this location are presented as loss from discontinued operations. Loss from discontinued operations decreased by \$4.6 million to \$1.5 million during the year ended December 31, 2014 from \$6.1 million during the year ended December 31, 2013. The year ended December 31, 2013 included losses from discontinued operations for Bagatelle Las Vegas, Heraea, Xi Shi and Tenjune. The year ended December 31, 2014 included the losses for discontinued operations for Tenjune, and to a lesser extent, Bagatelle Las Vegas and STKOUT Midtown.

*Net income (loss) attributable to noncontrolling interest.* Net loss attributable to noncontrolling interest increased \$794,000 to net income of \$410,000 for the year ended December 31, 2014 from a loss of \$384,000 during the year ended December 31, 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 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 term loan agreement and equipment financing. 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 December 31, 2014, we had cash and cash equivalents of approximately \$7.9 million.

Our capital expenditures during fiscal 2015 will continue to be significant as we currently plan to open 4 new owned STK restaurants, 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 March 31, 2015, we have signed 3 leases, 2 management agreements and 5 letters of intent for restaurant locations that we expect to open in the future. Additionally, we expect to enter into several more letters of intent and/or leases during fiscal 2015. We currently anticipate our total capital expenditures for fiscal 2015, including all expenditure categories to be approximately \$11.0 million. We expect to fund our anticipated capital expenditures for fiscal 2015 with current cash and investment balances on hand, expected cash flows from operations, borrowings under our Term Loan Agreement, and equipment financing 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 2015. 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.

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 fiscal years ended December 31, 2014 and December 31, 2013:

	<b>Fiscal Year Ended</b>	
	December 31, 2014	December 31, 2013
<b>(in thousands)</b>		
Net cash provided by (used in):		
Operating activities	\$ 1,913	\$ (6,203)
Investing activities	(7,386)	(7,236)
Financing activities	1,994	24,015
Effect of exchange rate changes on cash	(297)	61
Net increase (decrease) in cash and cash equivalents	\$ (3,776)	\$ 10,637

### Operating Activities

For the year ended December 31, 2014, cash flows provided by operating activities were \$1.9 million, consisting of net income of \$5.0 million, which included a loss from discontinued operations of \$1.5 million and adjustments for depreciation, amortization, deferred rent and other non-cash charges totaling \$726,149, a non-cash derivative income of \$3.9 million and non-cash stock-based compensation of \$539,000. Net cash outflow of operating assets and liabilities totaled \$3.9 million and included increases in accounts receivable of \$1.5 million, increases in inventory of \$161,000, increases in prepaid expenses of \$1.1 million, decreases in other assets of \$540,000 and a decrease of \$388,000 in accounts payable and accrued expenses.

For the year ended December 31, 2013, cash flows used by operating activities were \$6.0 million, consisting of net loss of \$21.9 million, which included loss from discontinued operations of \$6.1 million and transactions costs of \$4.6 million, and adjustments for depreciation, amortization, deferred rent and other non-cash charges totaling \$17.0 million, including a non-cash control premium expense relating to the Merger of \$5.0 million, a non-cash derivative payment expense of \$10.1 million, a non-cash restricted stock expense of \$295,000 and non-cash stock-based compensation of \$56,000. Net cash outflow of operating assets and liabilities totaled \$1.3 million and included decreases in accounts receivable of \$470,000, decreases in inventory of \$388,000, increases in prepaid expenses of \$520,000, increases in other assets of \$441,000 and a decrease of \$405,000 in accounts payable and accrued expenses.

#### *Investing Activities*

Net cash used in investing activities for the year ended December 31, 2014 was \$7.4 million, consisting primarily of purchases of property and equipment of \$7.3 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 year ended December 31, 2013 was \$7.2 million, consisting primarily of purchases of minority interests in two subsidiaries of \$5.7 million, purchases of property and equipment of \$1.2 million, primarily related to the construction of new restaurants and general capital expenditures of existing restaurants during the period.

#### *Financing Activities*

Net cash provided by financing activities for the year ended December 31, 2014 was \$2.0 million, consisting of proceeds from our prior credit facility of \$9.0 million and proceeds from our term loan facility of \$1.1 million, offset by principal payments made on our credit facility of \$7.0 million and repayment of notes payable of \$15,000. This was partially offset by distributions to members of \$978,000.

Net cash provided by financing activities for the year ended December 31, 2013 was \$24.0 million, consisting of net proceeds from the Merger of \$15.5 million, net proceeds from the private placement of \$13.3 million, proceeds from our prior credit facility of \$7.2 million, offset by principal payments made on our credit facility of \$5.3 million, and repayment of member loans in connection with the Merger of \$5.6 million offset partially by proceeds from member loans of \$579,000, repayment of notes payable of \$320,000 and contributions from new members at one of our subsidiaries of \$520,000. 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 F&B services projects typically require limited capital investment from us. These capital expenditures will primarily be funded by cash flows from operations and equipment financing, 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.

#### *Term Loan Agreement*



On December 17, 2014, ONE Group and its affiliates (the “Borrowers”) entered into a term loan agreement with BankUnited, N.A. (the “Term Loan Agreement”) to terminate its existing revolving credit facility (the “2011 Credit Facility”) and refinance the aggregate outstanding principal amount of the existing loans, which had a maturity date of October 31, 2015. In connection therewith, subject to certain terms and conditions, BankUnited, N.A. agreed to make a single term loan (“Term Loan”) to the Borrowers in the principal amount of approximately \$7.5 million, with a maturity date of December 1, 2019, a portion of which was used to pay the outstanding indebtedness under the 2011 Credit Facility. Our obligations under the Term Loan Agreement are secured by substantially all of our assets.

As of December 31, 2014, the issued letters of credit in the total amount of approximately \$1.5 million for our STK locations in Orlando, Florida, Chicago, Illinois and Westwood, California remain outstanding. We can also borrow up to \$1.0 million for equipment financing.

The Term Loan is to be repaid in sixty (60) consecutive equal monthly installments commencing on January 1, 2015, with each such installment to be in the principal amount of approximately \$125,000. The Term Loan bears interest at a rate per annum equal to 5.00%.

The Term Loan Agreement contains certain affirmative and negative covenants, including negative covenants that limit or restrict, among other things, liens and encumbrances, secured indebtedness, mergers, asset sales, investments, assumptions and guaranties of indebtedness of other persons, change in nature of operations, changes in fiscal year and other matters customarily restricted in such agreements. The financial covenants contained in the Term Loan Agreement require the Borrowers to maintain a certain adjusted tangible net worth and a debt service coverage ratio. We are in compliance with all the financial and other covenants in the Term Loan Agreement.

The Term Loan Agreement contains default provisions customary for loans of this type, including, among others, defaults related to payment failures, failure to comply with covenants, material misrepresentations, defaults under other material indebtedness, the occurrence of a “change in control,” bankruptcy and related events, material judgments, a “material adverse change,” the invalidity or revocation of any loan document or any lien on the collateral shall no longer be valid or perfected or have the same priority. If an event of default shall occur and be continuing under the Term Loan, the Term Loan may be terminated and the principal amount outstanding under the Term Loan, together with all accrued unpaid interest, may be declared immediately due and payable.

As of December 31, 2014, amounts borrowed under the Term Loan were approximately \$7.5 million.

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 Term Loan Agreement will be sufficient to fund currently anticipated working capital, planned capital expenditures and debt service requirements for the next 12 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.

### Contractual Obligations

The following table summarizes our contractual obligations, net of minimum future rental income, as of December 31, 2014:

	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
(in thousands)					
Term loan	\$ 7,475	\$ 1,495	\$ 2,990	\$ 2,990	\$ —
Expected interest payments (1)	950	339	455	156	—
Operating leases	115,743	4,859	12,061	12,386	86,437
<b>Total</b>	<b>\$ 124,168</b>	<b>\$ 6,693</b>	<b>\$ 15,506</b>	<b>\$ 15,532</b>	<b>\$ 86,437</b>

(1) Represents estimated future cash interest payments using the weighted-average balance and interest rate at December 31, 2014.

## Off-Balance Sheet Arrangements

As part of our on-going business, we may participate in transactions that generate relationships with unconsolidated entities or financial partnerships, such as entities referred to as structured finance or variable interest entities, which would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

## SEASONALITY

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.

## CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our discussion and analysis of financial condition and results of operations is based upon our consolidated financial statements which have been prepared in accordance with GAAP. The preparation of these financial statements requires estimates and judgments that affect the reported amounts of our assets, liabilities, net sales and operating expenses and related disclosure of contingent assets and liabilities. We base our estimates on historical experience and various other assumptions we believe to be reasonable given the circumstances and we evaluate these estimates on an ongoing basis. Actual results may differ from these estimates under different assumptions or conditions. We believe that our critical accounting policies and estimates require us to make difficult, subjective or complex judgments about matters that are inherently uncertain. See Note 2 to our consolidated financial statements, which are included elsewhere in this Annual Report on Form 10-K, for a complete discussion of our significant accounting policies. The following reflect the significant estimates and judgments used in the preparation of our consolidated financial statements.

### *Impairment of Long-Lived Assets and Disposal of Property and Equipment*

We evaluate the recoverability of the carrying amount of long-lived assets, which include property and equipment, whenever events or changes in circumstances indicate that the carrying value may not be fully recoverable. Our review for impairment of these long-lived assets takes into account estimates of future undiscounted cash flows. Factors considered include, but are not limited to, significant underperformance relative to historical or projected future operating results, significant changes in the manner of use of the acquired assets or the strategy for the overall business, and significant negative industry or economic trends. Our asset group for impairment testing is comprised of the assets and liabilities of each of our individual restaurants, since this is the lowest level of identifiable cash flows. An impairment loss is recognized if the future undiscounted cash flows associated with the assets are less than their carrying value. Impairment losses are measured as the amount by which the carrying values of the assets exceed their fair values. For assets held for sale or disposal, we measure fair value using quoted market prices or an estimation of net realizable value.

From time to time, we have decided to close or dispose of restaurants. Typically, such decisions are made based on operating performance or strategic considerations and must be made before the actual costs or proceeds of disposition are known, and management must make estimates of these outcomes. Such outcomes could include the sale of a leasehold, mitigating costs through a tenant or subtenant, or negotiating a buyout of a remaining lease term. In these instances, management evaluates possible outcomes, frequently using outside real estate and legal advice, and records provisions for the effect of such outcomes. The accuracy of such provisions can vary materially from original estimates, and management regularly monitors the adequacy of the provisions until final disposition occurs.

### *Leases*

We currently lease all of our restaurant locations under leases classified as operating leases. Minimum base rent for our operating leases, which generally have escalating rentals over the term of the lease, is recorded on a straight-line basis over the lease term. As such, an equal amount of rent expense is attributed to each period during the term of the lease regardless of when actual payments occur. Lease terms begin on the date we take possession under the lease and include cancelable option periods where failure to exercise such options would result in an economic penalty. The difference between rent expense and actual cash payments is classified as deferred rent in our consolidated balance sheets.

Some of our leases provide for contingent rent, which is determined as a percentage of sales in excess of specified minimum sales levels. We recognize contingent rent expense prior to the achievement of the specified sales target that triggers the contingent rent, provided achievement of the sales target is considered probable.

Management makes judgments regarding the probable term for each restaurant property lease, which can impact the classification and accounting for a lease as capital or operating, the rent holiday and/or escalations in payments that are taken into consideration when calculating straight-line rent and the term over which leasehold improvements for each restaurant are amortized. These judgments may produce materially different amounts of depreciation, amortization and rent expense than would be reported if different assumed lease terms were used.

### *Revenues*

Our revenues are primarily derived from the following sources: revenues at our owned and consolidated joint venture properties and management fees and incentive fees. The following is a description of the composition of our revenues:

Owned unit net revenues— Represents revenue primarily derived from food and beverage sales from our restaurants and lounges. We recognize restaurant revenues when goods and services are provided.

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.

### *Stock-Based Compensation*

Under our stock-based compensation plans, we have granted non-qualified stock option and restricted stock awards to employees and directors. Stock-based compensation is measured in accordance with U.S. GAAP based on the underlying fair value of the awards granted. In valuing stock options, we are required to make certain assumptions and judgments regarding the grant date fair value utilizing the Black-Scholes option-pricing model. These judgments include expected volatility, risk free interest rate, expected option life, dividend yield and vesting percentage. These estimations and judgments are determined by us using many different variables that, in many cases, are outside of our control. The changes in these variables or trends, including stock price volatility and risk free interest rate, may significantly impact the grant date fair value resulting in a significant impact to our financial results. The cash flow tax benefits resulting from tax deductions in excess of the compensation cost recognized for those options (excess tax benefits) are required to be classified as financing cash flows.

### *Property and Equipment*

We record all property and equipment at cost. Property and equipment accounting requires estimates of the useful lives for the assets for depreciation purposes and selection of depreciation methods. We believe the useful lives reflect the actual economic life of the underlying assets. We have elected to use the straight-line method of depreciation over the estimated useful life of an asset or the primary lease term of the respective lease, whichever is shorter. Renewals and betterments that materially extend the useful life of an asset are capitalized while maintenance and repair costs are charged to operations as incurred. Judgment is often required in the decision to distinguish between an asset which qualifies for capitalization versus an expenditure which is for maintenance and repairs. When property and equipment are sold or otherwise disposed of, the asset account and related accumulated depreciation and amortization accounts are relieved, and any gain or loss is included in earnings. Additionally, any interest capitalized for new restaurant construction would be included in "Property and equipment, net" on the Consolidated Balance Sheets.

### **Recent Accounting Pronouncements**

In July 2013, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2013-11, "Income Taxes (Topic 740), Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists (a consensus of the FASB Emerging Issues Task Force)." 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 are effective for public entities for annual periods beginning after December 15, 2013. The adoption of these amendments did not have a material impact on the consolidated financial statements.

In April 2014, the 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 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.

## **Item 7A. Quantitative and Qualitative Disclosures About Market Risk**

### *Interest Rate Risk*

We are exposed to market risk from adverse changes in interest rates, changes in foreign currency exchange rates and changes in commodity prices.

We do not invest in derivative securities and we have no debt instruments that are traded in any markets.

### *Foreign Currency Exchange Rate Risk*

We are subject to foreign currency exchange risk for our restaurants operating in the United Kingdom. If foreign currency exchange rates depreciate in the United Kingdom, any other foreign country in which we may operate in the future, we may experience declines in our international operating results but such exposure would not be material to the consolidated financial statements. We currently do not use financial instruments to hedge foreign currency exchange rate changes.

### *Commodity Price Risk*

We are exposed to market price fluctuations in beef, seafood, produce and other food product prices. Given the historical volatility of beef, seafood, produce and other food product prices, these fluctuations can materially impact our food and beverage costs. While we have taken steps to qualify multiple suppliers who meet our standards as suppliers for our restaurants and enter into agreements with suppliers for some of the commodities used in our restaurant operations, we do not enter into long-term agreements for the purchase of such supplies. There can be no assurance that future supplies and costs for such commodities will not fluctuate due to weather and other market conditions outside of our control and we may be subject to unforeseen supply and cost fluctuations. Dairy costs can also fluctuate due to government regulation. Because we typically set our menu prices in advance of our food product prices, our menu prices cannot immediately take into account changing costs of food items. To the extent that we are unable to pass the increased costs on to our customers through price increases, our results of operations would be adversely affected. We do not use financial instruments to hedge our risk to market price fluctuations in beef, seafood, produce and other food product prices at this time.

### *Inflation*

Over the past five years, inflation has not significantly affected our operations. However, the impact of inflation on labor, food and occupancy costs could, in the future, significantly affect our operations. We pay many of our employees hourly rates related to the applicable federal or state minimum wage. Food costs as a percentage of revenues have been somewhat stable due to procurement efficiencies and menu price adjustments, although no assurance can be made that our procurement will continue to

be efficient or that we will be able to raise menu prices in the future. Costs for construction, taxes, repairs, maintenance and insurance all impact our occupancy costs. We believe that our current strategy, which is to seek to maintain operating margins through a combination of menu price increases, cost controls, careful evaluation of property and equipment needs, and efficient purchasing practices, has been an effective tool for dealing with inflation. There can be no assurance, however, that future inflationary or other cost pressure will be effectively offset by this strategy.

#### **Item 8. Financial Statements and Supplementary Data**

Our Consolidated Financial Statements required by this Item are set forth in Item 15 beginning on page F-1 of this Annual Report on Form 10-K.

#### **Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

Not applicable.

#### **Item 9A. Controls and Procedures**

##### **Evaluation of Disclosure Controls and Procedures**

(a) *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-K, have concluded that, based on such evaluation, our disclosure controls and procedures were effective as of December 31, 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.

(b) *Changes in Internal Control.* 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 fourth quarter of our last fiscal year 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.

Management assessed the effectiveness of our internal control over financial reporting as of December 31, 2014.

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)*. Management believes that, as of December 31, 2014, our internal control over financial reporting was effective based on those criteria.

This Annual Report on Form 10-K 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 Annual Report on Form 10-K.

#### **Item 9B. Other Information**

Not applicable.

## PART III

### **Item 10. Directors, Executive Officers and Corporate Governance**

The response to this item is incorporated by reference from the discussion responsive thereto under the captions “Management and Corporate Governance,” “Section 16(a) Beneficial Ownership Reporting Compliance,” and “Code of Conduct and Ethics” in the Company’s Proxy Statement for the 2015 Annual Meeting of Stockholders.

### **Item 11. Executive Compensation**

The response to this item is incorporated by reference from the discussion responsive thereto under the caption “Executive and Director Compensation” in the Company’s Proxy Statement for the 2015 Annual Meeting of Stockholders.

### **Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The response to this item is incorporated by reference from the discussion responsive thereto under the captions “Security Ownership of Certain Beneficial Owners and Management,” and “Equity Compensation Plan Information” in the Company’s Proxy Statement for the 2015 Annual Meeting of Stockholders.

### **Item 13. Certain Relationships and Related Transactions, and Director Independence**

The response to this item is incorporated by reference from the discussion responsive thereto under the captions “Certain Relationships and Related Transactions” and “Management and Corporate Governance” in the Company’s Proxy Statement for the 2015 Annual Meeting of Stockholders.

### **Item 14. Principal Accounting Fees and Services**

The response to this item is incorporated by reference from the discussion responsive thereto under the caption “Independent Registered Public Accounting Firm” in the Company’s Proxy Statement for the 2015 Annual Meeting of Stockholders.

**PART IV**

**Item 15. Exhibits, Financial Statement Schedules**

- (a)(1)                 *Financial Statements.* For the financial statements included in this annual report, see “Index to the Financial Statements” on page F-1.
- (a)(3)                 *Exhibits.* The list of exhibits filed as part of this Annual Report on Form 10-K is set forth on the Exhibit Index immediately preceding such exhibits and is incorporated by reference in this Item 15(a)(3).
- (b)                    *Exhibits.* See Exhibit Index.
- (c)                    *Separate Financial Statements.* None.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) 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: March 31, 2015

THE ONE GROUP HOSPITALITY, INC.

By: \_\_\_\_\_  
  /s/ SAMUEL GOLDFINGER  
  Samuel Goldfinger  
  Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>/s/ JONATHAN SEGAL</u> Jonathan Segal	Chief Executive Officer and Director (Principal Executive Officer)	March 31, 2015
<u>/s/ SAMUEL GOLDFINGER</u> Samuel Goldfinger	Chief Financial Officer (Principal Financial and Accounting Officer)	March 31, 2015
<u>/s/ MICHAEL SERRUYA</u> Michael Serruya	Non-Executive Chairman, Director	March 31, 2015
<u>/s/ EUGENE BULLIS</u> Eugene Bullis	Director	March 31, 2015
<u>/s/ NICHOLAS GIANNUZZI</u> Nicholas Giannuzzi	Director	March 31, 2015
<u>/s/ RICHARD E. PERLMAN</u> Richard E. Perlman	Director	March 31, 2015



## Exhibit Index

Exhibit Number	Exhibit Description
2.1	Agreement and Plan of Merger, dated as of October 16, 2013, by and among the Registrant, CCAC Acquisition Sub, LLC, The One Group, LLC, and Samuel Goldfinger, as Company Representative. (Incorporated by reference to Form 8-K filed on October 16, 2013).
3.1	Amended and Restated Certificate of Incorporation (Incorporated by reference to Form 8-K filed on June 5, 2014).
3.2	Amended and Restated Bylaws (Incorporated by reference to Form 8-K filed on October 25, 2011).
4.1	Specimen Unit Certificate (Incorporated by reference to Amendment No. 2 to Form S-1 filed on July 22, 2011).
4.2	Specimen Common Stock Certificate (Incorporated by reference to Amendment No. 2 to Form S-1 filed on July 22, 2011).
4.3	Specimen Warrant Certificate (Incorporated by reference to Amendment No. 2 to Form S-1 filed on July 22, 2011).
4.4	Warrant Agreement, dated October 24, 2011, by and between the Registrant and Continental Stock Transfer & Trust Company (Incorporated by reference to Form 8-K filed on October 25, 2011).
10.1	Registration Rights Agreement, dated October 24, 2011, by and between the Registrant and the stockholders listed on the signature page thereto (Incorporated by reference to Form 8-K filed on October 25, 2011).
10.2	Form of Indemnity Agreement (Incorporated by reference to Amendment No. 1 to Form S-1 filed on June 30, 2011).

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- 10.3 Form of Securities Purchase Agreement by and among the Registrant and the investors signatory thereto. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.4 Form of Registration Rights Agreement by and between the Registrant and the stockholders listed on the signature page thereto. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.5.1 Form of Lock-Up Letter Agreement between the Registrant and the greater than 10% members of The One Group, LLC. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.5.2 Form of Lock-Up Letter Agreement between the Registrant and the lesser than 10% members of The One Group, LLC. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.6 Escrow Agreement, dated October 16, 2013, by and among the Registrant, The One Group, LLC, Samuel Goldfinger, as Company Representative, the Liquidating Trust and Continental Stock Transfer & Trust Company, as Escrow Agent. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.7\* Term Loan Agreement, dated December 17, 2014, by and between 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 Denver, LLC, STK-LA, LLC, STK Miami, LLC, STK Miami Service, LLC, STK Midtown Holdings, LLC, STK Midtown Holdings, LLC, STK Midtown, LLC, STK Orlando, LLC, STK Westwood, LLC, T.O.G. (Aldwych) Limited, T.O.G. (UK) Limited, TOG Biscayne, LLC, and WSATOG (Miami) LLC and BankUnited, N.A.
- 10.8\* Term Note of The ONE Group, LLC to BankUnited, N.A., dated December 17, 2014, in the principal amount of \$7,475,000.07.
- 10.9\* Grant of Security Interest (Trademarks), dated December 17, 2014, by and between The ONE Group, LLC and BankUnited, N.A.
- 10.10\* Amended and Restated Pledge Agreement, dated December 17, 2014, by and between The ONE Group, LLC and BankUnited, N.A.
- 10.11\* Fourth Amended and Restated Security Agreement, dated December 17, 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, LLC, STK Miami Service, LLC, STK Midtown Holdings, LLC, STK Midtown, LLC, STK Orlando, LLC, TOG Biscayne, LLC, WSATOG (Miami), LLC, STK Westwood, LLC, STK Denver, LLC and BankUnited, N.A.
- 10.12 Credit Agreement, dated October 31, 2011, by and among The One Group, LLC, One 29 Park Management, LLC, STK-Las Vegas, LLC, STK Atlanta, LLC and Herald National Bank. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.13 Promissory Note of The ONE Group, LLC to Herald National Bank, dated October 31, 2011, in the principal amount of \$1,250,000. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.14 Guaranty, dated October 31, 2011, of Jonathan Segal to Herald National Bank. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.15 Pledge Agreement, dated October 31, 2011, by and among The One Group, LLC, One 29 Park Management, LLC, STK-Las Vegas, LLC, STK Atlanta, LLC and Herald National Bank. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.16 Pledge Acknowledgment Agreement, dated October 31, 2011, by and among The One Group, LLC, One 29 Park Management, LLC, STK-Las Vegas, LLC, STK Atlanta, LLC and Herald National Bank. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.17 Pledge Agreement, dated October 31, 2011, by and between Jonathan Segal and Herald National Bank. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.18 Pledge Acknowledgment Agreement, dated October 31, 2011, by and between Jonathan Segal and Herald National Bank. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.19 Subordination Agreement, dated October 31, 2011, by and among The One Group, LLC, One 29 Park Management, LLC, STK-Las Vegas, LLC, STK Atlanta, LLC, RCI II, Ltd. and Herald National Bank. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.20 Subordination Agreement, dated October 31, 2011, by and among The One Group, LLC, One 29 Park Management, LLC, STK-Las Vegas, LLC, STK Atlanta, LLC, Talia, Ltd. and Herald National Bank. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.21 Subordination Agreement, dated October 31, 2011, by and among The One Group, LLC, One 29 Park Management, LLC, STK-Las Vegas, LLC, STK Atlanta, LLC, Jonathan Segal and Herald National Bank. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.22 Grant of Security Interest (Trademarks), dated October 31, 2011, by and between The One Group, LLC and Herald National Bank. (Incorporated by reference to Form 8-K filed on October 16, 2013).
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- 10.23 Promissory Note of The One Group, LLC to Herald National Bank, dated April 11, 2012, in the principal amount of \$1,500,000. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.24 Promissory Note of The One Group, LLC to Herald National Bank, dated November 15, 2012, in the principal amount of \$500,000. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.25 Amendment No 1 and Addendum to Credit Agreement, dated January 24, 2013, by and among The One Group, LLC, One 29 Park Management, LLC, STK-Las Vegas, LLC, STK Atlanta, LLC, Heraea Vegas, LLC, Xi Shi Las Vegas, LLC and Herald National Bank. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.26 Amended and Restated Security Agreement, dated January 24, 2013, by and among The One Group, LLC, One 29 Park Management, LLC, STK-Las Vegas, LLC, STK Atlanta, LLC, Heraea Vegas, LLC, Xi Shi Las Vegas, LLC and Herald National Bank. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.27 Grant of Security Interest (Trademarks), dated January 24, 2013, by and between The One Group, LLC and Herald National Bank. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.28 Amendment No 2 and Addendum to Credit Agreement and Consent and Termination Agreement, dated October 15, 2013, by and among The One Group, LLC, One 29 Park Management, LLC, STK-Las Vegas, LLC, STK Atlanta, LLC, Heraea Vegas, LLC, Xi Shi Las Vegas, LLC and BankUnited, N.A. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.29 Guarantee Agreement, dated October 25, 2013, by and between the Registrant and BankUnited, N.A. (Incorporated by reference to Form 8-K filed on October 29, 2013).
- 10.30 Pledge Agreement, dated October 25, 2013, by and between the Registrant and BankUnited, N.A. (Incorporated by reference to Form 8-K filed on October 29, 2013).
- 10.31\* Amendment No. 3 to Credit Agreement, dated June 3, 2014, by and among The ONE Group, LLC, One 29 Park Management, LLC, STK-Las Vegas, LLC, STK Atlanta, LLC and BankUnited, N.A.
- 10.32 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) (Incorporated by reference to Quarterly Report Form 10-Q filed on November 13, 2014).
- 10.33 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) (Incorporated by reference to Quarterly Report Form 10-Q filed on November 13, 2014).
- 10.34 Grant of Security Interest (Trademarks), dated August 6, 2014, by and between The ONE Group, LLC and Herald National Bank (Incorporated by reference to Quarterly Report Form 10-Q filed on November 13, 2014).
- 10.35\* Amendment No. 5 and Addendum to Credit Agreement, dated October 31, 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, STK Westwood, LLC and BankUnited, N.A. (formerly Herald National Bank).
- 10.36\* Third Amended and Restated Security Agreement, dated October 31, 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, LLC, STK Miami Service, LLC, STK Midtown Holdings, LLC, STK Midtown, LLC, STK Orlando LLC, TOG Biscayne, LLC, WSATOG (Miami), LLC, STK Westwood, LLC and BankUnited, N.A. (formerly Herald National Bank).
- 10.37\* Grant of Security Interest (Trademarks), dated October 31, 2014, by and between The ONE Group, LLC and Herald National Bank.
- 10.38† Employment Agreement, dated October 16, 2013, by and between The One Group, LLC and Jonathan Segal. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.39† Employment Agreement, dated October 16, 2013, by and between The One Group, LLC and Samuel Goldfinger. (Incorporated by reference to Form 8-K filed on October 16, 2013).
- 10.40 Transfer Agreement, dated January 1, 2012, by and between The One Group, LLC and Celeste Fierro. (Incorporated by reference to Form 8-K filed on October 16, 2013).
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- 10.41 Transfer Agreement, dated January 1, 2012, by and between The One Group, LLC and Modern Hotels (Holdings), Limited. (Incorporated by reference to Form 8-K filed on October 16, 2013).
  - 10.42† 2013 Employee, Director and Consultant Equity Incentive Plan. (Incorporated by reference to Form 8-K filed on November 27, 2013).
  - 10.43† Form of Stock Option Grant Notice. (Incorporated by reference to Form 8-K filed on October 16, 2013).
  - 10.44† Offer Letter to John Inerra from the Company, dated January 10, 2014.
  - 14.1 Code of Business and Ethics (Incorporated by reference to Form 10-K filed on April 1, 2014).
  - 21.1\* List of Subsidiaries.
  - 23.1\* Consent of Grant Thornton LLP
  - 31.1\* Certification of Jonathan Segal, Chief Executive Officer, pursuant to Section 302 of the Sarbanes – Oxley Act of 2002.
  - 31.2\* Certification of Samuel Goldfinger, Chief Financial Officer, pursuant to Section 302 of the Sarbanes – Oxley Act of 2002.
  - 32.1\*\* Certification of Jonathan Segal, Chief Executive Officer, pursuant to Section 906 of the Sarbanes – Oxley Act of 2002, 18 U.S.C. Section 1350.
  - 32.2\*\* Certification of Samuel Goldfinger, Chief Financial Officer, pursuant to Section 906 of the Sarbanes – Oxley Act of 2002, 18 U.S.C. Section 1350.
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101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document
101.INS*	XBRL Instance Document
101.SCH*	XBRL Taxonomy Extension Schema Document

\* Filed herewith.

\*\* Furnished herewith.

† Management contract or compensatory plan or arrangement.

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**THE ONE GROUP HOSPITALITY, INC.**

**INDEX TO FINANCIAL STATEMENTS**

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All schedules for which provision is made in the applicable accounting regulation of the Securities and Exchange Commission are not required under the related instructions or are inapplicable and therefore have been omitted.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors and Stockholders  
The ONE Group Hospitality, Inc.

We have audited the accompanying consolidated balance sheets of The ONE Group Hospitality, Inc. (a Delaware corporation) and subsidiaries (the "Company") as of December 31, 2014 and 2013, and the related consolidated statements of operations and comprehensive income (loss), changes in stockholders' equity, and cash flows for each of the two years in the period ended December 31, 2014. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The ONE Group Hospitality, Inc. and subsidiaries as of December 31, 2014 and 2013, and the results of their operations and their cash flows for each of the two years in the period ended December 31, 2014 in conformity with accounting principles generally accepted in the United States of America.

/s/ GRANT THORNTON LLP

New York, New York  
March 31, 2015

THE ONE GROUP HOSPITALITY, INC.

CONSOLIDATED BALANCE SHEETS

	At December 31,	
	2014	2013
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 7,905,004	\$ 11,681,086
Accounts receivable, net	4,408,396	2,923,754
Inventory	1,139,305	978,392
Other current assets	1,937,392	832,951
Due from related parties	1,157,134	245,280
Total current assets	16,547,231	16,661,463
Property & equipment, net	18,815,625	13,445,413
Investments	2,802,443	2,539,272
Deferred tax assets	35,418	232,694
Other assets	793,002	1,333,432
Security deposits	2,368,422	984,657
Total assets	\$ 41,362,141	\$ 35,196,931
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Cash overdraft	\$ 85,598	\$ 256,843
Notes payable, current portion	—	15,000
Term loan, current portion	1,495,000	—
Line of credit	—	4,316,865
Accounts payable	3,433,198	2,706,027
Accrued expenses	2,004,704	3,137,207
Due to related parties	19,608	27,979
Deferred revenue	127,950	27,527
Total current liabilities	7,166,058	10,487,448
Other long-term liabilities	67,277	39,750
Derivative liability	6,241,000	10,095,000
Term loan	5,980,000	—
Deferred rent payable	9,435,109	6,348,097
Total liabilities	28,889,444	26,970,295
Commitments and contingencies		
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 December 31, 2014 and 2013, respectively	2,494	2,495
Preferred stock, \$0.0001 par value, 10,000,000 shares authorized; 0 shares issued and outstanding at December 31, 2014 and 2013, respectively	—	—
Additional paid-in capital	30,966,611	30,502,656
Accumulated deficit	(18,005,401)	(22,635,560)
Accumulated other comprehensive (loss) income	(230,696)	49,402
Total stockholders' equity	12,733,008	7,918,993
Noncontrolling interest	(260,311)	307,643
Total stockholders' equity including noncontrolling interest	12,472,697	8,226,636
Total Liabilities and Stockholders' Equity	\$ 41,362,141	\$ 35,196,931

See notes to the consolidated financial statements.



**THE ONE GROUP HOSPITALITY, INC.**

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

	<b>For the years ended December 31,</b>	
	<b>2014</b>	<b>2013</b>
<b>Revenues:</b>		
Owned unit net revenues	\$ 40,499,590	\$ 36,568,285
Management and incentive fee revenue	8,823,318	7,336,628
<b>Total revenue</b>	<b>49,322,908</b>	<b>43,904,913</b>
<b>Cost and expenses:</b>		
<b>Owned operating expenses:</b>		
Food and beverage costs	10,425,500	9,650,676
Unit operating expenses	24,344,857	22,447,188
General and administrative, net	8,687,490	10,777,805
Depreciation and amortization	1,438,728	1,456,736
Management and royalty fees	81,608	83,138
Pre-opening expenses	3,890,295	848,566
Transaction costs	—	4,597,738
Equity in (income) of investee companies	(1,149,060)	(948,852)
Derivative (income) expense	(3,854,000)	10,095,000
Interest expense, net of interest income	75,771	768,152
Other income, net	(1,968,197)	(649,642)
<b>Total costs and expenses</b>	<b>41,972,992</b>	<b>59,126,505</b>
<b>Income (loss) from continuing operations before provision for income taxes</b>	<b>7,349,916</b>	<b>(15,221,592)</b>
<b>Provision for income taxes</b>	<b>817,288</b>	<b>518,927</b>
<b>Income (loss) from continuing operations</b>	<b>6,532,628</b>	<b>(15,740,519)</b>
<b>Loss from discontinued operations, net of taxes</b>	<b>1,492,556</b>	<b>6,112,956</b>
<b>Net income (loss)</b>	<b>5,040,072</b>	<b>(21,853,475)</b>
Less: net income (loss) attributable to noncontrolling interest	409,913	(384,261)
<b>Net income (loss) attributable to The ONE Group Hospitality, Inc.</b>	<b>4,630,159</b>	<b>(21,469,214)</b>
<b>Other comprehensive income (loss)</b>		
Currency translation adjustment	(280,098)	61,494
<b>Comprehensive income (loss)</b>	<b>\$ 4,350,061</b>	<b>\$ (21,407,720)</b>
<b>Basic and diluted (loss) income per share:</b>		
Continuing operations	\$ 0.29	\$ (1.05)
Discontinued operations	\$ (0.06)	\$ (0.42)
<b>Net income (loss) attributable to The ONE Group Hospitality, Inc.</b>	<b>\$ 0.19</b>	<b>\$ (1.49)</b>
<b>Shares used in computing basic and diluted income (loss) per share</b>	<b>24,940,195</b>	<b>14,440,389</b>

See notes to the consolidated financial statements.

**THE ONE GROUP HOSPITALITY, INC.**

**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY**

	Common stock				Accumulated other comprehensive (loss) income	Total stockholders' equity	Noncontrolling interest	Total stockholders' equity including noncontrolling interest
	Shares	Par value	Additional paid-in capital	Accumulated deficit				
Balance at December 31, 2012	11,631,400	\$1,163	\$(1,039,908)	—	\$ (12,092)	\$(1,050,837)	\$ 3,539,584	\$ 2,488,747
Merger of The ONE Group into Committed Capital Acquisition Corporation	9,125,000	913	28,368,650	(1,166,346)		27,203,217		27,203,217
Payment to TOG members			(11,750,000)			(11,750,000)		(11,750,000)
Equity offering	3,131,339	313	13,251,201			13,251,514		13,251,514
Control premium	1,000,000	100	4,999,900			5,000,000		5,000,000
Issuance of stock-based compensation	59,000	6	350,540			350,546		350,546
Purchase of non-controlling interest			(3,109,392)			(3,109,392)	(2,552,608)	(5,662,000)
Member contributions							520,000	520,000
Member distributions			(568,335)			(568,335)	(815,072)	(1,383,407)
Gain on foreign currency translation					61,494	61,494		61,494
Net loss				(21,469,214)		(21,469,214)	(384,261)	(21,853,475)
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			538,954			538,954		538,954
Purchase of noncontrolling interest			(75,000)			(75,000)		(75,000)
Member distributions						—	(977,867)	(977,867)
Loss on foreign currency translation					(280,098)	(280,098)		(280,098)
Net income				4,630,159		4,630,159	409,913	5,040,072
Balance at December 31, 2014	24,940,195	\$2,494	\$30,966,611	\$(18,005,401)	\$ (230,696)	\$12,733,008	\$ (260,311)	\$ 12,472,697

See notes to the consolidated financial statements.

**THE ONE GROUP HOSPITALITY, INC.**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

	For the years ended December 31,	
	2014	2013
<b>Operating activities:</b>		
Net income (loss)	\$ 5,040,072	\$ (21,853,475)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Depreciation and amortization	1,438,728	1,456,736
Deferred rent payable	3,087,012	690,608
Deferred taxes	197,276	116,688
(Income) loss on equity method investments	(1,149,060)	(948,852)
Derivative (income) expense	(3,854,000)	10,095,000
Stock-based compensation	538,954	350,540
Impairment of fixed assets	467,238	—
Control premium	—	5,000,000
Changes in operating assets and liabilities:		
Accounts receivable	(1,484,642)	470,179
Inventory	(160,913)	387,789
Prepaid expenses and other current assets	(1,104,441)	(520,065)
Security deposits	(1,383,765)	(9,900)
Other assets	540,433	(441,479)
Accounts payable	727,171	(1,699,823)
Accrued expenses	(1,115,479)	723,076
Deferred revenue	127,950	(20,001)
Net cash provided by (used in) operating activities	<u>1,912,534</u>	<u>(6,202,979)</u>
<b>Investing activities:</b>		
Purchase of property and equipment	(7,276,180)	(1,233,232)
Purchase of minority interests	(75,000)	(5,662,000)
Distribution from equity investment	885,888	343,363
Due from related parties	(920,225)	(683,896)
Net cash used in investing activities	<u>(7,385,517)</u>	<u>(7,235,765)</u>
<b>Financing activities:</b>		
Cash overdraft	(171,245)	(318,198)
Proceeds from line of credit	9,029,261	7,175,000
Repayment of line of credit	(6,951,056)	(5,335,913)
Proceeds from Term Loan	1,079,930	—
Repayment of notes payable	(15,000)	(320,000)
Proceeds from member loans	—	578,915
Repayment of member loans	—	(5,606,528)
Issuance of restricted stock	—	6
Contributions from members	—	520,000
Proceeds from merger	—	15,453,217
Proceeds from equity offering, net of issuance costs	—	13,251,514
Distributions to members	(977,867)	(1,383,407)
Net cash provided by financing activities	<u>1,994,023</u>	<u>24,014,606</u>
Effect of exchange rate changes on cash	(297,122)	61,494
Net (decrease) increase in cash and cash equivalents	(3,776,082)	10,637,356
Cash and cash equivalents, beginning of year	11,681,086	1,043,730
Cash and cash equivalents, end of year	<u>\$ 7,905,004</u>	<u>\$ 11,681,086</u>
<b>Supplemental disclosure of cash flow data:</b>		
Interest paid	\$ 294,726	\$ 2,040,567
Income taxes paid	\$ 808,622	\$ 685,421

See notes to the consolidated financial statements.



## THE ONE GROUP HOSPITALITY, INC.

### Notes to Consolidated Financial Statements

#### Note 1 - Merger:

On October 16, 2013, 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 The ONE Group Hospitality, Inc., formerly known as Committed Capital Acquisition Corporation, CCAC Acquisition Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of The ONE Group Hospitality, Inc. ("Merger Sub"), ONE Group and Samuel Goldfinger as ONE Group Representative. Pursuant to the Merger Agreement, ONE Group became a wholly-owned subsidiary of The ONE Group Hospitality, Inc. through a merger of Merger Sub with and into ONE Group, and the former members of ONE Group received shares of The ONE Group Hospitality, Inc. that constituted a majority of the outstanding shares of The ONE Group Hospitality, Inc.

The Merger was accounted for as a reverse-merger and recapitalization in accordance with GAAP, whereby the Company was the accounting acquiree and ONE Group was 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 October 16, 2013 effective date. 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 Annual Report to equity securities and all equity-related historical financial measurements, including weighted average shares outstanding, earnings per share, par value of \$0.0001 per share of the Company's common stock ("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 summary of significant accounting policies:

##### 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"), T.O.G. (Milan) S.r.l. ("TOG Milan"), 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.

##### 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 hotels, casinos and other high-end locations in the United States and England. As of December 31, 2014, the Company owned and operated eight (8) and managed eight (8) restaurants and lounges, including seven (7) STKs throughout the United States and one (1) in England. Eight (8) of our locations are operated under our five (5) food and beverage hospitality management agreements, in which we provide comprehensive food and beverage services for our hospitality clients.

ONE Group is a limited liability company (“LLC”) formed on December 3, 2004 under the laws of the State of Delaware. ONE Group is a management company, as well as holds a majority interest in the entities noted above. As per the LLC Operating Agreement of ONE Group, such LLC is set to expire on December 31, 2099.

Little West 12th is an LLC formed on February 28, 2005 under the laws of the State of Delaware. Little West 12th, which commenced operations on September 8, 2006, operates a restaurant known as STK located in New York, New York. As per the LLC Operating Agreement of Little West 12th, such LLC is set to expire on December 31, 2099. As of December 31, 2014 and December 31, 2013, ONE Group has a 61.22% interest in this entity.

One LA is a limited partnership formed on April 20, 2006 under the laws of the State of New York. One LA, which commenced operations on June 20, 2007, operated a restaurant known as One Restaurant located in West Hollywood, California. As per the LLC Operating Agreement of One LA, such LLC is set to expire on December 31, 2099. However, on August 1, 2009, One LA ceased operations. As of December 31, 2014 and December 31, 2013, ONE Group has a 78.47% interest in this entity.

Bridge is an LLC formed on January 4, 2005 under the laws of the State of California. Bridge operates a restaurant known as STK located in Los Angeles, California. STK commenced operations on February 24, 2008. Coco de Ville, a bar and lounge located in the same building, commenced operations on May 13, 2008. On January 15, 2011, Coco de Ville ceased operations. As per the LLC Operating Agreement of Bridge, such LLC is set to expire on December 31, 2057. As of December 31, 2014 and December 31, 2013, STK-LA has a 77% interest in this entity.

STK-LA, which is wholly-owned by ONE Group, is an LLC formed on May 31, 2007 under the laws of the State of New York. STK-LA has a 77% interest in Bridge. As per the LLC Operating Agreement of STK-LA, such LLC is set to expire on December 31, 2099.

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 December 31, 2014 ONE group has a 100% interest in this entity.

Miami Services, which is wholly-owned by WSATOG, is an LLC formed in October 18, 2007 under the laws of the State of Florida. Miami Services, which commenced operations on March 24, 2008, operated a food and beverage service through The Perry Hotel located in Miami Beach, Florida. On May 19, 2013, Miami Services ceased operations. As per the LLC Operating Agreement of Miami Services, such LLC is set to exist in perpetuity.

STK Miami, which is wholly-owned by WSATOG, is an LLC formed on October 18, 2007 under the laws of the State of Florida. STK Miami operates an STK restaurant, and operated a bar and lounge known as Coco de Ville located in Miami Beach, Florida. STK commenced operations on January 4, 2010 and Coco de Ville commenced operations on February 4, 2010. On July 3, 2011, Coco de Ville ceased operations. On May 26, 2013, the STK restaurant temporarily closed as the building underwent renovations. On March 13, 2015, STK reopened. As per the LLC Operating Agreement of STK Miami, such LLC is set to exist in perpetuity.

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, operated 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 December 31, 2014 Little West 12th has a 100% interest in this entity and at December 31, 2013, Little West 12th had 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 remaining minority interest of Basement Manager for \$75,000.

JEC II is an LLC formed on May 28, 2003 under the laws of the State of New York. JEC II, which commenced operations on December 2, 2003, operated a restaurant known as One Restaurant located in New York, New York. In 2010, JEC II changed its concept and name of the restaurant to The Collective. On June 11, 2011, JEC II ceased operations. As per the LLC Operating Agreement of JEC II, such LLC is set to expire on December 31, 2099. As of December 31, 2014 and December 31, 2013, the ONE Group has a 96.14% interest in this entity.

One TCI, which is wholly-owned by ONE Group, was formed on December 19, 2008 in Turks and Caicos Islands, British West Indies. One TCI, which commenced operations in 2009, held a management agreement with a hotel in Turks and Caicos to operate and manage the food and beverage operations in that hotel. One TCI ceased operations on October 31, 2011.

One Marks is an LLC formed on December 7, 2004 under the laws of the State of Delaware to hold the "One" trademark. It is management's intent that such LLC will continue in existence in perpetuity. As of December 31, 2014 and December 31, 2013, ONE Group has a 95.09% interest in this entity.

MPD, which is wholly-owned by Little West 12th, is an LLC formed in October 24, 2005 under the laws of the State of New York. MPD commenced operations on June 13, 2011 and operates the STK rooftop in New York, New York. It is management's intent that such LLC will continue in existence in perpetuity.

One 29 Park Management, which is wholly-owned by ONE Group, is an LLC formed on April 22, 2009 under the laws of the State of New York. One 29 Park Management owns ten percent of One 29 Park, LLC, which operates a restaurant and manages the rooftop of a hotel located in New York, New York. Operations for One 29 Park Management commenced on August 18, 2010. As per the LLC Operating Agreement of One 29 Park Management, such LLC is set to exist in perpetuity.

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 December 31, 2014 and December 31, 2013 ONE Group has a 100% interest in this entity.

STK 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. STK Midtown commenced operations on December 7, 2011 and operates a restaurant known as STK located in New York City, New York. It is management's intent that such LLC will continue in existence in perpetuity.

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 Midtown in New York, New York. STKOUT Midtown ceased operations in 2013.

STK Atlanta, which is wholly-owned by ONE Group, is an LLC formed on December 9, 2009 under the laws of the State of Georgia. STK Atlanta operates two restaurants known as STK and Cucina Asellina located in Atlanta, Georgia. STK commenced operations on December 15, 2011 and Cucina Asellina commenced operations on February 20, 2012. It is management's intent that such LLC will continue in existence in perpetuity.

STK Vegas, which is wholly-owned by ONE Group, is an LLC formed on November 13, 2009 under the laws of the State of Nevada. STK Vegas manages a restaurant known as STK located at the Cosmopolitan Hotel in Las Vegas, Nevada which commenced operations on December 15, 2010. It is management's intent that such LLC will continue in existence in perpetuity.

One Atlantic City, which is wholly-owned by ONE Group, is an LLC formed on January 31, 2012 under the laws of the State of New Jersey. One Atlantic City commenced operations on April 9, 2012 and operated a restaurant known as ONE in Atlantic City, New Jersey. It is management's intent that such LLC will continue in existence in perpetuity. One Atlantic City ceased operations on December 11, 2012.

Asellina Marks is an LLC formed on December 5, 2011 under the laws of the State of Delaware to hold the "Asellina" and "Cucina Asellina" trademarks. It is management's intent that such LLC will continue in existence in perpetuity. As of December 31, 2014 and December 31, 2013, ONE Group has a 50% interest in this entity.

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 2014 in Las Vegas, Nevada, but a determination was made in 2014 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 shareholders in exchange for membership interest in ONE Group. As of December 31, 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. As of December 31, 2014 and December 31, 2013 TOG UK has a 100% interest in this entity.

TOG Aldwych, which is wholly-owned by TOG UK, was formed on April 18, 2011 under the laws of the United Kingdom. TOG Aldwych is a management company that manages and operates a restaurant, bar and lounges in the ME Hotel in London. Operations at these venues within the hotel commenced in 2013.

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 2014.

TOG Milan, which is wholly owned by TOG UK, was formed on September 18, 2014 under the laws of Italy. TOG Milan will manage and operate a restaurant, bar and lounge in the ME Hotel in Milan. It is expected that operations will commence in 2015.

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 December 31, 2014 and December 31, 2013, ONE Group has an 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 operates a restaurant known as STK in Washington, D.C. It is management's intent that such LLC will continue in existence in perpetuity. As of December 31, 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 December 31, 2014 and December 31, 2013, 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 December 31, 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 December 31, 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 operates the food and beverage operations, and will operate a restaurant known as STK, in the W Hotel in Los Angeles, California. It is management's intent that such LLC will continue in existence in perpetuity. As of December 31, 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 Rebel in Denver, Colorado. It is management's intent that such LLC will continue in existence in perpetuity. As of December 31, 2014, ONE Group has a 100% interest in this entity.

**Use of estimates:**

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Investments:**

Investee companies that are not consolidated, but over which the Company exercises significant influence, are accounted for under the equity method of accounting. Under the equity method of accounting, an Investee company's accounts are not reflected within the Company's consolidated balance sheets and statements of operations and comprehensive (loss) income; however, the Company's share of the earnings or losses of the Investee company is reflected in the caption "Equity in loss of Investee companies" in the consolidated statements of operations and comprehensive loss. The Company's carrying value in an equity method Investee company is reflected in the caption "Investments" in the Company's consolidated balance sheets.



When the Company's carrying value in an equity method Investee company is reduced to zero, no further losses are recorded in the Company's consolidated financial statements unless the Company guaranteed obligations of the Investee company. When the Investee company subsequently reports income, the Company will not record its share of such income until it equals the amount of its share of losses not previously recognized. See Note 8 for names of entities accounted for under the equity method.

**Fair value of financial instruments:**

The carrying amounts of cash, receivables, accounts payable and accrued expenses approximate fair value due to the immediate or short-term maturity of these financial instruments. The fair value of the term loan approximates fair value since the terms of the loan have been recently negotiated.

**Cash and cash equivalents:**

The Company's cash and cash equivalents are defined as cash and short-term highly liquid investments with an original maturity of three months or less from the date of purchase. The Company's cash and cash equivalents consist of cash in banks as of December 31, 2014 and 2013.

**Concentrations of credit risk:**

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist primarily of cash and accounts receivable, which include credit card receivables. At times, the Company's cash may exceed federally insured limits. At December 31, 2014 and 2013, the Company has cash balances in excess of federally insured limits in the amount of approximately \$6,484,314 and \$11,147,927, respectively. Concentrations of credit risk with respect to credit card receivables are limited. Credit card receivables are anticipated to be collected within three business days of the transaction.

The Company closely monitors the extension of credit to its noncredit card customers while maintaining allowances for potential credit losses, if required. On a periodic basis, the Company evaluates its accounts receivable and establishes an allowance for doubtful accounts, if required, based on a history of past write-offs and collections and current credit considerations. The allowance for uncollectible accounts receivable totaled \$0 at December 31, 2014 and \$164,000 at 2013. The determination of the allowance for uncollectible accounts receivable includes a number of factors, including the age of the accounts, past experience with the accounts, changes in collection patterns and general industry conditions.

As of December 31, 2014 and 2013, amounts owed from hotels accounted for approximately 62% and 66% of accounts receivable, respectively, amounts owed from the landlord at STK DC accounted for approximately 6% and 0%, respectively, and amounts owed from the landlord at STK Midtown accounted for approximately 0% and 11% of accounts receivable, respectively.

**Noncontrolling interest:**

Noncontrolling interest related to the Company's ownership interests of less than 100% is reported as noncontrolling interest in the consolidated balance sheets. The noncontrolling interest in the Company's earnings is reported as net loss attributable to the noncontrolling interest in the consolidated statements of operations and comprehensive loss.

**Foreign currency translation:**

Assets and liabilities of foreign operations are translated into U.S. dollars at year end exchange rates and revenues and expenses are translated at average monthly exchange rates. Gains or losses resulting from the translation of foreign subsidiaries represent other comprehensive income (loss) and are accumulated as a separate component of stockholders' equity. Currency transaction gains or losses are recorded as other income, net in the consolidated statements of operations and comprehensive loss and amounted to \$(280,098) and \$61,000 at December 31, 2014 and 2013.

**Accounts receivable:**

Accounts receivable is primarily comprised of normal business receivables such as credit card receivables, landlord contributions for construction, management and incentive fees and other reimbursable amounts due from hotel operators where the Company has a location, and are recorded when the products or services have been delivered or rendered at the invoiced amounts.

**Inventory:**

The Company's inventory consists of food, liquor and other beverages and is valued at the lower of cost, on a first-in first-out basis, or market.

**Property and equipment:**

Property and equipment are stated at cost and depreciated using the straight-line method over estimated useful lives as follows:

Computer and equipment	5-7 years
Furniture and fixtures	5-7 years

Restaurant supplies are capitalized during initial year of operations. All supplies purchased subsequent are charged to operations as incurred. Leasehold improvements are amortized on the straight-line method over the lesser of the estimated useful life of the assets or the lease term. Costs of maintenance and repairs are charged to operations as incurred. Any major improvements and additions are capitalized.

**Impairment of long-lived assets:**

The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In performing a review for impairment, the Company compares the carrying value of the assets with their estimated future undiscounted cash flows. If it is determined that an impairment has occurred, the loss would be recognized during that period. The impairment loss is calculated as the difference between the asset carrying values and the present value of estimated net cash flows or comparable market values.

In 2013, management decided to close BBCLV and STKOUT Midtown due to continuing losses. During the fourth quarter of 2014, management determined that \$391,000 of property and equipment of BBCLV and \$77,000 of property and equipment of STKOUT Midtown was impaired at December 31, 2014 and no impairment was recognized during 2013. In 2014, management decided to close Tenjune due to continuing losses and no assets were impaired as a result of this closure.

**Deferred rent:**

Deferred rent represents the net amount of the excess of recognized rent expense over scheduled lease payments and recognized sublease rental income over sublease receipts. Deferred rent also includes the landlord’s contribution towards construction (lease incentive), that will be amortized over the lease term. For rent expense, the Company straight lines the expense.

**Pre-opening expenses:**

Costs of pre-opening activities are expensed as incurred.

**Revenue recognition:**

Revenue consists of restaurant sales, management, incentive and royalty fee revenues. The Company recognizes restaurant revenues when goods and services are provided. Revenue for management services (inclusive of incentive fees) are recognized when services are performed or earned and fees are earned. Royalty fees are recognized as revenue in the period the licensed restaurants’ revenues are earned.

**Deferred revenue:**

Deferred revenue represents gift certificates outstanding and deposits on parties. The Company recognizes this revenue when the gift certificates are redeemed and/or the parties are held.

**Taxes collected from customers:**

The Company accounts for sales taxes collected from customers on a net basis (excluded from revenues).

**Income taxes:**

The Company accounts for income taxes pursuant to the asset and liability method which requires deferred income tax assets and liabilities to be computed for temporary differences between the consolidated financial statement and tax basis of assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates applicable to the periods in which the temporary differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

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. After an evaluation of the realizability of the Company’s deferred tax assets, the Company decreased its valuation allowance by \$3.1 million during 2014. See Note 10, “Incomes Taxes,” for a further discussion of the Company’s provision for income taxes.

The Company has no unrecognized tax benefits at December 31, 2014 and 2013.

The Company recognizes interest and penalties associated with uncertain tax positions as part of the income tax provision and includes accrued interest and penalties with the related tax liability in the consolidated balance sheets.

**Advertising:**

The Company expenses the cost of advertising and promotions as incurred. Advertising expense included in continuing operations amounted to \$1.7 million and \$1.5 million in 2014 and 2013, respectively.

**Stock-based compensation:**

Compensation cost of all share-based awards is measured at fair value on the date of grant and recognized as an expense, on a straight line basis, net of estimated forfeitures, over their respective vesting periods, net of estimated forfeitures.

**Comprehensive income (loss):**

Comprehensive income (loss) consists of two components, net income (loss) and other comprehensive income (loss). The Company's other comprehensive income (loss) is comprised of foreign currency translation adjustments. The amount of other comprehensive income (loss) related to the foreign currency adjustment amounted to (\$280,098) and \$61,000 as of December 31, 2014 and 2013, respectively.

**Net (loss) income per share:**

Basic net income per share is computed using the weighted average number of common shares outstanding during the applicable period. Diluted net income per share is computed using the weighted average number of common shares outstanding during the period, plus the dilutive effect of potential common stock. Potential common stock consists of shares issuable pursuant to stock options and warrants. At December 31, 2014 and 2013, respectively, all equivalent shares underlying options and warrants were excluded from the calculation of diluted loss per share. The Company had a net loss per share as of December 31, 2013, and while the Company had a net income per share as of December 31, 2014, the exercise price of such options were out of the money and therefore equivalent shares would have an anti-dilutive effect.

**Recent accounting pronouncements**

In July 2013, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2013-11, "Income Taxes (Topic 740), Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists (a consensus of the FASB Emerging Issues Task Force)." 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 is effective for public entities for annual periods beginning after December 15, 2013. The adoption of this amendment did not have a material impact on the consolidated financial statements.

In April 2014, the FASB 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 Company is currently evaluating the impact of ASU 2014-08 on the consolidated financial statements.

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 3 - Inventory:**

Inventory consists of the following:

	At December 31,	
	2014	2013
Food	\$ 134,355	\$ 79,773
Beverages	1,004,950	898,619
Totals	\$ 1,139,305	\$ 978,392

**Note 4 - Property and equipment, net.**

Property and equipment, net consist of the following:

	At December 31,	
	2014	2013
Furniture, fixtures and equipment	\$ 7,336,956	\$ 6,382,710
Leasehold improvements	20,719,230	17,897,561
Less accumulated depreciation and amortization	13,833,271	12,263,184
	14,222,915	12,017,087
Construction in progress	3,871,670	826,065
Restaurant supplies	721,040	602,261
Totals	\$ 18,815,625	\$ 13,445,413

Depreciation and amortization related to property and equipment included in continuing operations amounted to \$1,438,728 and \$1,456,736 in the years ended December 31, 2014 and 2013, respectively.

**Note 5 – Accrued expenses:**

Accrued expenses consisted of the following:

	At December 31,	
	2014	2013
Sales tax payable	\$ 168,172	\$ 493,886
Payroll and related	435,259	498,228
Income taxes payable	494,152	—
Termination costs	—	1,375,341
Due to hotels	200,000	200,000
Legal	86,182	—
Other	620,939	569,752
Totals	\$ 2,004,704	\$ 3,137,207

**Note 6 - 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 12<sup>th</sup> 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 December 31, 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.(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 available borrowings under the Credit Agreement 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 December 31, 2014 and the Company was in compliance with all of the new covenants as of December 31, 2014.

On October 31, 2014, the Company entered into Amendment No. 5 and Addendum to the Credit Agreement with BankUnited to add one additional subsidiary as a borrower.

On December 17, 2014, the Company entered into a Term Loan Agreement with BankUnited in the amount of \$7,475,000 maturing December 1, 2019 (the "Term Loan Agreement"). The Term Loan Agreement replaced the existing Credit Agreement which was terminated and the aggregate principal amount of the existing loans outstanding of \$6,395,071 was converted into the Term Loan Agreement. Commencing on January 1, 2015, the Company will make sixty (60) consecutive monthly installments of \$124,583 plus interest that will accrue at an annual rate of 5.0%. Our obligations under the Term Loan Agreement are secured by substantially all of our assets.

The Term Loan Agreement contains certain affirmative and negative covenants, including negative covenants that limit or restrict, among other things, liens and encumbrances, secured indebtedness, mergers, asset sales, investments, assumptions and guaranties of indebtedness of other persons, change in nature of operations, changes in fiscal year and other matters customarily restricted in such agreements. The financial covenants contained in the Term Loan Agreement require the Borrowers to maintain a certain adjusted tangible net worth and a debt service coverage ratio.

At December 31, 2014 \$7,475,000 was outstanding under the Term Loan Agreement and at December 31, 2013 \$4,316,865 was outstanding on the terminated Credit Agreement.

The Company was in compliance with all of its financial covenants under the Term Loan Agreement as of December 31, 2014 and the Company believes based on current projections that the Company will continue to comply with such covenants in 2015.

Interest expense recognized related to these notes amounted to \$294,726 and \$293,136 for the years ended December 31, 2014 and 2013, respectively. Capitalized interest amounted to \$187,106 and \$0 for the years ended December 31, 2014 and 2013, respectively.

As of December 31, 2014, the issued letters of credit in the total amount of approximately \$1.5 million for our STK locations in Orlando, Florida, Chicago, Illinois and Westwood, California remain outstanding.

#### **Note 7 - Member loans:**

In 2007, the Company entered into several demand loans with a member totaling \$4,392,777 that accrue interest ranging from 6% to 12%. On February 27, 2009, \$1,000,000 was converted to equity. In 2012, one of the notes for \$500,000 was forgiven by the member in exchange for all of our membership interest in an investment in 408 W 15 Members LLC, an unrelated party, which was held by the Company. There was no gain or loss recognized in this exchange. In 2013, the Company entered into two demand loans with a member totaling \$2,000,000. All outstanding principal and accrued interest as of October 16, 2013 was repaid in conjunction with the Merger. Interest expense recognized related to these member loans was \$358,104 in 2013.

On December 9, 2011, TOG UK entered into two loan agreements with entities that are controlled by a member for funds up to £230,000 and £300,000. The loans were due on demand and are accruing interest at an interest rate of 8%. These notes, along with accrued interest, were repaid in conjunction with the Merger. Interest expense recognized related to these loans was \$72,167 in 2013.

#### **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 December 31, 2014 and 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 December 31, 2014 and 2013, the Company held the following investments which are all accounted for under the equity method:

	At December 31,	
	2014	2013
Bagatelle NY LA Investors, LLC ("Bagatelle Investors")	\$ 357,896	\$ 840,614
Bagatelle Little West 12th, LLC ("Bagatelle NY")	1,938,252	1,192,363
Bagatelle La Cienega, LLC ("Bagatelle LA")	—	—
One 29 Park, LLC	506,295	506,295
<b>Totals</b>	<b>\$ 2,802,443</b>	<b>\$ 2,539,272</b>
Equity in income of investee companies	\$ 1,149,060	\$ 948,852

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. The Company holds a 31.24% ownership over Bagatelle Investors as of December 31, 2014 and 2013. The Company holds a 5.23% direct ownership over Bagatelle NY and has indirect ownership through Bagatelle Investors as well as one of its subsidiaries of 45.90% for a total effective ownership of 51.13% as of December 31, 2014 and 2013. The Company holds a 5.23% direct ownership over Bagatelle LA and has indirect ownership through Bagatelle Investors as well as one of its subsidiaries of 38.10% for a total effective ownership of 43.33% as of December 31, 2014 and 2013. The Company holds a 10% direct ownership over One29 Park as of December 31, 2014 and 2013. The Company accounts for its investment in One29 Park under the equity method since it has ability to exercise significant influence over the entity.

During the years ended December 31, 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 - 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. As of December 31, 2014 and 2013, these advances amounted to \$1,157,134 and \$245,280, respectively.

The Company sub-leases office space to certain related parties, sub-lease income is netted against rent expense in the statement of operations and comprehensive income (loss).

The Company incurred \$403,673 and \$59,600 in 2014 and 2013, respectively, for design services at the various restaurants to an entity owned by one of the shareholders.

The Company incurred \$552,012 and \$1,161,000 in 2014 and 2013, respectively, for legal fees to an entity owned by one of the shareholders. Included in accounts payable at December 31, 2014 and 2013 is a balance due to this entity of approximately \$70,125 and \$416,700, respectively.

The Company incurred \$4,817,360 and \$1,825,400 in 2014 and 2013, respectively, for construction services to an entity owned by one of the Company's employees. Included in accounts payable at December 31, 2014 and 2013 is a balance due to this entity of approximately \$11,000 and \$15,900, respectively.

**Note 10 - Income taxes:**

The provision for income tax expense consists of the following:

	Year Ended	
	December 31, 2014	December 31, 2013
Current tax expense:		
Federal	\$ 110,966	\$ —
State and local	361,281	237,237
Foreign	258,731	165,000
Total current tax expense	<u>730,978</u>	<u>402,237</u>
Deferred tax expense (benefit):		
Federal	(110,966)	—
State and local	197,276	116,690
Total deferred tax expense (benefit)	<u>86,310</u>	<u>116,690</u>
Total income tax expense	<u>\$ 817,288</u>	<u>\$ 518,927</u>

The difference between the reported income tax expense and taxes determined by applying the applicable U.S. federal statutory income tax rate to (loss) income before taxes from continuing operations is reconciled as follows:

	Year ended	
	December 31, 2014	December 31, 2013
Income (loss) from continuing operations before Provision for income taxes		
Domestic	\$ 6,128,992	\$ (16,323,206)
Foreign	1,220,924	1,101,614
Total	<u>\$ 7,349,916</u>	<u>\$ (15,221,592)</u>

	Year ended			
	December 31, 2014		December 31, 2013	
Income tax expense at federal statutory rate	\$ 2,498,973	34.0 %	\$ (5,433,527)	34 %
State and local taxes – current	238,445	3.3 %	165,427	(0.9)%
State and local taxes – deferred	351,459	4.8 %	(1,818,068)	11.4 %
Transaction costs	21,320	0.3 %	923,179	(5.8)%
FICA tip credit	(654,968)	9.0 %	—	— %
Foreign rate differential	(156,383)	(2.14)%	—	— %
Nondeductible control premium	—	— %	1,700,000	(10.6)%
Goodwill	—	— %	(3,018,444)	18.9 %
Deferred tax from rate change from LLC to C corporation	1,617,800	22.1 %	(2,104,370)	13.2 %
Change in valuation allowance	(3,061,841)	41.9 %	10,249,612	(64.1)%
Other items, net	(37,517)	0.5 %	(144,882)	0.8 %
Total income tax expense	<u>\$ 817,288</u>	<u>11.2 %</u>	<u>\$ 518,927</u>	<u>(3.1)%</u>

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income. In 2014 the Company decreased its valuation allowance by \$3.1 million, the decrease in the valuation allowance represents \$2.5 million from continuing operations and \$520,000 from discontinued operations at December 31, 2014. In 2013 the Company increased its valuation allowance by \$10,300,000.

Deferred income taxes reflect the net effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and amounts used for income tax purposes. Significant components of deferred tax assets and liabilities are presented below:



	Year ended	
	December 31, 2014	December 31, 2013
Deferred tax assets:		
State and local net operating loss carryforwards	\$ —	\$ 1,042
Deferred rent liabilities	2,441,728	787,362
Lease incentives	350,817	34,893
Depreciation and amortization	—	1,454,206
Stock compensation	249,690	23,329
FICA tip credit carryforward	767,816	126,010
Net operating loss	84,833	4,427
Goodwill	3,349,761	3,687,236
Derivative expense	2,622,848	4,239,900
Restricted stock grant	—	123,900
Inventory	4,904	—
<b>Total deferred tax assets</b>	<b>9,872,397</b>	<b>10,482,305</b>
Deferred tax liabilities:		
Depreciation and amortization	(2,129,646)	—
<b>Total deferred tax liabilities</b>	<b>(2,129,646)</b>	<b>—</b>
Valuation allowance	(7,707,333)	(10,249,611)
<b>Net deferred tax assets</b>	<b>\$ 35,418</b>	<b>\$ 232,694</b>

The Company accounts for unrecognized tax benefits in accordance with the provisions of FASB guidance which, among other directives, requires uncertain tax positions to be recognized only if they are more likely than not to be upheld based on their technical merits. The measurement of the uncertain tax position is based on the largest benefit amount that is more likely than not (determined on a cumulative probability basis) to be realized upon settlement. The Company believes that its tax return positions are appropriate and supportable under relevant tax law. The Company believes the estimates and assumptions used to support its evaluation of tax benefit realization are reasonable. Accordingly, no adjustments have been made to the consolidated financial statements for the years ended December 31, 2014 and 2013.

The Company may, from time to time, be assessed interest or penalties by major tax jurisdictions, although any such assessments historically have been minimal and immaterial to the Company's financial results. In the event the Company receives an assessment for interest and penalties, it has been classified in the consolidated financial statements as income tax expense. The Company's U.S. Federal, state and local income tax returns prior to fiscal year 2010 are closed and management continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings. The Company's foreign income tax returns prior to fiscal year 2011 are closed and management continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

Undistributed earnings of the Company's foreign subsidiaries are considered to be indefinitely reinvested and therefore, no provision for domestic taxes has been provided thereon. Upon repatriation of those earnings, in the form of dividends or otherwise, the Company would be subject to domestic income taxes, offset (in whole or in part) by foreign tax credits, related to income and withholding taxes payable to the various foreign countries. Determination of the amount of unrecognized deferred domestic income tax liability is impracticable due to the complexities associated with its hypothetical calculation.

As of December 31, 2014, the Company has a Federal and state net operating loss carryovers of \$201,984.

**Note 11 – Derivative liability:**

On October 16, 2013, the Merger provided for up to an additional \$14,100,000 of payments to the former holders of ONE Group membership interests ("TOG Members") and to a liquidating trust ("Liquidating Trust"), established for the benefit of TOG Members and holders of warrants to acquire membership interests of ONE Group ("TOG Warrant Holders"), 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 was 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 derivative income or expense. 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:

	December 31, 2014	December 31, 2013
Fair value of derivative liability (3)	\$ 6,241,000	\$ 10,095,000
Significant assumptions (or ranges):		
Trading market values (1)	\$ 4.85	\$ 5.75
Term (years) (2)	1 year, 58 days	2 years, 29 days
Expected volatility (1)	26.8%	41.4%
Risk-free rate (2)	0.32%	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	1

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 \$3,854,000 of derivative income and \$10,095,000 of derivative expense for the years ended December 31, 2014 and 2013, respectively.

#### **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 2035, 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 2014 and thereafter are as follows:

Year Ending December 31,	Expense	Income	Net Amount
2015	\$ 6,095,963	\$ (1,237,238)	\$ 4,858,725
2016	7,313,292	(1,279,269)	6,034,023
2017	7,086,209	(1,059,545)	6,026,664
2018	7,209,596	(1,079,640)	6,129,956
2019	7,372,206	(1,116,229)	6,255,977
Thereafter	89,522,104	(3,084,946)	86,437,158
Total	\$ 124,599,370	\$ (8,856,867)	\$ 115,742,503

In January 2010, STK Midtown entered into a lease agreement for a term of twenty years, which was subsequently amended, that provides for the landlord to contribute up to \$1,036,900 towards construction. This amount is included in deferred rent and will be amortized over the lease term. As of December 31, 2014 and 2013, \$0 and \$153,332, respectively remains outstanding and is included in accounts receivable.

Rent expense (including percentage rent of \$433,194 and \$424,181), included in continued operations, amounted to \$3,432,364 and \$3,795,248 in 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 \$517,155 and \$566,433 in 2014 and 2013, respectively, related to subleases with related and unrelated parties which expires through 2025.

The CEO of the Company is a limited personal guarantor of the leases for the STK Miami premises with respect to certain covenants under the lease relating to construction of the new premises and helping the landlord obtain a new liquor license for the premises in the event of termination of the lease. The CEO is a limited personal guarantor of the leases for the Bagatelle New York premises with respect to JEC II, LLC's payment and performance under the lease.

**License and management fees:**

Pursuant to its amended and restated operating agreement executed in June 2007, Bridge is obligated to pay management fees equal to 2% of revenues to a member for the life of the lease. Management fees amounted to \$81,380 and \$79,120 in 2014 and 2013, respectively. Included in accounts payable at December 31, 2014 and 2013 are amounts due for management fees of \$8,180 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 \$0 and \$60,989 in each of 2014 and 2013, respectively.

In January 2010, STK Vegas entered into a management agreement with a third party for a term of 10 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"). 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 \$4,527,808 and \$4,117,533 in 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 \$642,807 and \$693,847 in 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 \$703,648 and \$817,940 in 2014 and 2013, respectively. Included in accounts receivable at December 31, 2014 and 2013 are amounts due for management fees and reimbursable expenses of \$377,320 and \$790,511, 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 fees, marketing fees and additional fees were waived in 2012. Management fees amounted to \$2.2 and \$1.2 million in 2014 and 2013, respectively. Included in accounts receivable at December 31, 2014 and 2013 are amounts due for management fees of \$200,124 and \$143,474, respectively.

In May 2013, CA Aldwych entered into a management agreement with a third party to operate a restaurant in the ME Hotel in London. Under this agreement, CA Aldwych shall receive a management fee equal to 5% of receipts received from food and beverages operations. In addition, CA Aldwych is entitled to receive a monthly marketing fee equal to 1.5% of receipts received from food and beverages operations. Management fees amounted to \$149,710 and \$209,914 in 2014 and 2013, respectively. Included in accounts receivable at December 31, 2014 and 2013 are amounts due for management fees of \$57,675 and \$22,312, 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. On May 30, 2014 the Company entered into a Termination, Mutual Release and Settlement Agreement to terminate the management agreement. The results of operations and estimated termination costs are included in Discontinued Operations.

**Note 13 - Retirement plan:**

Effective January 1, 2012, the Company maintains a profit-sharing plan covering all eligible employees in accordance with Section 401(k) of the Internal Revenue Code. The plan is funded by employee and employer contributions. Employer contributions to the plan are at the discretion of the Company. There were no employer contributions in 2014 and 2013.

**Note 14 - Outstanding warrants:**

Prior to the Merger, there were outstanding warrants to purchase 62,280 membership units of ONE Group at prices ranging from \$22.94 to \$32.00 per unit. The warrants became exercisable in 2009 through 2012 and expire at various dates through 2021.

In connection with the Merger, the warrants that were outstanding at October 16, 2013 were converted into shares of the Company at an exchange ratio of 8.09 and these shares were put into a liquidating trust that was established between members of ONE Group and a designated trustee ("Liquidating Trust") in order to hold and distribute the trust's assets. The Company issued warrants to purchase 5,750,000 shares of Common Stock at an exercise price of \$5.00 per share in connection with the Company's initial public offering. These warrants became exercisable as of the effectiveness of the post-effective amendment on February 27, 2014 and 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 Common Stock closes at or above \$6.25 per share for 20 out of 30 trading days commencing on the effective date. As a result of the effectiveness, holders of these warrants issued and outstanding may now exercise them and receive shares of common stock upon the payment of the related exercise price.

**Note 15 - Discontinued operations:**

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

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 December 31, 2014 and 2013.

	Years ended December 31,	
	2014	2013
Cash and cash equivalents	\$ 1,312	\$ —
Accounts receivable	2,415	79,508
Inventory	15,609	—
Prepaid expenses and other current assets	48,340	146,785
Due from related parties	814,227	—
Assets of discontinued operations - current	881,903	226,293
Property and equipment, net	169,175	—
Security deposits	75,000	—
Assets of discontinued operations - long term	244,175	—
Accounts payable and accrued liabilities	551,266	—
Due to related parties	3,654,552	—
Liabilities of discontinued operations - current	4,205,818	—
Deferred rent payable	—	—
Net assets	\$ (3,079,740)	\$ 226,293

Summarized operating results related to these entities are included in discontinued operations in the accompanying consolidated statements of operations and comprehensive loss for the years ended December 31, 2014 and 2013:

	Years ended December 31,	
	2014	2013
Revenue	\$ 102,330	\$ 3,882,598
Costs and expenses	1,594,886	9,995,554
Net loss from discontinued operations, net of tax	\$ (1,492,556)	\$ (6,112,956)

**Note 16 - 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 17 - Other matters:**

In January 2012, STK Miami Services entered into an amendment to its services agreement with its landlord whereby STK Miami Services received \$5,000,000 as consideration for including in the amendment, the option for the landlord, The Perry Hotel (currently rebranded as "1 Hotel & Homes"), to terminate the existing services agreement.

On June 19, 2014, The Perry Hotel exercised its option to terminate our services agreement to operate the food and beverage services for The Perry Hotel. In connection with this termination, The Perry Hotel made a one-time payment to the Company of \$2.0 million on July 28, 2014. Pursuant to a transfer agreement between the Company and a minority shareholder of WSATOG (Miami), LLC dated October 23, 2013, the Company agreed to pay the minority shareholder 40% of any termination fees received by the Company in connection with The Perry Hotel. As a result of this transfer agreement, the Company received a net payment of \$1.2 million from The Perry Hotel and \$0.8 million was paid to the minority shareholder.

On December 10, 2014, STK Miami sustained significant water damage due to a ruptured sprinkler system which resulted in damages to the property and a delay in the re-opening of the venue of approximately two and one half months. On February 3, 2015 the Company received an advance of \$250,000 in partial settlement of its insurance claims. The Company completed its initial estimates of losses and filed a claim with its insurance carrier in March 2015 of approximately \$1.5

million, which includes claims of approximately \$500,000 for property damages and approximately \$1.0 million for expense reimbursement and business interruption. The Company continues to evaluate its estimates of damages and in the future may make adjustments to the claim. At December 31, 2014, the Company wrote-off approximately \$500,000 of damaged leasehold improvements and recorded a gain on insurance recoveries as a direct off-set to the associated values of the damages written off, these amounts are included in other income and expense in the Consolidated Statements of Operations and Comprehensive Income (Loss).

**Note 18 - 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 December 31, 2014 and 2013, there were 24,940,195 and 24,946,739 outstanding shares of Common Stock and no outstanding shares of preferred stock.

The Company issued warrants to purchase 5,750,000 shares of Common Stock at an exercise price of \$5.00 per share in connection with the Company's initial public offering. These warrants became exercisable as of the effectiveness of the post-effective amendment on February 27, 2014 and 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 Common Stock closes at or above \$6.25 per share for 20 out of 30 trading days commencing on the effective date. As a result of the effectiveness, holders of these warrants issued and outstanding may now exercise them and receive shares of common stock upon the payment of the related exercise price.

Prior to the closing of the merger, there were 12,500,000 outstanding shares of Common Stock held by the Company's initial stockholders. At the closing of the Merger, certain of the Company's initial stockholders forfeited an aggregate of 3,375,000 shares of Common Stock back to the Company in accordance with their respective insider letter agreements. Subsequent to the forfeiture, there were 9,125,000 outstanding shares of Common Stock held by the Company's initial stockholders.

At the closing of the Merger, the Company issued to the TOG Members and to the Liquidating Trust established for the benefit of TOG Members and TOG Warrant Owners an aggregate of 12,631,400 shares of the Company's 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 the Company's 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 were deposited into an escrow account at Continental Stock Transfer & Trust Company, as escrow agent, to secure certain potential adjustments to the Merger Consideration and certain potential indemnification obligations. The escrow is expected to be released on April 16, 2015.

At the closing of the Merger, the Company issued 59,000 shares of restricted stock to the directors as a bonus in consideration of services provided in connection with the Merger.

In connection with the closing of the Merger, the Company completed a private placement of 3,131,339 shares of Common Stock at a purchase price of \$5.00 per share to purchasers that included some of the Company's existing shareholders, realizing gross proceeds of \$15,656,695.

On October 23, 2013 the Company purchased the remaining 40% interest in WSATOG for \$1,800,000. During 2013, the Company also purchased the remaining 27% interest in Midtown Holdings for \$3,834,000. Professional fees associated with these transactions amounted to approximately \$28,000. As of December 31, 2014, the Company has a 100% interest in both of these entities. At December 31, 2014 and 2013, the total amount related to the purchase of minority interest was \$75,000 and \$5,662,000, respectively.

**Note 19 - 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 October 2013, in connection with their employment agreements, Messrs. Segal and Goldfinger were granted options to purchase 1,022,104 and 511,052, shares, respectively, of common stock at an exercise price of \$5.00 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 December 2013, the directors were granted 59,000 shares of restricted stock. There were no grants of restricted stock in 2014.

During 2014, the Company granted the following options:

<b>Date</b>	<b>Number of shares</b>	<b>Exercise price</b>
February	200,000	\$6.00
June	690,000	\$4.85
August	275,000	\$5.00
November	115,000	\$4.90

For the years ended December 31, 2014 and 2013 the Company recognized \$538,954 and \$350,540 of non-cash stock-based compensation expense in general and administrative expense in the consolidated statements of operations and comprehensive income (loss). Included in stock based compensation for the year ended December 31, 2013 is \$295,000 of restricted stock granted to directors which immediately vested in December 2013.

As of December 31, 2014 and 2013, there was approximately \$4,599,185 and \$2,612,144 of total unrecognized compensation cost related to unvested share-based compensation grants, which is expected to be amortized over a weighted-average period of 4.51 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:

	Year Ended December 31,	
	2014	2013
Expected life (in years)	6.5	6.5
Risk-free interest rate	1.41 %	1.41 %
Volatility	37 %	32 %
Dividend yield	0 %	— %

A summary of the status of stock option awards and changes during the year ended December 31, 2014 are presented below:

	Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (Years)	Intrinsic Value
Outstanding at December 31, 2013	766,578	\$ 5.00		
2014 Grants	1,280,000	\$ 5.07		
Exercised	—	\$ —		
Cancelled, expired, or forfeited	(22,500)	\$ 4.90		
Outstanding at December 31, 2014	2,024,078	\$ 5.05	9.20	\$ —
Exercisable at December 31, 2014	322,878	\$ 5.08	9.20	\$ —

The weighted-average grant-date fair value of option awards granted during the years ended December 31, 2014 and 2013 was \$1.88 and \$1.74, respectively. The fair value of options vested at December 31, 2014 and 2013 was \$266,769 and \$0, respectively.

**Note 20 - 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 STKs 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.



	Years ended December 31,	
	2014	2013
<b>Revenues:</b>		
STKs	\$ 38,644,993	\$ 35,820,303
F&B	8,823,318	7,336,628
Other	1,854,597	747,982
	<u>\$ 49,322,908</u>	<u>\$ 43,904,913</u>
<b>Segment Profits:</b>		
STKs	\$ 5,433,261	\$ 4,742,590
F&B	8,823,318	7,336,628
Other	295,972	(272,169)
	<u>14,552,551</u>	<u>11,807,049</u>
Total segment profit	14,552,551	11,807,049
General and Administrative	8,687,490	10,777,805
Depreciation and amortization	1,438,728	1,456,736
Interest expense, net of interest income	75,771	768,152
Equity in income of investee companies	(1,149,060)	(948,852)
Other	(1,850,294)	14,974,800
	<u>7,349,916</u>	<u>(15,221,592)</u>
Income from continuing operations before provision for income taxes	\$ 7,349,916	\$ (15,221,592)
<b>Other non-current assets</b>		
STKs	\$ 17,456,993	11,893,554
F&B	229,771	\$ 145,364
Other	1,128,861	1,406,495
Total	<u>\$ 18,815,625</u>	<u>\$ 13,445,413</u>

**Note 21 - Geographic information:**

The following table contains certain financial information by geographic location for the years ended December 31, 2014 and 2013:

	Years ended December 31,	
	2014	2013
<b>United States:</b>		
Revenues – owned units	\$ 40,499,590	\$ 36,568,285
Management, incentive and royalty fee revenue	5,378,028	4,979,190
Assets	10,777,015	7,572,058
<b>United Kingdom:</b>		
Revenues – owned units	\$ —	\$ —
Management and development fee revenue	3,445,290	2,357,438
Assets	1,695,688	654,579

**Note 22 - Subsequent events:**

On March 13, 2015, the Company re-opened its STK Miami restaurant in the new 1 Hotel & Homes (formerly known as The Perry Hotel) building located in Miami Beach, Florida.

TERM LOAN AGREEMENT

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among

BANKUNITED, N.A.

and

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 DENVER, LLC, STK-LA, LLC, STK MIAMI, LLC, STK MIAMI SERVICE, LLC, STK MIDTOWN HOLDINGS, LLC, STK MIDTOWN, LLC, STK ORLANDO LLC, STK WESTWOOD, LLC, T.O.G. (ALDWYCH) LIMITED, T.O.G. (UK) LIMITED, TOG BISCAYNE, LLC, and WSATOG (MIAMI) LLC

Dated as of December 17, 2014

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## EXHIBITS

- A Form of Term Note
- B Form of Guarantee Agreement
- C Form of Security Agreement
- D-1 Form of Pledge Agreement – Subsidiary Borrowers
- D-2 Form of Pledge Agreement – The ONE Group
- E Form of Compliance Certificate

## SCHEDULES

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**TERM LOAN AGREEMENT**

**TERM LOAN AGREEMENT**, made as of December 17, 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,

**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 DENVER, LLC**, a Colorado 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,

**STK WESTWOOD, LLC**, a California 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 (hereinafter referred to individually as a "Borrower", and collectively, as the "Borrowers"), and

**BANK UNITED, N.A.**, a national banking association (hereinafter referred to as the "Bank").

**WITNESSETH:**

**WHEREAS**, the Borrowers (other than STK Denver) and the Bank are parties to a certain Credit Agreement, dated as of October 31, 2011 (as amended through the date hereof, the "Existing Credit Agreement"), pursuant to which the Bank made certain loans to such Borrowers (collectively, the "Existing Loans");

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**WHEREAS**, since October 31, 2014 (the Commitment Termination Date under the Existing Credit Agreement) the Borrowers have made certain payments of principal to the Bank in respect of the Existing Loans (the "Amortization Payments") and, as of the Effective Date after giving effect to the Amortization Payments, the aggregate outstanding principal amount of the Existing Loans is \$6,395,070.57;

**WHEREAS**, the Bank and the Borrowers have agreed to (i) terminate the Existing Credit Agreement, (ii) refinance the aggregate outstanding principal amount of the Existing Loans and (iii) refinance a portion of the Amortization Payments in the amount of \$1,079,929.50 and, in connection therewith, the Bank has agreed, subject to the terms and conditions hereinafter set forth, to make a single term loan to the Borrowers in the principal amount of SEVEN MILLION FOUR HUNDRED SEVENTY FIVE THOUSAND AND 07/100 DOLLARS (\$7,475,000.07);

**WHEREAS**, STK Denver is a newly formed entity and an affiliate of the other Borrowers and as such will derive benefits from the term loan and has agreed to become a Borrower hereunder, on the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Borrowers and the Bank hereby agree as follows:

**ARTICLE 1.  
DEFINITIONS**

Section 1.1. Defined Terms.

As used herein the following terms shall have the following meanings:

"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); 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.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls the management or policies of the Person specified or is controlled by or is under common control with the Person specified.

"Agreement" means this Term Loan Agreement as the same may be amended, restated, supplemented or modified from time to time.

"Amortization Payments" shall have the meaning ascribed to such term in the recitals hereof.

"Assignee" shall have the meaning ascribed to such term in Section 8.6(b) hereof.

"Business Day" means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are required or permitted by law to close.

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

"Capital Expenditures" means for any period, the aggregate amount of all payments made during such period by any Person directly or indirectly for the purpose of acquiring, constructing or maintaining fixed assets, real property or equipment that, in accordance with GAAP, would be added as a debit to the fixed asset account of such Person, including, without limitation, all amounts paid or payable during such period with respect to Capitalized Lease Obligations and interest that are required to be capitalized in accordance with GAAP.

"Capitalized Lease" means any lease the obligations to pay rent or other amounts under which constitute Capitalized Lease Obligations.

"Capitalized Lease Obligations" means as to any Person, the obligations of such Person to pay rent or other amounts under a lease of (or other agreement conveying the right to use) real and/or personal property which obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person under GAAP.

"Capital Stock" means, as to any Person, all shares, interest, partnership interests, limited liability company membership interests, participations, rights in or other equivalents (however designated) of such Person' s equity (however designated) and any rights, warrants or options exchangeable for or convertible into such shares, interests, participations, rights or other equity.

"Change in Control" means any time at which (i) 100% of the Capital Stock of each of the Subsidiary Borrowers is not owned (beneficially and of record) and controlled by The ONE Group or (ii) not less than 100% of the Capital Stock of The ONE Group is not owned (beneficially and of record) and controlled by The ONE Group Hospitality.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated, and rulings issued, thereunder.

"Collateral" means any and all "Collateral", as defined in the Security Documents.

"Compliance Certificate" means a certificate executed by the chief executive officer of each Borrower, substantially in the form of Exhibit E annexed hereto, to the effect that, to the best of chief executive officer's knowledge: (i) as of the effective date of the certificate, no Default or Event of Default under this Agreement exists or would exist after giving effect to the action intended to be taken by the Borrowers as described in such certificate, including, without limitation, that the covenants set forth in Section 5.6 hereof would not be breached after giving effect to such action, together with a calculation in reasonable detail, and in form reasonably satisfactory to the Bank, of such compliance, 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 certificate, 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 continue to be true as of such date.

"Contractual Obligation" means as to any Person, any provision of any security issued by such Person or of any agreement, instrument or undertaking to which such Person is a party or by which it or any of its property are bound.

"Debt Instrument" shall have the meaning ascribed to such term in clause (d)(i) of Article 7 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.

"Default" means any of the events specified in Article 7, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Dollars" and "\$" means dollars in lawful currency of the United States of America.

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

"Effective Date" shall have the meaning ascribed to such term in Section 4.1 hereof.

"ERISA" means the Employee Retirement Income Security Act of 1974, and all rules and regulations promulgated pursuant thereto, as the same may from time to time be supplemented or amended.

"ERISA Affiliate" means any corporation or trade or business which is a member of the same controlled group of corporations (within the meaning of 414(b) of the Code) as the Borrowers or is under common control (within the meaning of 414(c) of the Code) with the Borrowers.

"Event of Default" means any of the events specified in Article 7, provided that any requirement for the giving of notice, the lapse of time, or both, has been satisfied.

"Existing Credit Agreement" shall have the meaning ascribed to such term in the recitals hereof.

"Existing Loans" shall have the meaning ascribed to such term in the recitals hereof.

"Facility Fee" shall have the meaning ascribed to such term in Section 2.15 hereof.

"GAAP" means generally accepted accounting principles in the United States of America, consistently applied during the Credit Period.

"Government Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

"Government Consents" shall have the meaning ascribed to such term in Section 3.14(a).

"Guarantee Agreement" means the Guarantee, substantially in the form of Exhibit B annexed hereto, by the Guarantor in favor of the Bank, as amended, restated, supplemented or otherwise modified from time to time.

"Guarantor" means The ONE Group Hospitality.

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

"Indebtedness" of a Person means, without duplication, such Person's (i) all obligations of such Person for borrowed money or in connection with deposits or advances of any kind paid to, received by or otherwise for the account of, such Person, (ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (iii) all obligations of such Person upon which interest charges are customarily paid (other than as a penalty for non-payment), (iv) all obligations of such Person in respect of the deferred purchase price of property or services (excluding accounts payable incurred in the ordinary course of business that are not past due by more than 90 days from the due date thereof), (v) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (vi) all guarantees by such Person of Indebtedness of others, (vii) all Capital Lease Obligations of such Person and (ix) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty or in respect of bankers' acceptances.

"Indemnified Taxes" means, as to any Person, any Tax, except (i) a Tax imposed on or measured by the income or profits of such Person (and any minimum or franchise taxes imposed in lieu thereof) and (ii) any interest, fees or penalties for late payment thereof imposed on such Person.

"Information" shall have the meaning ascribed to such term in Section 8.12 hereof.

"Interest Expense" means for any period, all amounts accrued by the Borrowers, whether as interest, late charges, service fees or other charge for money borrowed on account of or in connection with the Borrowers' indebtedness for money borrowed (including all Subordinated Indebtedness) or with respect to which the Borrowers or any of their respective properties are liable by assumption, operation of law or otherwise, including, without limitation, the interest component of any leases which are required, in accordance with GAAP, to be carried as a liability on the Borrowers' balance sheet.

"Lien" means any security interest, mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction); provided that (i) the filing of financing statements for notification purposes only with respect to "true leases" and (ii) assignments, deposit arrangements and other arrangements not intended as security shall, in each case, not constitute a Lien for purposes of this definition.

"Loan" shall have the meaning ascribed to such term in Section 2.1 hereof.

"Loan Documents" means this Agreement, the Term Note, the Security Documents, the Guarantee Agreement, and all other agreements, instruments and documents executed in connection therewith, in each case as the same may at any time be amended, supplemented, restated or otherwise modified and in effect (including any addendum or other document executed or delivered pursuant to Section 5.7).

"Loan Parties" means the Borrowers and the Guarantor.

"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.

"Managing Person" means with respect to (i) each of the Subsidiary Borrowers, The ONE Group, and (ii) The ONE Group, the Guarantor.

"Managing Person" means with respect to (i) each of the Subsidiary Borrowers, The ONE Group, and (ii) The ONE Group, The ONE Group Hospitality.

"Material Adverse Effect" means with respect to any Person, a material adverse effect on: (i) the business, condition (financial or otherwise), assets, liabilities or operations of such Person, (ii) the ability of such Person to perform its obligations under the Loan Document to which it is a party, or (iii) the validity or enforceability of this Agreement or the other Loan Documents or the rights or remedies of the Bank hereunder or thereunder.

"Maturity Date" means December 1, 2019, or such earlier date on which all outstanding Loan shall become due and payable, whether by acceleration or otherwise.

"Multiemployer Plan" means a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA.

"NYUCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"Obligations" means (i) the due and punctual payment of (A) the 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 Loan, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, and (B) all other monetary obligations, including 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 the Loan Parties to the Bank under this Agreement and the other Loan Documents or otherwise, including with respect to any letters of credit issued by the Bank for the account of one or more of the Borrowers and (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to this Agreement and the other Loan Documents or otherwise, including with respect to any letters of credit issued by the Bank for the account of one or more of the Borrowers.

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

"Other Taxes" means any and all current or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made hereunder or from the execution, delivery, registration or enforcement of, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, the Loan Documents or otherwise with respect to, the Loan Documents.

"Participant" shall have the meaning ascribed to such term in Section 8.6(c) hereof.

"PBGC" shall have the meaning ascribed to such term in Section 6.8 hereof.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization or any other juridical entity, or a government or state or any agency or political subdivision thereof.

"Plan" means any plan of a type described in Section 4021 (a) of ERISA in respect of which any Borrower is an "employer" as defined in Section 3(5) of ERISA.

"Pledge Agreement(s)" means individually the Pledge Agreement – Subsidiary Borrowers or the Pledge Agreement - The ONE Group, and together, both of them.

"Pledge Agreement – Subsidiary Borrowers" means the Pledge Agreement, substantially in the form of Exhibit D-1 annexed hereto, by The ONE Group in favor of the Bank, as amended, restated, supplemented or otherwise modified from time to time.

"Pledge Agreement – The ONE Group" means the Pledge Agreement, substantially in the form of Exhibit D-2 annexed hereto, by the Guarantor in favor of the Bank, as amended, restated, supplemented or otherwise modified from time to time.

"Required Payment" shall have the meaning ascribed thereto in Section 2.11(a).

"Requirement of Law" means as to any Person, any law, treaty, rule or regulation, or a final, non-appealable determination of an arbitrator or a court or other Governmental Authority, in each case, applicable to or binding upon such Person or any of its property to which such Person or any of its property is subject.

"Security Agreement" means the Fourth Amended and Restated Security Agreement, substantially in the form of Exhibit C annexed hereto, by the Borrowers in favor of the Bank, as amended, restated, supplemented or otherwise modified from time to time.

"Security Documents" means the Security Agreement, the Pledge Agreements and each other security agreement, instrument or other document executed or delivered to the Bank by one or more of the Borrowers, including pursuant to Section 4.1, 5.7 or 5.8 to secure any of the Obligations.

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

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

"STK Denver" means STK Denver, LLC, a Colorado 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.

"STK Westwood" means STK Westwood, LLC, a California limited liability company. "Reportable Event" means any of the events set forth in Section 4043(b) of ERISA or the regulations thereunder.

"Subordinated Indebtedness" means any Indebtedness of the Borrowers, or any of them, the payment of which is expressly subordinated to the payment of the Obligations.

"Subsidiary" means, as to any Person, any corporation, association, partnership, limited liability company, joint venture or other business entity of which such Person or any Subsidiary of such Person, directly or indirectly, either (i) in respect of a corporation, owns or controls more than 50% of the outstanding Capital Stock having ordinary voting power to elect a majority of the board of directors (or other managing person), irrespective of whether a class or classes shall or might have voting power by reason of the happening of any contingency, or (ii) in respect of an association, partnership, limited liability company, joint venture or other business entity, is entitled to share in more than 50% of the profits and losses, however determined.

"Subsidiary Borrowers" means, collectively, One 29 Park Management, STK-Las Vegas, STK Atlanta, STK Denver, 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), WSATOG (Miami) and STK Westwood.

"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, 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 and any amounts due to such Person from any officers, members, partners, managers or shareholders of such Person.

"Taxes" means any and all current or future taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any Governmental Authority.

"Term Note" shall have the meaning ascribed to such term in Section 2.2(a) hereof.

"Termination Event" means (i) a Reportable Event described in Section 4043 of ERISA (other than a Reportable Event not subject to the provision for 30-day notice to the Pension Benefit Guaranty Corporation under the regulations promulgated under such Section) with respect to any Plan, (ii) the withdrawal of any Borrower or any of its ERISA Affiliates from a Plan during a plan year in which it was a "substantial employer" as defined in Section 4001(a)(2) of ERISA, (iii) the cessation of operations of any facility of any Borrower or any of its ERISA Affiliates if, pursuant to Section 4062(e) of ERISA, such cessation causes such Borrower or such ERISA Affiliate to be treated as a "substantial employer," (iv) the filing of a notice of intent to terminate a Plan or the treatment of a Plan amendment as a termination under Section 4041 of ERISA, (v) the institution of proceedings by the Pension Benefit Guaranty Corporation to terminate a Plan, or (vi) any other event or condition which might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan.



"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 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).

"USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended.

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

Section 1.2. Principles of Construction.

(a) Any accounting terms used in this Agreement that are not specifically defined herein shall have the meanings customarily given to them in accordance with GAAP as in effect on the date of this Agreement, except that references in Article 5 to such principles shall be deemed to refer to such principles as in effect on the date of the financial statements delivered pursuant thereto.

(b) The words "hereof", "herein", "hereto" and "hereunder" and similar words when used in a Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof, and Article, Section, schedule and exhibit references contained therein shall refer to Articles thereof, Sections thereof or schedules or exhibits thereto unless otherwise expressly provided therein.

(c) Unless the context otherwise requires, words in the singular number include the plural, and words in the plural include the singular.

**ARTICLE 2.  
AMOUNT AND TERMS OF CREDIT**

Section 2.1. Loan.

On the Effective Date the Bank shall, subject to the terms and conditions of this Agreement, make a single term loan to the Borrowers in the principal amount of \$7,475,000.07 (the "Loan"). The parties hereto acknowledge that on the Effective Date, the Existing Credit Agreement is being terminated and the aggregate principal amount of the Existing Loans outstanding in the amount of \$6,395,070.57 is being converted into the Loan. Any repayment of the Loan may not be reborrowed hereunder.

Section 2.2. Term Note.

(a) The Loan shall be evidenced by a joint and several promissory note of the Borrowers in substantially the form of Exhibit A annexed to this Agreement (the "Term Note"). The Term Note shall be dated the date of the Loan, shall be payable to the Bank in the principal amount thereof, and shall otherwise be duly completed. The Term Note shall be subject to repayment as provided in Sections 2.5 and 2.6 hereof.

(b) The Bank is hereby authorized to record on the schedule (and any continuations thereof) annexed to and constituting a part of the Term Note the date and amount of each payment and prepayment of principal of the Loan. No failure so to record or any error in so recording shall affect the obligation of the Borrowers to repay the Loan, with interest thereon, as herein provided.

Section 2.3. Borrowing.

Upon fulfillment of the applicable conditions set forth in this Agreement, the Existing Loans shall, as of the Effective Date, be converted into the Loan hereunder.

Section 2.4. Intentionally Omitted.

Section 2.5. Repayments of the Loan.

The Borrowers hereby unconditionally, jointly and severally, promise to pay to the Bank the then unpaid principal amount of the Loan in sixty (60) consecutive monthly installments commencing on January 1, 2015, and continuing on the first day of each consecutive calendar month thereafter with a final payment on the Maturity Date, each such installment to be in the principal amount of \$124,583.34; provided, however, that the final principal installment shall be in an amount equal to the aggregate principal amount of the Loan outstanding on the Maturity Date.

Section 2.6. Prepayments of the Loan.

(a) The Borrowers may, at their option, prepay the Loan without premium or penalty (but subject to Section 2.12), in full at any time or in part from time to time by notifying the Bank in writing at least one Business Day prior to the proposed prepayment date, specifying the amount of the prepayment and the date of prepayment. Each such notice shall be irrevocable and the amount specified in each such notice shall be due and payable on the date specified, together with accrued interest to the date of such payment on the amount prepaid. Each partial prepayment of the Loan pursuant to this subsection shall be in an aggregate principal amount of \$250,000 or

such amount plus a whole multiple of \$50,000 in excess thereof, or, if less, the outstanding principal balance of the Loan. Prepayments of the Loan may not be reborrowed.

(b) Simultaneously with each prepayment of the Loan, the Borrowers shall prepay in cash all accrued interest on the amount prepaid through the date of prepayment.

Section 2.7. Interest Rate and Payment Dates.

(a) Except as otherwise provided in Section 2.7(b), prior to maturity, the outstanding principal balance of the Loan shall bear interest at a rate per annum equal to 5.00%.

(b) Notwithstanding the foregoing, after the occurrence and during the continuance of an Event of Default, so long as such Event of Default is continuing, all principal of the Loan and each fee and other amount then due and payable by the Borrower hereunder (whether at the stated maturity thereof, by acceleration or otherwise) shall bear interest at a rate per annum equal to 5.00% above the otherwise applicable rate, from the date of such Event of Default until such Event of Default is cured or waived in writing by the Bank. In addition, if any payment of interest or principal hereunder is not paid or funds are not available to be automatically debited on the date on which it is due, the Borrowers shall pay to the Bank, upon demand, an amount equal to 5.00% of such unpaid payment.

(c) All interest hereunder shall be computed on the basis of a year of 360 days, and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day).

(d) Except as provided in the next sentence, interest on the Loan shall be paid monthly in arrears on the first day of each month, commencing on the first such day after the Loan, and at maturity for the Loan. Interest that is payable at the post-default rate as provided in provided in Section 2.7(b) shall be payable from time to time on demand of the Bank.

(e) No interest payable hereunder, whether by reason of maturity, the acceleration thereof, or otherwise, shall be in excess of the maximum rate permitted by any applicable law. As used herein, the term "applicable law" means the law in effect as of the Effective Date; provided that in the event there is a change in the law which results in a higher permissible rate of interest, then this Agreement shall be governed by such new law as of its effective date. In this regard, it is expressly agreed that it is the intent of the Borrowers and the Bank in the execution, delivery and acceptance of this Agreement to contract in strict compliance with the laws of the State of New York from time to time in effect. If, under or from any circumstances whatsoever, fulfillment of any provision hereof or of any of the Loan Documents at the time of performance of such provision shall be due, shall involve transcending the limit of such validity prescribed by applicable law, then the obligation to be fulfilled shall automatically be reduced to the limits of such validity, and if under or from circumstances whatsoever the Bank should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced by the Term Note and not to the payment of interest.

Section 2.8. Payments Generally.

(a) All payments (including prepayments) on account of principal, interest, fees and any other amounts payable by the Borrowers to the Bank hereunder shall be made without setoff or counterclaim and shall be made to the Bank on the date of payment at PO Box 026030, Miami, Florida 33102 or before 11:00 a.m. New York time, in each case in lawful money of the United States of America and in immediately available funds (which payments may be made by the Borrowers' use of electronic transfers); without limiting the foregoing, the Borrowers hereby authorize the Bank to charge any account of the Borrowers for each such payment on the due date therefor. If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Notwithstanding the foregoing, if any payment of principal or interest becomes due on a day on which the banks in New York, New York are required or permitted by law to remain closed, such payment may be made on the next succeeding day on which such banks are open, and such extensions shall be included in computing interest in connection with such payment.

(b) All payments shall be applied first to the payment of all fees, expenses and other amounts due to the Bank (excluding principal and interest), then to accrued interest, and the balance on account of outstanding principal; provided, however, after an Event of Default, payments will be applied to the obligations of the Borrowers to the Bank as the Bank determines in its sole discretion.

(c) The Borrowers hereby authorize the Bank to debit demand deposit account number 200027292 or any other account of a Borrower with the Bank designated in writing by a Borrower, for any payments due under this Agreement and the Note. The Borrowers further certify that they shall maintain balances sufficient to pay each monthly payment due to the Bank under this Agreement and the Note. In the event that the amount maintained in such account is insufficient for any payment due under this Agreement and the Note, the Bank may charge any account of a Borrower maintained at the Bank for any payment due to the Bank under this Agreement and the Note.

Section 2.9. Use of Proceeds.

The Borrowers agree that the proceeds of the Loan are being used to refinance the Existing Loans and a portion of the Amortization Payments. Notwithstanding anything to the contrary contained in the Loan Documents, the Borrowers agree that no part of the proceeds of the Loan 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.

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 the Loan made or letter of credit issued by the Bank as a consequence, directly or indirectly, of its obligations to make and maintain the Loan 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.

#### Section 2.11. Taxes; Net Payments.

(a) All payments by or on account of the Borrowers under the Loan Document to the Bank shall be made free and clear of, and without any deduction or withholding for or on account of, any and all present or future Indemnified Taxes or Other Taxes, provided that if any Borrower or any other Person is required by any law, rule, regulation, order, directive, treaty or guideline to make any deduction or withholding in respect of such Indemnified Tax or Other Tax from any amount required to be paid by the Borrowers to the Bank under the Loan Document (each, a "Required Payment"), then (i) the Borrowers shall notify the Bank of any such requirement or any change in any such requirement as soon as the Borrowers become aware thereof, (ii) the Borrowers shall pay such Indemnified Tax or Other Tax prior to the date on which penalties attach thereto, such payment to be made (to the extent that the liability to pay is imposed on any Borrower) for its own account or (to the extent that the liability to pay is imposed on the Bank) on behalf and in the name of the Bank, (iii) the Borrowers shall pay to the Bank an additional amount such that the Bank shall receive on the due date therefor an amount equal to the Required Payment had no such deduction

or withholding been made or required, and (iv) the Borrowers shall, within 30 days after paying such Indemnified Tax or Other Tax, deliver to the Bank satisfactory evidence of such payment to the relevant Governmental Authority.

(b) The Borrowers shall reimburse the Bank, within 10 days after written demand therefor, for the full amount of all Indemnified Taxes or Other Taxes paid by the Bank on or with respect to any payment by or on account of any obligation of any Borrower under the Loan Documents (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) and any penalties, interest and reasonable expenses arising therefrom or with respect thereto (other than any such penalties, interest or expenses that are incurred by the Bank's unreasonably taking or omitting to take action with respect to such Indemnified Taxes or Other Taxes), whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrowers by the Bank shall be conclusive absent manifest error. In the event that the Bank determines that it received a refund or credit for Indemnified Taxes or Other Taxes paid by the Borrowers under this Section, the Bank shall promptly notify the Borrowers of such fact and shall remit to the Borrower the amount of such refund or credit.

Section 2.12. Indemnity; Yield Protection.

Subject to the last sentence of this Section 2.12, upon any prepayment of the Loan, by acceleration or otherwise, the Borrowers shall jointly and severally indemnify the Bank and hold it harmless against any losses, costs and expenses incurred or suffered by the Bank as a result of such prepayment. Such loss, cost or expense to the Bank shall be calculated by the Bank (using any reasonable method chosen by the Bank which is customarily used by the Bank for such purpose) equal to any actual loss (and not any loss of profit) or out-of-pocket expense suffered by the Bank (but without duplication of any amounts payable as default interest), including any loss, cost or expense suffered by the Bank in liquidating or employing deposits acquired to fund or maintain the funding of the Loan, or redeploying funds prepaid or repaid, in amounts which correspond to the Loan, and any reasonable internal processing charge customarily charged by the Bank in connection therewith. A certificate of the Bank setting forth any amount(s) that the Bank is entitled to receive pursuant to this Section shall be delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay to the Bank the amount shown as due on any such certificate within fifteen (15) days after receipt thereof.

Section 2.13. Increased Costs.

If the Bank determines that the effect of any Regulatory Change is to increase the cost to the Bank of continuing the Loan hereunder or to reduce the amount of any payment of principal or interest receivable by the Bank thereon, then the Borrowers shall pay to the Bank on demand such additional amounts as the Bank may determine to be required to compensate the Bank for such additional costs or reduction. The Bank shall take all reasonable steps, including, but not limited to, designating a different lending office, to avoid the need for or reduce the amount of any such additional payment. Any additional payment under this Section shall be computed from the effective date at which such additional costs have to be borne by the Bank. A certificate as to any additional amounts payable pursuant to this Section 2.13 setting forth the basis, calculation and method of

determining such amounts shall be conclusive, absent manifest error, as to the determination by the Bank set forth therein if made reasonably and in good faith. The Borrowers shall pay any amounts so certified to it by the Bank within ten (10) Business Days of receipt of any such certificate. The Bank shall determine such compensation on the same basis used by the Bank for similar credit facilities with a similar borrower.

Section 2.14. Bank's Records.

The Bank's records with respect to the Loan, the interest rates applicable thereto, each payment and prepayment by the Borrowers of principal and interest on the Loan and fees, expenses and any other amounts due and payable in connection with this Agreement shall be presumed correct absent manifest error.

Section 2.15. Fees.

Simultaneously with the execution and delivery of this Agreement, the Borrowers shall pay to Bank, a non-refundable facility fee (the "Facility Fee") in an amount equal to \$10,000.

**ARTICLE 3.**  
**REPRESENTATIONS AND WARRANTIES**

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

Section 3.1. Existence; Compliance with Law.

Each Borrower (a) is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, (b) has the power and authority and the legal right to own and operate its property and to conduct the business in which it is currently engaged, and (c) is in compliance in all material respects with the Requirements of Law.

Section 3.2. Subsidiaries; Capitalization.

As of the Effective Date, Schedule 3.2 sets forth the name, jurisdiction of organization or formation and type of organization of each Borrower and the issued and outstanding Capital Stock of each Borrower. As of the Effective Date, except as set forth on Schedule 3.2, no Borrower has any Subsidiaries. As of the Effective Date, except as set forth on Schedule 3.2, (a) no Borrower has issued any securities convertible into, or options or warrants for, any common or preferred equity securities thereof, and (b) there are no agreements, voting trusts or understandings binding upon any Borrower with respect to the voting securities of such Borrower or affecting in any manner the sale, pledge, assignment or other disposition thereof, including any right of first refusal, option, redemption, call or other right with respect thereto, whether similar or dissimilar to any of the foregoing.

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.

#### Section 3.4. Power Authorization; Enforceable Obligations.

Each Borrower has all requisite power and authority to make, deliver and perform this Agreement and the other Loan Documents, and to borrow hereunder and has taken all necessary action to authorize the borrowings on the terms and conditions of this Agreement and the other Loan Documents and to authorize the execution, delivery and performance of this Agreement and the other Loan Documents. As of the Effective Date, no consent or authorization of, filing with, or other act by or in respect of any other Person or any Governmental Authority, is required in connection with the borrowings hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or the other Loan Documents which has not been obtained (except for the filing of any financing statements pursuant to the Security Documents). The execution, delivery and performance by each Borrower of this Agreement and the other Loan Documents to which it is a party do not on the Effective Date and will not at the time of any borrowing hereunder (a) violate, in any material respect, any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to such Borrower or of the certificate of formation or operating agreement of such Borrower, or (b) violate, in any material respect, or constitute a default or event of default under any indenture or loan or credit agreement or any other agreement or instrument to which such Borrower is a party or by which it or its properties may be bound or affected. This Agreement and the other Loan Documents have been duly executed and delivered on behalf of each Borrower and this Agreement and the other Loan Documents each constitute, a legal, valid and binding obligation of each Borrower enforceable against such Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

#### Section 3.5. No Legal Bar.

The execution, delivery and performance of this Agreement and the Term Note, and the borrowing hereunder and the Borrowers' use of the proceeds thereof, will not violate in any material respect any Requirement of Law or any Contractual Obligation of any Borrower, and, to the best of each Borrower's knowledge, will not result in, or require, the creation or imposition of any Lien on any of its properties or revenues pursuant to any Requirement of Law or Contractual Obligation (except for Liens in favor of the Bank pursuant to the Security Documents). The execution, delivery



and performance of the Guarantee Agreement will not violate in any material respect any Requirement of Law or any Contractual Obligation of the Guarantor, and, to the best of each Borrower's knowledge, will not result in, or require, the creation or imposition of any Lien on any of properties or revenues of the Guarantor pursuant to any Requirement of Law or Contractual Obligation.

Section 3.6. No Material Litigation.

No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending by or against any Borrower or the Guarantor or against any of their respective properties which if adversely determined, would have a Material Adverse Effect.

Section 3.7. No Default.

No Borrower is in default under or with respect to any Contractual Obligation in any respect which could have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

Section 3.8. No Burdensome Restrictions.

As of the Effective Date, no Contractual Obligation of any Borrower and no Requirement of Law has a Material Adverse Effect on the ability of any Borrower or the Guarantor to perform its respective obligations under the Loan Documents to which it is a party.

Section 3.9. Taxes.

Each Borrower has filed or caused to be filed all tax returns which are required to be filed, and has paid all taxes shown to be due and payable on such tax returns or on any assessments made against it or any of its property.

Section 3.10. Federal Regulations.

No Borrower is engaged nor will it engage, principally or as one of its important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time hereafter in effect. No part of the proceeds of the Loan hereunder will be used by the Borrowers for "purchasing" or "carrying" "margin stock" as so defined or for any purpose which violates, or which would be inconsistent with, the provisions of the Regulations of such Board of Governors.

Section 3.11. No Misstatement.

No information, exhibit or report prepared by any Borrower and furnished by any Borrower in writing to the Bank in connection with this Agreement contains any material misstatement of fact or omits to state a material fact necessary to make the statements contained therein not misleading, provided that any projections or pro-forma financial information contained therein are

good faith estimates based upon assumptions believed by the Borrowers to be reasonable at the time such estimates are made.

Section 3.12. ERISA.

No Borrower or any of its ERISA Affiliates is a party to a Multiemployer Plan. Each Borrower and its ERISA Affiliates have fulfilled all obligations under the minimum funding standards of ERISA and the Code with respect to each Plan established or maintained by such Borrower or its ERISA Affiliates and with respect to each such Plan are not subject to any material liability to the PBGC under Title IV of ERISA. With respect to each Employee Benefit Plan, each Borrower is in compliance in all material respects with the currently applicable provisions of ERISA and the Code.

Section 3.13. Properties.

Each Borrower has good title to, or valid leasehold interests in, all real and personal property (tangible or intangible) material to its business, except for defects in title that do not materially interfere with its ability to conduct its business as currently conducted or to utilize such properties for their intended purposes.

Section 3.14. Government Consents.

(a) As of the Effective Date, each Borrower has all permits, licenses, authorizations, approvals and consents of Government Authorities, federal, state and local (hereinafter referred to collectively as the "Government Consents") necessary for: (i) the activities and business of such Borrower, as the case may be, as currently conducted and as proposed to be conducted, (ii) the ownership, use, operation and maintenance of its properties and assets, and (iii) the financing hereunder, and such Government Consents are the only Government Consents required for the foregoing purposes (except for such Government Consents the absence of which, individually or in the aggregate, (x) will not interfere with its ability to conduct its business as currently conducted or to utilize its properties for their intended purposes and (y) could not reasonably be expected to result in a Material Adverse Effect).

(b) No condition exists or event has occurred that, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture, non-renewal of any Government Consent applicable to any Borrower, and there is no claim that any such Government Consent, participation or contract is not in full force and effect.

Section 3.15. Security Interest.

The Security Documents are effective to create in favor of the Bank a legal, valid and enforceable security interest in the Collateral and, when (i) the pledged property constituting Collateral is delivered to the Bank, (ii) financing statements in appropriate form are filed in the offices of the secretary of state of the jurisdiction of organization or formation of each Borrower or such other office specified by the Uniform Commercial Code and (iii) all other applicable filings and other actions under the Uniform Commercial Code or otherwise that are required or permitted

under the Loan Documents are made, the Security Agreement shall constitute a fully perfected Lien on, and security interest in, all right, title and interest of the grantors thereunder in the Collateral (other than Collateral for which perfection of a security interest is not governed by the Uniform Commercial Code), in each case prior and superior in right to any other Person, other than with respect to Liens expressly permitted by Section 6.1.

Section 3.16. No Misrepresentation.

No representation or warranty contained in the Loan Document and no certificate or report from time to time furnished by any Borrower in connection with the transactions contemplated thereby, contains or will contain a misstatement of material fact, or, to the best knowledge of each Borrower, omits or will omit to state a material fact required to be stated in order to make the statements therein contained not misleading in the light of the circumstances under which made, provided that any projections or pro-forma financial information contained therein are good faith estimates based upon assumptions believed by the Borrowers to be reasonable at the time such estimates are made.

Section 3.17. No Immunity.

No UK Borrower nor any of its property has any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) under the laws of England The waiver of immunity, the submission to the jurisdiction of New York State and Federal courts sitting in New York City and the appointment of the Process Agent (as defined below) contained herein are irrevocably binding on each UK Borrower.

Section 3.18. Taxes.

There is no tax, levy, impost, deduction, charge or withholding imposed on any UK Borrower by England or any political subdivision or taxing authority thereof or therein either (i) on or by virtue of the execution or delivery of any Loan Document to which it is or will be a party or any other document to be furnished thereunder or (ii) on any payment to be made by it pursuant to any Loan Document to which it is or will be a party.

Section 3.19. Certain Other Representations and Warranties.

(a) None of the Borrowers or any of their respective Subsidiaries or any of their respective property has any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) under the laws of the jurisdiction of its organization or formation (collectively, the "State"); (b) the waiver of immunity and the submission to the jurisdiction of New York State and Federal courts sitting in New York City contained herein and in the other Loan Documents are irrevocably binding on the Borrowers and their respective Subsidiaries; (c) there is no tax, levy, impost, deduction, charge or withholding imposed by the State or any political subdivision or taxing authority thereof or therein either (i) on or by virtue of the execution or delivery of this Agreement or any other document to be furnished hereunder or (ii) on any payment to be

made by the Borrowers or any of their respective Subsidiaries pursuant to this Agreement or any of the other Loan Documents; (d) to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement or any other Loan Document in the State, it is not necessary that this Agreement or any other document be filed or recorded with any court or other authority in the State or that any stamp or similar tax be paid on or in respect hereof or thereof; (e) this Agreement and each other Loan Document to which the Borrowers or any of their respective Subsidiaries is a party is in proper legal form under the law of the State for the enforcement hereof or thereof against the Borrowers or any such Subsidiary under such law; and (f) in any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court in the State, such court would recognize and give effect to the provisions hereof or thereof wherein the parties hereto or thereto agree that this Agreement or such other Loan Document shall be governed by, and construed in accordance with, the laws of the State of New York, United States.

#### **ARTICLE 4. CONDITIONS PRECEDENT**

##### Section 4.1. Conditions to Effectiveness.

This Agreement shall become effective on the date (the "Effective Date ") on which all of the following conditions have been satisfied (or waived in accordance with Section 8.2):

(a) This Agreement.

The Bank shall have received this Agreement executed by a duly authorized officer of each Borrower.

(b) Term Note.

The Bank shall have received the Term Note executed by a duly authorized officer of each Borrower.

(c) Security Agreement.

The Bank shall have received the Security Agreement executed by a duly authorized officer of each Borrower, 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 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.

(d) Pledge Agreement – Subsidiary Borrowers.

The Bank shall have received the Pledge Agreement – Subsidiary Borrowers executed by The ONE Group, together with the following:

(i) instruments constituting Collateral, if any, duly indorsed in blank by a duly authorized officer of The ONE Group;

(ii) 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 Pledge Agreement – Subsidiary Borrowers; and

(iii) such other documents as the Bank may reasonably require in connection with the perfection of its security interests in the Collateral covered by the Pledge Agreement – Subsidiary Borrowers.

(e) Pledge Agreement – The ONE Group.

The Bank shall have received the Pledge Agreement – The ONE Group executed by the Guarantor, together with the following:

(i) instruments constituting Collateral, if any, duly indorsed in blank by the Guarantor;

(ii) 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 Pledge Agreement – The ONE Group; and

(iii) such other documents as the Bank may reasonably require in connection with the perfection of its security interests in the Collateral covered by the Pledge Agreement – The ONE Group.

(f) Guarantee Agreement.

The Bank shall have received the Guarantee Agreement duly executed by the Guarantor.

(g) Authority.

The Bank shall have received a certificate, dated the Effective Date, of the chief executive officer or other analogous counterpart of each Borrower:

(i) attaching a true and complete copy of the resolutions of its Managing Person and of all documents evidencing all necessary 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, certificate of incorporation or by-laws or other organizational documents,

(iii) attaching a certificate of good standing of the secretary of state or other appropriate authority of its jurisdiction of organization or formation, issued not more than 30 days prior to the 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).

(h) Insurance.

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) has been obtained and is in effect.

(i) Legal Opinion.

Counsel to the Borrowers and the Guarantors shall have delivered its opinion to, and in form and substance reasonably satisfactory to, the Bank.

(j) Consents.

All consents and authorizations of, filing with, and other acts by or in respect of any other Person and all Governmental Authorities, required in connection with the borrowings hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement or the other Loan Documents shall have been obtained and copies thereof shall have been delivered to the Bank.

(k) Fees.

The Bank shall have received an amount equal to the Facility Fee and all other fees and other amounts due and payable on or prior to the date of this Agreement, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrowers hereunder.

(l) Lien and Judgment Searches.

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 Effective Date in such official's office covering any Collateral or showing any Borrower or the Guarantor as debtor thereunder (other than Liens permitted to exist pursuant to Section 6.1 hereof).

(m) Compliance Certificate.

The Bank shall have received a certificate of the President or Chief Executive Officer of each Borrower, dated and effective the Effective Date, certifying that (i) no Default or Event of Default under this Agreement exists and (ii) the representations and warranties contained in Article 3 hereof are true.

(n) USA Patriot Act.

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.

(o) Additional Matters.

All other documents and legal matters in connection with the transactions contemplated by this Agreement shall be satisfactory in form and substance to the Bank.

(p) Other Information.

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

**ARTICLE 5.**  
**AFFIRMATIVE COVENANTS**

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

Section 5.1. Financial Information; Compliance Certificates and Reporting Generally.

(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.

(c) [Intentionally Omitted]

(d) [Intentionally Omitted]



(e) Promptly upon becoming available, deliver to the Bank copies of all regular, periodic or special reports, schedules and other material which any Borrower may now or hereafter be required to file with or deliver to any Governmental Authority and material news releases and annual reports relating to any Borrower.

(f) Promptly following a written request therefor, deliver to the Bank all documentation and other information that the Bank reasonably requests as necessary in order for it to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA Patriot Act.

(g) Deliver to the Bank prompt written notice of: (i) any citation, summons, subpoena, order to show cause or other document naming any Borrower a party to any proceeding before any Governmental Authority that could reasonably be expected to have a Material Adverse Effect or that expressly calls into question the validity or enforceability of any of the Loan Documents, (ii) any lapse or other termination of any material contract, license, permit, franchise or other authorization, or (iii) any refusal by any Person or Governmental Authority to renew or extend any such material contract, license, permit, franchise or other authorization, which lapse, termination, refusal or dispute could reasonably be expected to have a Material Adverse Effect.

(h) At the Bank's request, deliver to the Bank such other information respecting the business, operations or financial condition of the Borrowers as the Bank may from time to time reasonably request.

Section 5.2. Existence, Taxes, Maintenance of  
Properties, Compliance with Law and Insurance.

Each Borrower shall:

(a) Existence.

Do or cause to be done all things necessary to preserve and keep its legal existence and all rights and licenses required in the ordinary course of its business in full force and effect.

(b) Payment of Obligations.

Pay its obligations before the same shall become delinquent or in default, in each case, beyond any applicable grace, notice or cure period, except where (i) the validity or amount thereof is being contested diligently and in good faith by appropriate proceedings, (ii) it has set aside on its books adequate reserves with respect thereto in accordance with GAAP and no notice of Lien has been filed or recorded and (iii) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

(c) Taxes.

Promptly pay and discharge, or cause to be paid and discharged, as the same become due and payable, all taxes, assessments and governmental charges levied or imposed upon it or any Guarantor, as well as all judgments and all mechanics', workmen's, vendors', materialmen's and

other similar claims which, if unpaid, might become a Lien upon its property or any part thereof. Notwithstanding the preceding sentence, none of the Borrowers shall be required to pay any taxes, assessments or governmental charges or to remove any Lien related thereto if such Borrower, or if the Guarantor, as applicable, is diligently contesting such tax, assessment or charge and appropriate reserves have been made therefor.

(d) Preservation of Properties.

Maintain and keep its properties in good condition, and from time to time make all repairs, renewals and replacements, to the extent reasonably necessary for the conduct of its business.

(e) Compliance with Law.

Comply with all material applicable laws, regulations, orders, writs, decrees, judgments and injunctions of any country or any state, territory or political subdivision thereof and of any court or governmental agency or other instrumentality. Notwithstanding the preceding sentence, none of the Borrowers shall be required to comply with any appealable order, decree, writs, judgments or injunctions for which such Borrower is diligently pursuing such appeal and appropriate reserves and/or bonds have been established or obtained by such Borrower.

(f) Insurance.

(i) Maintain adequate insurance with sound and reputable insurers covering all such properties and risks as are customarily insured by, and in amounts not less than those customarily carried by, Persons engaged in similar businesses and similarly situated, the general liability insurance included in which shall name the Bank as an additional insured and the casualty insurance included in which shall name the Bank as loss payee up to the amount outstanding on the Loan; (ii) file with the Bank upon its written request a detailed list of the insurance then in effect, stating the names of the insurance companies, the amounts and rates of the insurance, the dates of the expiration thereof and the properties and risks covered thereby; and (iii) within thirty (30) days after notice in writing from the Bank, obtain such additional insurance as the Bank may reasonably request.

Section 5.3. Keeping Records and Books of Account.

Keep adequate records and books of account, in which complete entries shall be made in accordance with GAAP, reflecting all of its financial transactions.

Section 5.4. Visitation Rights.

At any reasonable time during regular business hours and upon reasonable written notice and from time to time, permit the Bank and any authorized agents or representatives thereof, to visit the properties of the Borrowers and to discuss the affairs, finances and accounts of the Borrowers with any of its officers; provided that prior to the occurrence of a Default or an Event of Default, such rights shall be exercised on not less than 24 hours' notice to the Borrowers and shall be exercised in the presence of an officer of the Borrowers, if available.

Section 5.5. Compliance with Employee Plan and ERISA.

With respect to each Plan, (i) duly comply at all times, in all material respects, with the terms of such Plan and the provisions of ERISA and other applicable laws with respect thereto and (ii) duly comply, in all material respects, with all requests or demands for compliance with such Plan or the provisions of ERISA subject to the Borrowers' right to contest such compliance in good faith and by appropriate and diligent proceedings so long as appropriate reserves and/or bonds have been established or obtained by the Borrowers.

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 \$15,000,000 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.

Section 5.7. Additional Borrowers.

If The ONE Group shall acquire, after the Effective Date, all of the Capital Stock of any entity, including any corporation, partnership, limited liability company, or any other similar entity, pursuant to merger, acquisition, or by other means, such entity (to the extent it is an entity separate from The ONE Group) shall, immediately subsequent to the closing date of such acquisition, automatically be deemed a Borrower and a Subsidiary Borrower hereunder, and shall, on the closing date thereof and as a condition thereto, execute and deliver to the Bank (i) an addendum to this Agreement, in form and substance satisfactory to the Bank, pursuant to which such entity shall make, and shall be deemed to have made, all of the covenants and agreements of a Borrower set forth in this Agreement and the other Loan Documents, and (ii) an addendum to the Security Agreement, in form and substance satisfactory to the Bank, and such other documents, agreements and instruments, and will take or cause to be taken such further actions, which may be required by law or which the Bank may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and the other Loan Documents and to ensure perfection and priority of the Liens created or intended to be created by the Security Documents, all at the expense of the Borrowers.

Section 5.8. Further Assurances.

The Borrowers will execute any and all further documents, financing statements, agreements and instruments, and take all such further actions, that may be required under any applicable law, or which the Bank may reasonably request, to effectuate the transactions contemplated by the Loan Documents or to grant, preserve, protect or perfect the Liens created or intended to be created by the Security Documents or the validity or priority of any such Lien, all at the reasonable expense of the Borrower. The Borrowers shall provide to the Bank, from time to time upon reasonable

request, evidence reasonably satisfactory to the Bank as to the perfection and priority of the Liens created or intended to be created by the Security Documents.

Section 5.9. Principal Depository Bank.

The Borrowers will retain the Bank as its principal depository bank, including for the maintenance of operating, administrative, cash management, collection activity and other deposit accounts for the conduct of its business.

**ARTICLE 6.**  
**NEGATIVE COVENANTS**

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

Section 6.1. Liens, Etc.

Create, incur, assume or suffer to exist any Liens upon or with respect to any of its properties now owned or hereafter acquired, or assign or otherwise convey any right to receive income (other than an assignment for purposes of collection), except that the foregoing restrictions shall not apply to the following Liens:

(a) for taxes, assessments, or governmental charges or levies on property of any Borrower if the same shall not at the time be delinquent or thereafter can be paid without penalty, or are being contested in good faith and by appropriate proceedings;

(b) imposed by law, such as carriers', warehousemen's and mechanics liens and other similar liens arising in the ordinary course of business;

(c) arising out of pledges or deposits under workers' compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits, or similar legislation;

(d) consisting of purchase money Liens on equipment acquired or held by any Borrower incurred in the ordinary course of business to secure the purchase price of such equipment or in connection with the Indebtedness incurred solely for the purpose of financing the acquisition of such equipment; provided that (i) no such Lien shall extend to or cover any other property and (ii) the principal amount of the Indebtedness secured by any such Lien shall not exceed the lesser of fair market value or the cost of the property so held or acquired;

(e) Liens securing Indebtedness permitted by Section 6.2(f) below;

(f) Liens arising out of judgments or decrees which do not constitute an Event of Default under Section 7(h) and are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been set aside in accordance with GAAP, provided that, in any case, enforcement thereof is stayed pending such contest;

(g) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;

(h) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business including, in each case, those in effect prior to the Effective Date, that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of any Borrower;

(i) any Lien existing on any property or asset prior to the acquisition thereof by any Borrower, provided that (i) such Lien is not created in contemplation of or in connection with such acquisition, (ii) such Lien shall not apply to any other property or assets of any Borrower and (iii) such Lien shall secure only those obligations that it secures on the date of such acquisition and any extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;

(k) Liens arising solely from the filing of protective Uniform Commercial Code financing statements in respect of equipment leased to any Borrower in the ordinary course of its business under true, as opposed to finance, leases;

(k) unexercised common law bankers' Liens;

(l) statutory Liens of landlords; and

(m) Liens in favor of the Bank and existing Liens described in Schedule 6.1 annexed hereto (including Liens that are subordinated to all Liens in favor of the Bank), and any modifications, renewals, continuations or extensions thereof.

#### Section 6.2. Indebtedness.

Incur, create, assume or permit to exist any Indebtedness other than:

(a) Indebtedness to the Bank, including, without limitation, the Indebtedness hereunder and indebtedness in respect of any letters of credit issued by the Bank for the account of one or more Borrowers;

(b) existing Indebtedness set forth on Schedule 6.2, and renewals, extensions, reschedulings, and refinancings thereof in similar amounts and in similar terms and conditions;

(c) Indebtedness in the form of a guarantee, material endorsement or contingent liability, to the extent permitted by Section 6.4 hereof;

(d) Indebtedness (excluding Indebtedness to the Bank) of The ONE Group and all of its Subsidiaries (including the Subsidiary Borrowers) on a consolidated basis in respect of Capital Expenditures not to exceed \$1,000,000 in the aggregate in any fiscal year;

(e) Indebtedness pursuant to insurance premium finance agreements permitting the payment of insurance premiums in installments on customary commercial terms; and

(f) Indebtedness (excluding Indebtedness to the Bank) of The ONE Group and/or all of its Subsidiaries (including the Subsidiary Borrowers) incurred for the purpose of financing the acquisition of equipment described in Section 6.1(e) above, not to exceed \$250,000 in the aggregate with respect to The ONE Group and all of its Subsidiaries in any fiscal year.

### Section 6.3. Investments.

Make or commit to make any advance, loan, extension of credit or capital contribution to, or purchase of any stock, bonds, notes, debentures or other securities of, or make any other investment in, any Person or in real property (all such transactions being called "investments"), except:

(a) investments in obligations of, or fully guaranteed by, the United States of America or agencies of the United States of America;

(b) investments in Bank commercial paper or commercial paper rated "A-1" by Standard & Poor's Corporation or "P-1" by Moody's Investors Service, Inc.;

(c) investments in fully-insured certificates of deposit issued by a domestic commercial banking institution which is a member of the Federal Deposit Insurance Corporation which has capital and surplus in excess of \$100,000,000, or any foreign commercial bank which has capital and surplus in excess of \$500,000,000;

(d) guaranteed investment contracts with the Bank or with Persons which maintain a rating of "AA" or better by Standard & Poor's Ratings Group, Inc. or "Aa" or better by Moody's Investors Service, Inc.;

(e) tax-exempt securities which maintain a rating of "AAA" by Standard & Poor's Ratings Group, Inc. or "Aaa" by Moody's Investors Service, Inc.;

(f) mutual funds which invest in any or all of the foregoing;

(g) money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States that has a combined capital and surplus and undivided profits of not less than \$500,000,000; and

(h) investments by The ONE Group in its Subsidiaries, in the ordinary course of The ONE Group's business, to fund such Subsidiaries leasehold and management agreement obligations.

### Section 6.4. Assumptions, Guaranties, Etc. of Indebtedness of Other Person.

Assume, guarantee, endorse or otherwise become directly or contingently liable (including, without limitation, liable by way of agreement, contingent or otherwise, to purchase, to provide funds for payment, to supply funds to or otherwise invest in the debtor or otherwise to assure the creditor against loss) in connection with any Indebtedness of any other Person, except (i) guaranties

by endorsement or similar transactions in the ordinary course of business, (ii) guaranties by The ONE Group, in the ordinary course of its business, of the leasehold and management agreement obligations of its Subsidiaries, and (iii) as set forth on Schedule 6.4 hereto.

Section 6.5. Mergers Etc..

Merge into, or consolidate with or into, any Person, except to the extent that any such merger or consolidation would not result in a Default or Event of Default hereunder and provided that a Borrower shall be the surviving Person in any such merger or consolidation.

Section 6.6. Sales, Etc., of Assets.

Sell, assign, lease or otherwise dispose of all or substantially all of its assets, including, without limitation, its accounts receivable.

Section 6.7. Change in Nature of Operations.

Make any material change in the nature of its operations as carried on at the Effective Date.

Section 6.8. ERISA.

Terminate any Plan so as to result in any material liability to The Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA (the "PBGC"), (ii) engage in or permit any person to engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code, as the same may from time to time be amended) involving any Plan which would subject any Borrower to any material tax, penalty or other liability, (iii) incur or suffer to exist any material accumulated funding deficiency (as defined in Section 302 of ERISA), whether or not waived, involving any Plan, or (iv) allow or suffer to exist any event of condition, which presents a material risk of incurring a material liability to the PBGC by reason of termination of any Plan.

Section 6.9. Fiscal Year.

Change its fiscal year from that which begins on January 1<sup>st</sup> of each calendar year and ends on December 31<sup>st</sup> of such calendar year.

Section 6.10. Amendments; Prepayment or Modification of Indebtedness.

(i) Amend, modify or waive any of its rights under its certificate of formation or operating agreement or other organizational documents, to the extent any such amendment, modification or waiver would be adverse to the Bank in any material manner; or (b) prepay any Indebtedness (other than Indebtedness to the Bank).

**ARTICLE 7.**  
**EVENTS OF DEFAULT**

Upon the occurrence of any of the following events (each an "Event of Default"):

(a) (i) Failure of the Borrowers to make any payment of principal in respect of the Loan when the same shall become due and payable; or (ii) failure of the Borrowers to pay any interest on the Loan or any other sum arising under any other obligation incurred hereunder or under the other Loan Documents within three (3) Business Days of the same becoming due and payable; or

(b) Failure to observe any of the agreements of the Borrowers contained in Section 5.6 hereof or in Article 6 hereof; or

(c) Failure by the Borrowers to perform any other term, condition or covenant of this Agreement or any other agreement, instrument or document delivered pursuant hereto or in connection herewith or therewith, which shall remain unremedied for a period of 30 days after notice thereof shall have been given by the Bank to any Borrower; or

(d) (i) Failure by the Borrowers to perform (beyond any applicable notice or grace period) any term, condition or covenant of any bond, note, debenture, loan agreement, indenture, guaranty, trust agreement, mortgage or other instrument or agreement in connection with the borrowing of money or the deferred purchase price of a fixed asset to which any Borrower is a party or by which it is bound, or by which any of its properties or assets may be affected, in excess of \$250,000 (a "Debt Instrument"), so that, as a result of any such failure to perform such indebtedness included therein or secured or covered thereby may be declared due and payable prior to the date on which such indebtedness would otherwise become due and payable unless the default under such Debt Instrument resulting from such failure has been waived; or

(ii) Any event or condition referred to in any Debt Instrument (beyond any applicable notice or grace period) shall occur or fail to occur, so that, as a result thereof the indebtedness for borrowed money or the deferred purchase price of a fixed asset included therein or secured or covered thereby may be declared due and payable prior to the date on which such indebtedness would otherwise become due and payable; or

(e) Any representation or warranty made in writing to the Bank in this Agreement or any other Loan Document or in connection with the making of the Loan hereunder or in any certificate, statement or report made in compliance with this Agreement, shall have been false in any material respect when made; or

(f) Any Borrower or the Guarantor shall (i) suspend or discontinue its business, (ii) make an assignment for the benefit of creditors, (iii) generally not be paying its debts as such debts become due, (iv) admit in writing its inability to pay its debts as they become due, (v) file a voluntary petition in bankruptcy, (vi) become insolvent (however such insolvency shall be evidenced), (vii) file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment of debt, liquidation or dissolution or similar relief under any present or



future statute, law or regulation of any jurisdiction, (viii) petition or apply to any tribunal for any receiver, custodian or any trustee for any substantial part of its Property, (ix) be the subject of any such proceeding filed against it which remains undismissed for a period of 90 days or more, (x) file any answer admitting or not contesting the material allegations of any such petition filed against it or any order, judgment or decree approving such petition in any such proceeding, (xi) seek, approve, consent to, or acquiesce in, any such proceeding, or in the appointment of any trustee, receiver, sequestrator, custodian, liquidator, or fiscal agent for it, or any substantial part of its Property, or an order is entered appointing any such trustee, receiver, custodian, liquidator or fiscal agent and such order remains in effect for 60 days or more, or (xii) take any formal action for the purpose of effecting any of the foregoing or looking to the liquidation or dissolution of any Borrower or the Guarantor; or

(g) (i) An order for relief is entered under the United States bankruptcy laws, or (ii) any other decree or order is entered by a court having jurisdiction (A) adjudging the any Borrower or the Guarantor bankrupt or insolvent, (B) approving as properly filed a petition seeking reorganization, liquidation, arrangement, adjustment or composition of or in respect of any Borrower or the Guarantor under the United States bankruptcy laws or any other applicable Federal or state law, (C) appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of any Borrower or the Guarantor or of any substantial part of the Property thereof, or (D) ordering the winding up or liquidation of the affairs of any Borrower or the Guarantor, and any such decree or order under this clause (ii) continues unstayed and in effect for a period of 60 days or more; or

(h) Any judgment or judgments against any Borrower or the Guarantor aggregating more than \$500,000 or any attachment, levy or execution against any of its properties with respect to claims aggregating in excess of \$500,000 (not fully covered by insurance) shall remain unpaid, or unstayed on appeal, or undischarged, or unbonded or undismissed for a period of 60 days or more; or

(i) A Change in Control shall have occurred; or

(j) A Material Adverse Change in respect of any Borrower shall have occurred; or

(k) Any Government Consent granted by any Government Authority or by any state or local commission or authority, whether presently existing or hereafter granted to or obtained by any Borrower that is, in the reasonable judgment of the Bank, material to the operations of such Borrower, shall expire without renewal or shall be suspended or revoked and such expiration, suspension or revocation is not fully remedied or cured within ninety (90) days thereafter or otherwise stayed by legal proceedings, or (ii) any Borrower shall become subject to any injunction or other order prohibiting it from operating under any such material Government Consent and such injunction or order is not fully terminated, dissolved or rescinded within sixty (60) days thereafter or otherwise stayed by legal proceedings; or (iii) any Borrower shall fail to apply for any Government Consent that is, in the reasonable judgment of the Bank, material to the operations of the Borrower within sixty (60) days of the date required to be obtained; or

(l) Any Loan Document shall cease, for any reason, to be in full force and effect, or the Loan Party shall so assert in writing or shall disavow any of its obligations thereunder; or

(m) Any Lien purported to be created under any Security Document shall cease to be, or shall be asserted by the Loan Party in writing not to be, a valid and perfected Lien on any Collateral, with the priority required by the applicable Security Document;

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 then outstanding Loan hereunder (and all accrued interest thereon) and all other amounts owing under the Loan Documents and the Term Note 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, declare the Loan, all accrued and unpaid interest thereon and other amounts owing under the Loan Documents to be due and payable, whereupon the same shall immediately become due and payable, and (y) 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.

## **ARTICLE 8. MISCELLANEOUS**

### Section 8.1. Notices.

All notices, requests, reports and other communications pursuant to this Agreement shall be in writing, either by letter (delivered by hand or nationally recognized overnight courier service or commercial messenger service or sent by registered or certified mail, return receipt requested) or telecopy, addressed as follows:

(a) If to any Borrower:

c/o The ONE Group  
411 West 14<sup>th</sup> Street, 3<sup>rd</sup> Floor  
New York, New York 10014  
Attention: Mr. Jonathan Segal  
Telecopier No.: 212-255-9715

with a copy to:

The Giannuzzi Group, LLP  
411 West 14<sup>th</sup> Street, 4<sup>th</sup> Floor  
New York, New York 10014  
Attention: Nick Giannuzzi, Esq.  
Telecopier No.: 212-504-2066

(b) If to the Bank:

Bank United, N.A.  
623 Fifth Avenue  
11<sup>th</sup> Floor

New York, New York 10022  
Attention: Thomas F. Pergola  
Senior Vice President  
Telecopier No.: 646-478-9720

with a copy to:

Emmet, Marvin & Martin, LLP  
120 Broadway  
New York, New York 10271  
Attention: Richard S. Talesnick, Esq.  
Telecopier No.: 212-238-3100

Any notice, request, demand or other communication hereunder shall be deemed to have been given on: (x) the day on which it is telecopied to such party at its telecopier number specified above (provided such notice shall be effective only if followed by one of the other methods of delivery set forth herein) or delivered by receipted hand delivery or such commercial messenger service or nationally recognized overnight courier service to such party at its address specified above, or (y) on the third Business Day after the day deposited in the mail, postage prepaid, if sent by mail. Any party hereto may change the Person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

Section 8.2. Modifications; Consents and Waivers; Entire Agreement.

No modification or waiver of or with respect to any provision of this Agreement, the Term Note, and the other Loan Documents, nor consent to any departure by the Borrowers from any of the terms or conditions thereof, shall in any event be effective unless it shall be in writing and signed by both parties, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Borrowers (not otherwise required by the terms hereof) shall, of itself entitle the Borrowers to any other or further notice or demand in similar or other circumstances. This Agreement embodies the entire agreement and understanding between the Bank and the Borrowers and supersedes all prior agreements and understandings relating to the subject matter hereof.

Section 8.3. No Waiver; Cumulative Remedies.

No failure to exercise and no delay in exercising, on the part of the Bank, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right.

Section 8.4. Survival of Representations and Warranties and Certain Obligations.

All covenants, agreements, representations and warranties made by the Borrowers herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to

this 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 the Loan Document and the making of the Loan, 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 hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on the Loan or any fee or any other amount payable under the Loan Documents is outstanding and unpaid. The provisions of Sections 2.10, 2.11, 8.5 and 8.7 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loan and the termination of the Commitment or the termination of this Agreement or any provision hereof.

Section 8.5. Costs; Expenses and Taxes; Indemnification.

(a) The Borrowers agree, jointly and severally, to pay or reimburse all reasonable out-of-pocket costs and expenses of the Bank in connection with the enforcement of this Agreement, the Term Note, and the other Loan Documents including, without limitation, the reasonable fees and out-of-pocket expenses of legal counsel, independent public accountants and other outside experts retained by the Bank in connection with the enforcement of the Loan Agreement, the Term Note and the other Loan Documents. In addition, the Borrowers shall pay any and all stamp and other excise taxes, if any, payable or determined to be payable in connection with the execution and delivery of this Agreement, the Term Note and the other Loan Documents or the consummation of the transactions contemplated hereby.

(b) The Borrowers agree, jointly and severally, to indemnify the Bank and its directors, officers, employees and agents against, and on demand for, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, costs, expenses or disbursements of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against the Bank by any third party relating to or arising out of this Agreement and any of the documents executed in connection herewith or any actual or proposed use of any proceeds of the Loan hereunder, provided that the Borrowers shall not be liable for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Bank. In consideration of the Borrowers' agreements contained in this Section 8.5, the Bank agrees that it will not settle any claim against it with respect to which the Borrowers have any obligation under this Section 8.5 without the prior written consent of the Borrowers. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 8.5 shall survive the termination of this Agreement.

(c) To the extent permitted by applicable law, the Borrowers shall not assert, and hereby waives, any claim against the Bank and its directors, officers, employees and agents or any special, indirect, consequential or punitive damages (whether accrued and whether known or suspected to exist in its favor) arising out of, in connection with, or as a result of, the Loan Documents, the transactions contemplated thereby, or the Loan or the use of the proceeds thereof.

Section 8.6. Successors and Assigns; Participation; Pledge.

(a) This Agreement shall be binding upon and inure to the benefit of the Borrowers, the Bank, all future holders of the Term Note and their respective successors and assigns,

except that the Borrowers may not assign or transfer any of their rights under this Agreement without prior written consent of the Bank.

(b) The Bank shall have the unrestricted right at any time or from time to time, and with notice to the Borrowers but without the Borrowers' consent, to assign all or any portion of its rights and obligations hereunder to one or more banks or other financial institutions (each, an "Assignee"), and the Borrowers agree that it shall execute or cause to be executed, such documents, including, without limitation, amendments to this Agreement and to any other documents, instruments and agreements executed in connection herewith as the Bank shall deem necessary to effect the foregoing. In addition, at the request of the Bank and any such Assignee, the Borrowers shall issue one or more new promissory notes, as applicable, to any such Assignee and, if the Bank has retained any of its rights and obligations hereunder following such assignment, to the Bank, which new promissory notes shall be issued in replacement of, but not in discharge of, the liability evidenced by the promissory note held by the Bank prior to such assignment and shall reflect the amount of the respective commitments and loans held by such Assignee and the Bank after giving effect to such assignment. Upon the execution and delivery of appropriate assignment documentation, amendments and any other documentation required by the Bank in connection with such assignment, and the payment by the Assignee of the purchase price agreed to by the Bank, and such Assignee, such Assignee shall be a party to this Agreement and shall have all of the rights and obligations of the Bank hereunder (and under any and all other guaranties, documents, instruments and agreements executed in connection therewith) to the extent that such rights and obligations have been assigned by the Bank pursuant to the assignment documentation between the Bank and such Assignee, and the Bank shall be released from its obligations hereunder and thereunder to a corresponding extent. The Borrowers may furnish any information concerning any Borrower in its possession from time to time to prospective Assignees, provided that the Bank shall require any such prospective Assignees to agree in writing to maintain the confidentiality of such information pursuant to a confidentiality agreement reasonably acceptable to the Borrowers.

(c) The Bank shall have the unrestricted right at any time and from time to time, and without the consent of, or notice to, the Borrowers, to grant to one or more banks or other financial institutions (each, a "Participant") participating interests in the Bank's obligation to lend hereunder and/or any or all of the Loan held by the Bank hereunder. In the event of any such grant by the Bank of a participating interest to a Participant, whether or not upon notice to the Borrowers, the Bank shall remain responsible for the performance of its obligations hereunder and the Borrowers shall continue to deal solely and directly with the Bank in connection with the Bank's rights and obligations hereunder, the Bank may furnish any information concerning any Borrower in its possession from time to time to prospective Participants, provided that the Bank shall require any such prospective Participant to agree in writing to maintain the confidentiality of such information pursuant to a confidentiality agreement reasonably acceptable to the Borrowers.

(d) The Bank may at any time pledge all or any portion of its rights under the Loan Documents including any portion of the Term Note to any of the twelve (12) Federal Reserve Banks organized under Section 4 of the Federal Reserve Act, 12 U.S.C. Section 341. No such pledge or enforcement thereof shall release the Bank from its obligations under any of the Loan Documents.

#### Section 8.7. Right of Set-Off

The Borrowers hereby grant to the Bank, a lien, security interest and right of setoff as security for all the Obligations, whether now existing or hereafter arising, upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of the Bank or any entity under the control of Bank United, N.A. or in transit to any of them. At any time upon the occurrence and during the continuance of an Event of Default, without demand or notice, the Bank may set off the same or any part thereof and apply the same to any liability or obligation of the Borrowers then outstanding regardless of the adequacy of any other collateral security for the Loan. Any and all rights to require the Bank to exercise its rights or remedies with respect to any other collateral which secures the Loan prior to exercising its right of setoff with respect to such deposits, credits or other property of the Borrowers, are hereby knowingly, voluntarily and irrevocably waived. The rights of the Bank under this Section 8.7 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Bank may have.

#### Section 8.8. Execution in Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

#### Section 8.9. USA Patriot Act

The Bank hereby notifies the Borrowers that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies the Borrowers, which information includes the name and address of the Borrowers and other information that will allow the Bank to identify the Borrowers in accordance with the USA Patriot Act.

#### Section 8.10. Governing Law; Jurisdiction; Consent to Service of Process; etc.

(a) This 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 Agreement or the other Loan Documents, 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 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 Agreement or the other Loan Documents 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 UK Borrower hereby irrevocably appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such UK Borrower and its property service of copies of the summons and complaint and any other process which may be served in any such action or proceeding and agrees to maintain such Process Agent so long as any obligations under this Agreement remain unpaid. Such service may be made by mailing or delivering a copy of such process to the applicable UK Borrower in care of the Process Agent at the Process Agent's address, and each UK Borrower hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. As an alternative method of service, each UK Borrower also irrevocably agrees that service of process out of any such courts may be made by personal delivery or mailing copies thereof by registered or certified mail, postage prepaid, to such UK Borrower at its address for notices as specified herein and will become effective 5 days after such mailing. The Process Agent is The ONE Group with an office on the date hereof as specified in Section 8.1.

(e) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 8.1. Nothing in this Agreement will affect the right of either party to this Agreement to serve process in any other manner permitted by law.

Section 8.11. 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 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 AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

Section 8.12. Treatment of Certain Information

The Bank agrees to use reasonable precautions to keep confidential, in accordance with its customary procedures for handling confidential information of the same nature, all non-public information supplied by the Borrowers or any other Loan Party pursuant to this Agreement which (a) is identified by such Person as being confidential at the time the same is delivered to the Bank, (b) discloses the identity of any customer of a Loan Party or (c) constitutes any financial statement, financial projections or forecasts, budget, compliance certificate, audit report,

management letter or accountants' certification delivered hereunder ("Information"), provided that nothing herein shall limit the disclosure of any such Information (i) to such of the directors, officers, employees, agents and advisors of the Bank as need to know such Information in connection with the administration or enforcement of this Agreement and the other Loan Documents, (ii) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, or requested by any bank regulatory authority, (iii) on a confidential basis, to prospective participants or their counsel, (iv) to attorneys, auditors or accountants of the Bank, (v) in connection with any litigation relating to the transactions contemplated by this Agreement and the other Loan Documents to which the Bank is a party, (vi) to the extent such Information (A) becomes publicly available other than as a result of a breach of this Agreement, (B) becomes available to the Bank on a confidential basis from a source (other than a Loan Party) known to the Bank not to have a confidentiality obligation to the Loan Party, or (C) was available to the Bank on a non-confidential basis prior to its disclosure to the Bank by a Loan Party; and (vii) to the extent the Borrowers shall have consented to such disclosure in writing.

Section 8.13. Waiver of Immunity.

To the extent that any Borrower has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, it hereby irrevocably waives such immunity in respect of its obligations under this Agreement and the other Loan Documents to which it is a party.

Section 8.14. Judgment Currency.

If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder in Dollars into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Bank could purchase Dollars with such other currency in New York City on the business day (being any day on which commercial banks are open for domestic and international business (including dealings in foreign exchange) in New York City) preceding that on which final judgment is given. The obligation of the Borrowers in respect of any sum due from it to the Bank hereunder shall, notwithstanding any judgment in a currency other than Dollars, be discharged only to the extent that on the business day following receipt by the Bank of any sum adjudged to be so due in such other currency the Bank may in accordance with normal banking procedures purchase Dollars with such other currency; if the Dollars so purchased are less than the sum originally due to the Bank in Dollars, the Borrowers agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Bank against such loss, and if the Dollars so purchased exceed the sum originally due to the Bank in Dollars, the Bank agrees to remit to the Borrowers such excess.

Section 8.15. Existing Obligations.

The Borrowers hereby acknowledge, confirm and agree that they are indebted to the Bank for all amounts payable under the Existing Credit Agreement, the "Notes" (as defined in the Existing Credit Agreement), and the other "Loan Documents" (as defined in the Existing Credit Agreement),



as of the close of business on the Effective Date in the aggregate principal amount of \$6,395,070.57, together with all interest accrued and accruing thereon (to the extent applicable), and all fees, costs, expenses and other charges relating thereto (collectively, the "Existing Obligations"), all of which are unconditionally owing by the Borrowers to the Bank without offset, defense or counterclaim of any kind, nature or description whatsoever.

Section 8.16. Acknowledgment of Security Interest and Loan Documents.

The Borrowers hereby acknowledge, confirm and agree that the Bank has had and shall on and after the Effective Date continue to have, a security interest in and Lien upon the Collateral heretofore granted to the Bank pursuant to the Loan Documents to secure the Existing Obligations. The Liens and security interest of the Bank in the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such Liens and security interests to the Bank (whether under the Existing Credit Agreement, this Agreement or any of the other "Loan Documents" (as defined in the Existing Credit Agreement or this Agreement)).

Section 8.17. Loan Documents.

The Borrowers hereby acknowledge, confirm and agree that as of the Effective Date: (a) the Existing Credit Agreement and each of the other "Loan Documents" (as defined in the Existing Credit Agreement) were duly executed and delivered by each of the Borrowers party thereto and are in full force and effect, (b) the agreements and obligations of each of the Borrowers party thereto contained in the Existing Credit Agreement and the other "Loan Documents" (as defined in the Existing Credit Agreement) constitute the legal, valid and binding obligations of such Borrowers enforceable against them in accordance with their respective terms, and no Borrower has a valid defense to the enforcement of such obligations or any right of setoff or recoupment with respect thereto, subject to the effects if any, of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar Laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and (c) the Bank is entitled to all of the rights and remedies provided for in the Existing Credit Agreement and the "Loan Documents" (as defined in the Existing Credit Agreement).

Section 8.18. Acknowledgments, Amendment and Restatement.

On the Effective Date, this Agreement shall, effective as of the Effective Date, constitute an amendment and restatement in its entirety of the Existing Credit Agreement. The parties hereto acknowledge and agree that (a) this Agreement and the other Loan Documents executed and delivered in connection herewith do not constitute a novation, payment, satisfaction, reborrowing, or termination of the Borrowers' Existing Obligations previously made available to such Borrowers under the Existing Credit Agreement and outstanding on the Effective Date; (b) such Existing Obligations are in all respects continuing as obligations and an extension of credit under this Agreement with only the terms thereof being modified as provided in this Agreement and the other Loan Documents; (c) the Liens and security interests as granted under the "Security Agreement" and the "Pledge Agreements" (as each such term is defined in the Existing Credit Agreement) securing payment of such Existing Obligations are in all respects continuing and in full force and effect and secure the payment of all obligations of the Borrowers under this Agreement and the

other Loan Documents and (d) all references in the Loan Documents, to the Existing Credit Agreement shall be deemed references to the Existing Credit Agreement as amended and restated hereby, and as further amended, supplemented or otherwise modified from time to time.

[Signature pages to follow.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

**BANKUNITED, N.A.**

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

**STK CHICAGO 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 DENVER, 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

Signatures Continued on Following Page

**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

**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

**STK WESTWOOD, LLC**

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

Signatures Continued on Following Page

**AGREED TO AND CONFIRMED:**

**THE ONE GROUP HOSPITALITY, INC.**

By: /s/ Samuel Goldfinger

Name: Samuel Goldfinger

Title: Chief Financial Officer

Signature Page to Term Loan Agreement

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**EXHIBIT A**  
**FORM OF TERM NOTE**

\$7,475,000.07 December 17, 2014

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, **WSATOG (MIAMI) LLC**, a Delaware limited liability company, **STK WESTWOOD, LLC**, a Florida limited liability company and **STK DENVER, LLC**, a Colorado 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.** (the "Bank") **SEVEN MILLION FOUR HUNDRED SEVENTY FIVE THOUSAND AND 07/100 DOLLARS (\$7,475,000.07)** or if less, the unpaid principal amount of the Loan made by the Bank to the Borrowers, in the amounts and at the times set forth in the Term Loan Agreement, dated as of December 17, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among the Borrowers and the Bank, and to pay interest from the date of the making of the Loan on the principal balance of the Loan from time to time outstanding at the rate or rates and at the times set forth in the Term Loan Agreement, in each case to the Bank at PO Box 026030, Miami, Florida 33102, 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 Term Loan Agreement are used herein with the same meanings.

The Loan evidenced by this Term Note is repayable in the amounts, and under the circumstances, and the maturity of this Term Note is subject to acceleration upon the terms, set forth in the Term Loan Agreement. This Term Note is subject to, and should be construed in accordance with, the provisions of the Term Loan 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, (b) the amount

thereof, and (c) each payment or prepayment of the principal of the Loan. No failure to so record or any error in so recording shall affect the obligation of the Borrowers to repay the Loan, together with interest thereon, as provided in the Term Loan 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 Term Loan 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 Term Note.

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

[Signature Pages to Follow]



THIS TERM 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

Signatures Continued on Following Page

**STK CHICAGO LLC**

By: \_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

**STK DENVER, 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

Signatures Continued on Following Page

**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

**TOG BISCAYNE, LLC**

By: \_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

**WSATOG (MIAMI) LLC**

By: \_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

**STK WESTWOOD, LLC**

By: \_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

**SCHEDULE TO TERM NOTE**

<u>Date</u>	<u>Amount of Loan</u>	Amount of principal, paid or <u>prepaid</u>	<u>Notation made by</u>
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**EXHIBIT B**  
**FORM OF GUARANTEE AGREEMENT**

[The ONE Group Hospitality, Inc.]

**GUARANTEE AGREEMENT**, dated as of December 17, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Guarantee"), made by the undersigned, **THE ONE GROUP HOSPITALITY, INC.**, a Delaware corporation (the "Guarantor") to **BANKUNITED, N.A.** (the "Bank").

Reference is made to the Term Loan Agreement (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among The ONE Group, LLC, a Delaware limited liability company, and certain of its affiliates (hereinafter sometimes referred to individually as a "Borrower", and collectively, as the "Borrowers") and the Bank.

It is a condition precedent to the effectiveness of the Term Loan Agreement and the obligation of the Bank to make the Loan to the Borrowers under the Term Loan Agreement, that the Guarantor shall have executed and delivered this Guarantee.

Accordingly, the parties hereto agree as follows:

Section 1. Definitions

Except as otherwise provided herein, capitalized terms that are used but not otherwise defined herein shall have the meanings assigned to such terms in the Term Loan Agreement.

Section 2. Guarantee

(a) The Guarantor irrevocably and unconditionally guarantees the due and punctual payment of 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 Obligations. The Guarantor further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation.

(b) This Guarantee constitutes a guarantee of payment and the Bank shall not have any obligation to enforce any Loan Document or any other agreement or document with respect to the Obligations or exercise any right or remedy with respect to any collateral security thereunder by any action, including, without limitation, making or perfecting any claim against any Person or any collateral security for any of the Obligations prior to being entitled to the benefits of this Guarantee. The Bank may, at its option, proceed against the Guarantor, or any other guarantor, in the first instance to enforce the Obligations without first proceeding against the Borrowers or any other Person, and without first resorting to any other rights or remedies, as the Bank may deem advisable. In furtherance hereof, if the Bank is prevented by law from collecting or otherwise hindered from collecting or otherwise enforcing any Obligation in accordance with its terms, the Bank shall be entitled to receive hereunder from the Guarantor after demand therefor, the sums which would have been otherwise due had such collection or enforcement not been prevented or hindered.

(c) It is understood that while the amount of the Obligations is not limited, if, in any action or proceeding involving any state or federal bankruptcy, insolvency or other law affecting the rights

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of creditors generally, this Guarantee would be held or determined to be void, invalid or unenforceable on account of the amount of the aggregate liability of the Guarantor under this Guarantee, then, notwithstanding any other provision of this Guarantee to the contrary, the aggregate amount of such liability shall, without any further action of the Guarantor, the Bank shall be automatically limited and reduced to the highest amount which is valid and enforceable as determined in such action or proceeding.

(d) The obligations hereunder of the Guarantor are joint and several with the obligations of any other guarantor (if any) of the Obligations.

### Section 3. Absolute Obligation

This Guarantee guarantees the payment of all Obligations of the Borrowers owed to the Bank now or hereafter existing, under any of the Loan Documents (as each may be amended, restated, supplemented or otherwise modified from time to time), whether for principal, interest, fees, expenses or otherwise, and the Guarantor agrees to pay all Obligations now or hereafter existing under this Guarantee. Subject to Sections 2(c), 5 and 8, the Guarantor shall be released from liability hereunder when all Obligations shall have been indefeasibly paid in full in cash, and all commitments under the Term Loan Agreement have terminated or expired. The Guarantor acknowledges and agrees that (a) the Bank has not made any representation or warranty to the Guarantor with respect to the Borrowers, any Loan Document, or any agreement, instrument or document executed or delivered in connection with the Obligations or any other matter whatsoever, and (b) the Guarantor shall be liable hereunder, and such liability shall not be affected or impaired, irrespective of (i) the validity or enforceability of any Loan Document or any agreement, instrument or document executed or delivered in connection with the Obligations, or the collectability of any of the Obligations, (ii) the preference or priority ranking with respect to any of the Obligations, (iii) the existence, validity, enforceability or perfection of any security interest or collateral security under any Loan Document or the release, exchange, substitution or loss or impairment of any such security interest or collateral security, (iv) any failure, delay, neglect or omission by the Bank to realize upon any direct or indirect collateral security, indebtedness, liability or obligation, any Loan Document or any agreement, instrument or document executed or delivered in connection with any of the Obligations, (v) the existence or exercise of any right of set-off by the Bank, (vi) the existence, validity or enforceability of any other guaranty with respect to any of the Obligations, the liability of any other Person in respect of any of the Obligations, or the release of any such Person or any other guarantor(s) of any of the Obligations, (vii) any act or omission of the Bank in connection with the administration of any Loan Document or any of the Obligations, (viii) the bankruptcy, insolvency, reorganization or receivership of, or any other proceeding for the relief of debtors commenced by or against, any Person, (ix) the disaffirmance or rejection of any of the Obligations, any Loan Document or any agreement, instrument or document executed or delivered in connection with any of the Obligations, in any bankruptcy, insolvency, reorganization or receivership, or any other proceeding for the relief of debtors, relating to any Person, (x) any law, regulation or decree now or hereafter in effect which might in any manner affect any of the terms or provisions of any Loan Document or any agreement, instrument or document executed or delivered in connection with any of the Obligations, or which might cause or permit to be invoked any alteration in the time, amount, manner or payment or performance of any of the Obligations and liabilities (including, without limitation, the obligations of the Borrowers), (xi) the merger or consolidation of any Borrower into or with any Person, (xii) the sale by any Borrower of all or any part of its assets, (xiii) the fact that at any time and from time to time none of the Obligations may be outstanding or owing to the Bank, (xiv) any amendment, restatement or modification of, or supplement to, any Loan Document or (xv) any other reason or circumstance which might otherwise constitute a defense available to or a discharge of any Borrower in respect of its obligations or liabilities or of the Guarantor in respect of any of the obligations of the Guarantor (other than the final and indefeasible payment in full in cash of the Obligations).

Section 4. Agreement to Pay; Subrogation and Subordination

Upon the failure of any Borrower to pay any Obligation when and as the same shall become due beyond any applicable grace, notice or cure period, whether at maturity, by acceleration, after notice of prepayment or otherwise, the Guarantor hereby promises to, and will forthwith pay, or cause to be paid, to the Bank in cash the amount of such unpaid Obligations (subject to the limitations set forth in Section 2(c)). Upon payment by the Guarantor of any sums to the Bank as provided above, all rights of the Guarantor against the Borrowers arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subordinate and junior in right of payment to the prior indefeasible payment in full in cash of all the Obligations and the Guarantor agrees that it will not assert or pursue any such rights unless and until the Bank shall have received indefeasible payment in full of the Obligations. In addition, any indebtedness of any Borrower now or hereafter held by the Guarantor is hereby subordinated in right of payment to the prior payment in full of the Obligations. If any amount shall erroneously be paid to the Guarantor on account of (a) such subrogation, contribution, reimbursement, indemnity or similar right or (b) any such indebtedness of any Borrower, such amount shall be held in trust for the benefit of the Bank and shall forthwith be paid to the Bank to be credited against the payment of the Obligations, whether matured or unmatured, in accordance with the terms of the Loan Documents.

Section 5. Reserved

Section 6. Notices

Except as otherwise specifically provided herein, all notices, requests, consents, demands, waivers and other communications hereunder shall be given in the manner provided in Section 8.1 of the Term Loan Agreement, to the address of the Guarantor set forth on the signature page hereto or to such other addresses as to which the Bank may be hereafter notified by the Guarantor.

Section 7. Expenses

The Guarantor shall pay upon demand all reasonable out of pocket costs and expenses incurred or paid by the Bank, including the reasonable fees, charges and disbursements of any counsel for the Bank, in connection with the preparation and administration of this Guarantee or any amendments, modifications or waivers of the provisions of any Loan Document (whether or not the transactions contemplated thereby shall be consummated, but only to the extent such expenses are not paid by the Borrowers under the Term Loan Agreement) and the enforcement or protection of the Bank's rights in connection with this Guarantee, the other Loan Documents or the Loans, including all such out of pocket expenses incurred during any workout, restructuring or negotiations in respect of the Loans.

Section 8. Repayment in Bankruptcy, etc.

If, at any time or times subsequent to the payment of all or any part of the Obligations, the Bank shall be required to repay any amounts previously paid by or on behalf of the Borrowers or the Guarantor in reduction thereof by virtue of an order of any court having jurisdiction in the premises, including, without limitation, as a result of an adjudication that such amounts constituted preferential payments or fraudulent conveyances, the Guarantor unconditionally agrees to pay to the Bank within 10 days after demand a sum in cash equal to the amount of such repayment, together with interest on such amount from the date of such repayment by the Bank to the date of payment to the Bank at the applicable rate set forth in Section 2.7(b) of the Term Loan Agreement.

Section 9. Other Provisions

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

(b) 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 Guarantee or any other Loan Document or consent to any departure by the Guarantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (c) 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 the Guarantor in any case shall entitle the Guarantor to any other or further notice or demand in similar or other circumstances.

(c) Neither this Guarantee nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into by and between the Bank and the Guarantor.

(d) The Guarantor hereby waives presentment, demand for payment, notice of default, nonperformance and dishonor, protest and notice of protest of or in respect of this Guarantee, the Loan Documents and the Obligations, notice of acceptance of this Guarantee and reliance hereupon by the Bank, and the incurrence of any of the Obligations, notice of any sale of collateral security or any default of any sort and notice of any amendment, modification, increase or waiver of any Loan Document.

(e) The Guarantor is not relying upon the Bank to provide to it any information concerning any Borrower or any Subsidiary, and the Guarantor has made arrangements satisfactory to the Guarantor to obtain from the Borrowers on a continuing basis such information concerning the Borrowers and the Subsidiaries as the Guarantor may desire.

(f) The Guarantor agrees that any statement of account with respect to the obligations of the Borrowers from the Bank to the Borrowers which binds the Borrowers shall also be binding upon the Guarantor, and that copies of such statements of account maintained in the regular course of the Bank's business may be used, absent manifest error, in evidence against the Guarantor in order to establish the obligations of the Guarantor.

(g) The Guarantor acknowledges that it has received a copy of the Term Loan Agreement and the other Loan Documents. In addition, the Guarantor acknowledges having read the Term Loan Agreement and each Loan Document and having had the advice of counsel in connection with all matters concerning its execution and delivery of this Guarantee, and, accordingly, waives any right it may have to have the provisions of this Guarantee strictly construed against the Bank.

(h) In the event any one or more of the provisions contained in this Guarantee or in 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 and 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.



(i) The Guarantor represents and warrants as follows: (i) it is duly organized and validly existing in good standing under the laws of Delaware, has the power and authority and all governmental licenses, authorizations, consents and approvals to own its assets and to carry on its business; (ii) it has full legal power and authority to enter into, execute, deliver and perform the terms of this Guaranty and the other Loan Documents to which it is a party, all of which have been duly authorized by all proper and necessary limited liability company action and are in full compliance with its organizational documents; and (iii) all representations and warranties relating to the "Guarantor" contained in the Term Loan Agreement are true and correct in all material respects, except to the extent such representations and warranties refer to or relate to (A) an earlier date, in which case they are true and correct as of such date, or (B) the Key-Person Policy, which is no longer a requirement under the Term Loan Agreement.

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

Section 10. Reserved

Section 11. Jurisdiction: Consent to Service of Process

(i) EACH PARTY TO THIS GUARANTEE HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS 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 GUARANTEE OR THE OTHER LOAN DOCUMENTS, 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 COURT 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 GUARANTEE SHALL AFFECT ANY RIGHT THAT THE BANK MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTEE OR THE OTHER LOAN DOCUMENTS AGAINST THE GUARANTOR OR IN THE COURTS OF ANY JURISDICTION.

(ii) EACH PARTY TO THIS GUARANTEE 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 GUARANTEE OR THE OTHER LOAN DOCUMENTS IN ANY COURT REFERRED TO IN PARAGRAPH (a) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

Section 12. **WAIVER OF JURY TRIAL**

EACH OF THE BANK AND THE GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREIN. FURTHER, THE GUARANTOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE BANK, OR COUNSEL TO THE BANK, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. THE GUARANTOR ACKNOWLEDGES THAT THE BANK HAS BEEN INDUCED TO ENTER INTO THIS GUARANTEE BY, *INTER ALIA*, THE PROVISIONS OF THIS SECTION 12.

Section 13. **Integration**

This Guarantee embodies the entire agreement and understanding between the Guarantor and the Bank with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Guarantor and the Bank with respect to the subject matter hereof.

[Signature page follows]

IN WITNESS WHEREOF the Guarantor has caused this Guarantee to be duly executed and delivered as of the date first above written.

**THE ONE GROUP HOSPITALITY, INC.**

By: \_\_

Name: Samuel Goldfinger

Title: Chief Financial Officer

Address:

411 West 14th Street, 3rd Floor

New York, New York 10014

Attention: Jonathan Segal, CEO

Telecopier No.: 212-255-9715

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## EXHIBIT C

### FORM OF FOURTH AMENDED AND RESTATED SECURITY AGREEMENT

**FOURTH AMENDED AND RESTATED SECURITY AGREEMENT**, dated as of December 17, 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, **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, **WSATOG (MIAMI) LLC**, a Delaware limited liability company and **STK WESTWOOD, LLC**, a California limited liability company (hereinafter referred to individually as an "Existing Borrower", and collectively, as the "Existing Borrowers") and **STK DENVER, LLC**, a Colorado limited liability company (hereinafter referred to as the "New Subsidiary"; the "Existing Borrowers and the New Subsidiary are hereinafter sometimes referred to individually as a "Borrower", and collectively, as the "Borrowers") and **BANKUNITED, N.A.**, (the "Bank").

The Existing Borrowers and certain of their affiliates 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 a Third Amended and Restated Security Agreement, dated as of October 31, 2014 (the "Existing Security Agreement").

The Borrowers and certain of their affiliates and the Bank are entering into a new Term Loan Agreement, dated as of the date hereof (as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, hereinafter referred to as the "Term Loan Agreement") pursuant to which, inter alia, the outstanding indebtedness of the Borrowers and certain of their affiliates to the Bank under the Existing Credit Agreement is being converted to a term loan thereunder and the New Subsidiary is being added as a Borrower thereunder.

It is a condition precedent to the effectiveness of the Term Loan Agreement and the obligation of the Bank to make the Loan to the Borrowers and certain of their affiliates thereunder that the Borrowers shall have executed and delivered this Security 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 Term Loan Agreement.

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(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 Loan, 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 and certain of their affiliates, the Guarantor or any other guarantor under the Term Loan Agreement and the other Loan Documents, or that are otherwise payable under the Term Loan Agreement or any other Loan Document, and (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of each Borrower and certain of their affiliates, the Guarantor or any other guarantor under or pursuant to the Term Loan 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 Term Loan 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 depositary bank with respect to each Deposit Account not maintained at the Bank pursuant to which the depositary 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 Term Loan Agreement, (iv) except as permitted hereby or by the Term Loan 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 Term Loan 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 Term Loan 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 the Loan 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 Term Loan 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 Term Loan 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 Term Loan 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 Term Loan 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 Term Loan 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 Term Loan 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 the 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 Term Loan 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 DENVER, LLC**

By: \_\_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

**STK-LA, LLC**

By: \_\_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

[Signatures Continued on Following Page]

**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

**STK WESTWOOD, LLC**

By: \_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

[Signatures Continued on Following Page]

**BANKUNITED, N.A.**

By: —

Name: Thomas F. Pergola

Title: Senior Vice President

Signature Page to The ONE Group Fourth Amended and Restated Security Agreement

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

On the 17th day of December 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.

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Notary Public

My Commission Expires:  
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**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 14<sup>th</sup> Street, 3<sup>rd</sup> 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 5<sup>th</sup> 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 14<sup>th</sup> Street, New York, New York  
10014
3. JEC II LLC; 1 Little West 12<sup>th</sup> Street, New York, New York  
10014
4. MPD Space Events, LLC; 26 Little West 12<sup>th</sup> Street, New York, New York  
10014
5. Little West 12th LLC; 26 Little West 12<sup>th</sup> Street, New York, New York  
10014
6. Basement Manager LLC; 26 Little West 12<sup>th</sup> Street, New York, New York  
10014
7. Asellina Marks LLC; 411 West 14<sup>th</sup> Street, 3<sup>rd</sup> 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

Subsidiary	Jurisdiction of Formation	Type of Organization	Ownership Interest
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 Denver, LLC	Colorado	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%
STK Westwood, LLC	California	Limited Liability Company	100%

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One 29 Park Management, LLC

NONE

STK – Las Vegas, LLC

NONE

STK Atlanta, LLC

NONE

STK Chicago LLC

NONE

STK Denver, 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

STK Westwood, 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 Denver, 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

STK Westwood, LLC

NONE

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**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.



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**Service Marks and Trademarks of THE ONE GROUP, LLC**

*Revised: 12/12/2014*

**UNITED STATES**

<b>PGC NO.</b>	<b>MARK</b>	<b>APPLICATION/REGISTRATION NO.</b>	<b>APPLICANT/REGISTRANT</b>	<b>(CLASS) GOODS AND/OR SERVICES</b>	<b>STATUS</b>
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) Bar and restaurant services; Cafe and restaurant services; Carry-out restaurants; Cocktail lounge services; Cocktail lounges; Providing of food and drink; Restaurants; Take-out restaurant services	Abandoned

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-014	SHHH	SN: 77/875,857 Filed: 11/18/09	The One Group LLC	(Class 43) Bar and restaurant services; Cafe and restaurant services; Carry-out restaurants; Cocktail lounge services; Cocktail lounges; Providing of food and drink; Restaurants; Take-out restaurant 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
915-017		SN: 85/109,741 Filed: 08/17/10	The One Group LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Bar services; Cafe and restaurant services; Cafes; Carry-out restaurants; Cocktail lounge services; Cocktail lounges; Providing of food and drink; Provision of food and drink in restaurants; Restaurants; Take-out restaurant services	Abandoned.
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

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-032-CHLD		SN: 85/976,398 Filed: 7/24/11	The ONE Group, LLC	(Class 43) Bar services; Bar and restaurant services	Abandoned.
915-036	 A GIRL'S GOTTA EAT. [STK OUT – A GIRL'S GOTTA EAT]	SN: 85/451,863 Filed: 10/20/11	The ONE Group, LLC	(Class 43) Bar services	Abandoned.
915-036-CHLD	 A GIRL'S GOTTA EAT. [STK OUT – A GIRL'S GOTTA EAT]	SN: 85/976,492 Filed: 10/20/11 RN: 4,234,247 Issued: 10/30/12	The ONE Group, LLC	(Class 43) Cafe 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; Serving food and drinks; Take-out restaurant services	8 & 15 due: 10/30/18 Renewal 8 & 9 due: 10/30/22

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR 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 <sup>th</sup> Ext, due: 1/17/15
915-039	MAGNUM MONDAY	SN: 85/562,378 Filed: 3/7/12	The One Group LLC	(Class 41) Night Clubs (Class 43) Bar Services; Café Services; Cocktail lounge services; Providing of food and drink; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Serving food and drinks	Abandoned.

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-041	MAGNUM MONDAY (Event Planning)	SN: 85/571,229 Filed: 3/16/12	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 special events for social entertainment purposes; Special event planning for social entertainment purposes	Abandoned.
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 2 <sup>nd</sup> Ext, due: 3/11/15
915-069	STK	SN: 86/229,587 Filed: 3/24/14  RN: 4,613,901 Issued: 9/30/14	The ONE Group LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs	8 & 15 due 09/30/20  8 & 9 due 09/30/24



PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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	Non-Final Action Issued: 10/7/14.  Res. Due: 4/7/15
916-002	FSH	SN: 78/698,929 filed 8/23/05	The One Group LLC	(Class 43) Bar services; Cafe-restaurants; Cafes; Restaurants.	Abandoned
916-003	SLD	SN: 78/698,932 filed 8/23/05	The One Group LLC	(Class 43) Bar services; Cafe-restaurants; Cafes; Restaurants.	Abandoned

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-007	PZZ	SN: 77/205,488 filed: 6/13/07	The One Group LLC	(Class 43) Cafe-restaurants; Carry-out restaurants; Restaurant and bar services; Restaurants; Self service restaurants	Abandoned
916-008	BRG	SN: 77/205,496 filed: 6/13/07	The One Group LLC	(Class 43) Cafe-restaurants; Carry-out restaurants; Restaurant and bar services; Restaurants; Self service restaurants	Abandoned
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
916-015	FSH	SN: 77/697,785 Filed: 3/24/09	The One Group LLC	(Class 43) Bar and restaurant services; Cafe-restaurants; Cafes; Cocktail lounges; Restaurants	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 12/12/14

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
916-031	TWENTY33	SN: 85/070,542 Filed: 6/24/09	The One Group LLC	(Class 41) Night clubs (Class 43) Bar services; Cocktail lounges; Preparation of food and beverages; Providing of food and drink; Restaurant services; Restaurants	Abandoned
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; Sport coats; Sports bra; Sweat bands; Sweat pants; Sweat shirts; Sweat shorts; Sweat suits; Sweaters; T-shirts; Tank tops; Ties; Underwear; Wrist bands	Abandoned as per client 10/02/14

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>	Abandoned as per client 10/02/14

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; Bathrobes; Beach shoes; Belts; Bottoms; Bow ties; Boxer shorts; Bras; Briefs; Caps; Coats; Flip flops; Footwear; Gloves; Halter tops; Hats; Head scarves; Head wear; Headwear; Hooded sweatshirts; Jackets; Leggings; Lingerie; Loungewear; Night shirts; Pajama bottoms; Pajamas; Panties; Pants; Rain wear; Raincoats; Rainwear; Sandal-clogs; Sandals; Scarves; Shirts; Shoes; Shorts; Skirts; Skorts; Sleepwear; Slipper socks; Slippers; Sneakers; Sweat bands; Sweat pants; Sweat shirts; Sweat suits; Swim suits; Swim wear; T-shirts; Tank tops; Ties; Tops; Underwear; Wristbands</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>	Abandoned as per client 10/02/14



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 3 <sup>rd</sup> Ext., Due: 3/24/15
916-050 (formerly 484-006)	THE ONE NEW YORK	SN: 78/528,391 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14

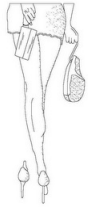
PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-051 (formerly 484-007)	THE ONE NEW ORLEANS	SN: 78/528,405 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14
916-052 (formerly 484-008)	THE ONE LAS VEGAS	SN:78/528,408 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14
916-053 (formerly 484-009)	THE ONE CHICAGO	SN: 78/528,416 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Abandoned as per client 11/18/14
916-054 (formerly 484-010)	THE ONE LOS ANGELES	SN: 78/528,424 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-055 (formerly 484-011)	THE ONE GROUP	SN: 78/528,430 filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Non-Final Action Issued: 11/20/14  Response due: 05/20/15
916-056 (formerly 484-018)	THE ONE MIAMI	SN:78/663,799 Filed 7/5/05	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14
916-057 (formerly 484-019)	THE ONE ATLANTIC CITY	SN:78/663,803 Filed 7/5/05	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-064	ONE LAS VEGAS	SN: 86/205,944 Filed: 02/27/14	The One Group LLC	(Class 035) Real estate marketing services in the field of condominiums and apartments  (Class 036) Real estate services, namely, condominium management services; Real estate services, namely, property management services for condominium associations, homeowner associations and apartment buildings	Pending  Resp to Non-Final Action filed: 12/03/14
916-065	ONE	SN: 86/206,041 Filed: 02/27/14	The One Group LLC	(Class 035) Real estate marketing services in the field of condominiums and apartments  (Class 036) Real estate services, namely, condominium management services; Real estate services, namely, property management services for condominium associations, homeowner associations and apartment buildings	Closed. Assigned to SH Group in Settlement of 916-075.

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-066	THE ONE	SN: 86/206,062 Filed: 02/27/14	The One Group LLC	(Class 035) Real estate marketing services in the field of condominiums and apartments  (Class 036) Real estate services, namely, condominium management services; Real estate services, namely, property management services for condominium associations, homeowner associations and apartment buildings	Pending  Response to (06/12/14) Non-Final Action filed 12/10/14
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

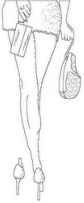

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-BR	STK	App. No. 904460550 Filed: 1/19/12	The ONE Group, LLC	(Class 43) Restaurants and bar services	Pending Published: 8/21/12




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 App published 09/17/14; Opposition period ends 11/16/14

# 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 Evidence. due 01/10/2015.
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.  Gouverneur's Reply Evidence was due: 07/21/2014.

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 4 <sup>th</sup> Ext. to file Declaration of Use.  Declaration of Use due: 06/30/15
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.  Gouverneur's deadlines to file Reply Evidence and request argument past: 09/22/2014.
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	Refused by CIPO based upon prior pending Gouverneur STK app. TOG's Resp due 02/14/15 or 1 <sup>st</sup> Ext of Time

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-063-CA	STK	SN: 1653383 Filed: 11/25/13	The ONE Group, LLC	Restaurant reservation services	Refused by CIPO based upon prior pending Gouverneur STK app. TOG's Res due: 02/15/2015
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.	Refused by CIPO based upon prior pending Gouverneur STK app. TOG's Res due: 02/05/2015
916-004-CA	FSH	1,271,580	The One Group LLC	Bar services; café-restaurants; cafes; restaurants.	Abandoned
916-005-CA	SLD	1,271,579	The One Group LLC	Bar services; café-restaurants; cafes; restaurants	Abandoned
916-007-CA	PZZ	SN:1,375,441 filed 12/10/07	The One Group LLC	Café-restaurants; carry-out restaurants; restaurant and bar services; restaurants; and self service restaurants.	Abandoned
916-008-CA	BRG	SN: 1,375,439 filed: 12/10/07	The One Group LLC	Café-restaurants; carry-out restaurants; restaurant and bar services; restaurants; and self service restaurants.	Abandoned

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.
916-031-CA	TWENTY33	SN: 1,508,472 Filed: 12/22/10	The One Group LLC	Night clubs; Cafe and restaurant services; Cafe-restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Abandoned


PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-033-CA	HERAEA	SN: 1578900 Filed: 5/23/12	The ONE Group, LLC	<p>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</p> <p>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</p>	<p>Notice of Allowance: 7/19/13</p> <p>Dec of Use Due: 5/23/15</p>

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-034-CA	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
916-038-CA	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	Notice of Allowance Issued: 9/5/14. Proof of Use Due: 1/30/16





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 <sup>st</sup> Report filed 07/09/14

# 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	Renewal due: 03/20/17
915-006- CTM		SN: 006900674 Filed: 05/09/08  RN: 006900674 Issued: 02/16/09	The ONE Group, LLC	(Class 43) Restaurants; Bar Services	Renewal due: 05/09/18

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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: 10/19/15  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: 12/13/15  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: 05/22/17  Renewal due: 01/09/22

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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.	Deadline to put mark in use: 05/28/17  Renewal due: 01/09/22
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: 06/23/19  Renewal due: 01/28/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069- CTM	STK	SN: 012913521 Filed: 05/27/14 Priority: 03/24/14  RN: 012913521 Issued: 10/8/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Deadline to put mark into use: 10/8/19  Renewal due: 05/27/2024
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.	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	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: 11/07/16  Renewal due: 06/06/21
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: 05/27/16  Renewal due: 12/21/20

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-033-CTM	HERAEA	RN: 010907831 Filed: 5/23/12 Issued: 10/18/12	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: 10/18/17  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	RN: 010907632 Filed: 5/23/12 Issued: 10/18/12	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: 10/18/17  Renewal due: 5/23/22

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-036-CTM	XISHI	RN: 011466968 Filed: 01/04/13 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: 05/16/18  Renewal due: 01/04/23

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-038- CTM	CUSINA ASELLINA	RN: 011152774 Filed: 8/30/12 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: 01/19/17  Renewal Due: 8/30/22
916-039- CTM	RHYTHM HOTEL	RN: 011574522 Filed: 02/14/13 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: 07/10/18  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	Reg No. (SN): 302881765 Reg Date (Filed): 01/28/14 Priority: 08/14/13  Cert. Issued: 07/17/14	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 beverages for consumption on and off the premises	Deadline to put mark in use: 07/17/17  Renewal Due: 01/27/24
915-069- HK	STK	Reg No.(SN): 303017015 Reg Date (Filed): 06/03/14 Priority: 03/24/14 Cert. Issued: 12/02/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Deadline to put mark in use: 12/02/17  Renewal Due: 06/03/24

# 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.	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  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.	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	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	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  RN: 511540 Issued: 4/21/14	The ONE Group, LLC	(Class 43) Bar services; restaurants	Deadline to put mark in use: 04/21/17  Renewal Due: 1/11/2023

## 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
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 filed.


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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  Published 08/10/14  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  Designated: CN	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  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  Renewal due: 4/11/21
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  Renewal due 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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 RN: 1206178 Filed: 05/05/14 Priority: 03/24/14 AU TM No. 1629374	The One Group LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Grant of Protection: 10/22/14  Deadline to put mark in use: 05/05/17  Renewal due: 05/05/24




## 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	Grant of Protection Decision: 11/11/13  Deadline to put mark in use: 11/11/16  Renewal due: 04/04/21
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  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  Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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
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 <sup>nd</sup> 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 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- 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  Renewal due: 4/4/21
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  Renewal due: 4/11/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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  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	Abandoned as per client 11/05/14
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
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



PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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
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  Published 11/17/14


## 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 BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13 NZ RN: 995423	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: 08/01/14  Deadline to put mark in use: 08/01/17  Renewal due: 01/27/24
915-069-NZ	STK	Int'l RN: 1206178 Filed: 05/05/14 Priority: 03/24/14 NZ RN: 999947	The One Group LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Grant of Protection: 11/06/14  Deadline to put mark in use: 11/06/17  Renewal due: 05/05/24

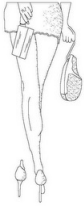
## NORWAY (Under Madrid)

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	Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-NO	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	Abandoned as per client 10/07/14
915-069-NO	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.	Opposition Period Ends 12/29/14 Renewal due: 05/05/24

### 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	Protection Granted: 11/20/14  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)

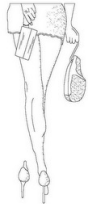
PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-SG	STK	Int'l RN: 1074024 Filed: 4/4/11 SG TM No. T1105980D	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Deadline to put mark in use: 7/14/16  Renewal due: 4/4/21
915-004-SG	NOT YOUR 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 SG TM No. T1405081F	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  Opposition period ends 11/12/14  Renewal due: 01/27/24



PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-SG	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  Opposition period ends 01/12/15  Renewal due: 05/05/24


## 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

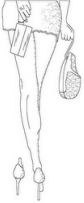
PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-006- CH		Reg. No. 1074818 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Restaurants; bar services	Deadline to put mark in use: 4/4/16  Renewal due 4/4/21
915-057- CH	REBEL BY STK	Int'l RN: 1197026 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- 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	Grant of Protection: 01/10/13  Deadline to put mark in use: 01/10/16  Renewal due: 4/4/21
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	Grant of Protection: 01/10/13  Deadline to put mark in use: 01/10/16  Renewal due: 4/11/21

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-006-TR		Reg. No. 1074818 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 01/10/13  Deadline to put mark in use: 01/10/16  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  Opposition period ends 11/12/14  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  Opposition period ends 12/12/14  Renewal due: 05/05/24

## 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.

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

Register of Copyrights, United States of America

Registration Number  
VA 1-821-022

Effective date of  
registration:  
July 2, 2012

## Title

Title of Work: Legs, Cleaver, Hook & Steak Picture

## Completion/Publication

Year of Completion: 2006

Date of 1st Publication: September 18, 2006

Nation of 1st Publication: United States

## Author

Author: Cynthia K. Cortes

Author Created: photograph(s)

Work made for hire: No

Citizen of: United States

Domiciled in: United States

## Copyright claimant

Copyright Claimant: The One Group LLC

411 West 14th Street, New York, NY, 10014, United States

Transfer Statement: By written agreement

## Rights and Permissions

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Woodbridge, NJ 07095 United States

## Certification

Name: Michael R. Gilman

Date: June 29, 2012

Applicant's Tracking Number: 915-001



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**EXHIBIT D-1**

**FORM OF AMENDED AND RESTATED PLEDGE AGREEMENT**

[SUBSIDIARY BORROWERS]

AMENDED AND RESTATED PLEDGE AGREEMENT, dated as of December 17, 2014, (this "Pledge Agreement"), by THE ONE GROUP, LLC, a Delaware limited liability company (the "Pledgor"), in favor of BANKUNITED (the "Bank").

Reference is made to the Credit Agreement, dated as of October 31, 2011, among the Pledgor, certain of its affiliates (collectively, the "Borrowers") and the Bank (as heretofore amended from time to time, the "Existing Credit Agreement") and in connection therewith, the Pledgor and the Bank entered into a Pledge Agreement, dated as of October 31, 2011 (the "Existing Pledge Agreement").

The Borrowers and the Bank are entering into a new Term Loan Agreement dated as of December 17, 2014 (as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, hereinafter referred to as the "Term Loan Agreement") pursuant to which, *inter alia*, the outstanding indebtedness of the Borrowers to the Bank under the Existing Credit Agreement is being converted to a term loan thereunder.

It is a condition precedent to the effectiveness of the Term Loan Agreement and the obligation of the Bank to make the Loan to the Borrowers thereunder that the Borrowers shall have executed and delivered this Pledge 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 Pledge:

Accordingly, the Pledgor hereby agrees as follows:

Section 1. Certain 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 Term Loan Agreement.

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

"Collateral": (i) the Pledged Equity, (ii) all additional equity interests of any issuer of the Pledged Equity from time to time acquired by the Pledgor in any manner, and any certificates representing such additional equity interests, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such equity interests; and (iii) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds that constitute property of the types described above).

"Pledged Equity": the equity interests described in Schedule I attached hereto and issued by the entities named therein, including, without limitation, all of the Pledgor's rights, privileges, authority and powers as a member of the issuer of the Pledged Equity, and any certificates representing the Pledged Equity, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Equity.

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**"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 Loan, 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 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 the Borrowers to the Bank or any Guarantor including under the Term Loan Agreement and the other Loan Documents, or that are otherwise payable under the Term Loan Agreement or any other Loan Document and (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrowers or any Guarantor to the Bank including under or pursuant to the Term Loan Agreement and the other Loan Documents.

Section 2. **Pledge**. As security for the payment or performance, as applicable, in full of the Obligations, the Pledgor hereby pledges to the Bank, and grants to the Bank a security interest in, the Collateral.

Section 3. **Delivery of Collateral**. All certificates or instruments representing or evidencing the Collateral, if any, shall be delivered to and held by or on behalf of the Bank pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Bank. After an Event of Default has occurred, the Pledgor shall cause any issuer of the Pledged Equity that constitutes uncertificated securities to (a) register transfer of each item of Pledged Equity in the name of the Bank and (b) deliver to the Bank by telecopy a certified copy of the then current register of equity-holders in such issuer, with such transfer and other pledges of equity duly noted. The Bank shall have the right, at any time after an Event of Default has occurred and is continuing, in its discretion and upon notice to the Pledgor, to transfer to or to register in the name of the Bank or any of its nominees any or all of the Collateral. In addition, the Bank shall have the right at any time an Event of Default has occurred and is continuing to exchange certificates or instruments representing or evidencing Collateral for certificates or instruments of smaller or larger denominations.

Section 4. **Representations and Warranties**. The Pledgor represents and warrants as follows:

(a) The Pledgor is the legal and beneficial owner of the Collateral referred to on Schedule I free and clear of any lien, security interest, option or other charge or encumbrance except for the security interest created by this Pledge Agreement.

(b) The Pledged Equity has been duly authorized and validly issued and is fully paid and non-assessable. There are no outstanding subscriptions, options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements providing for the purchase, issuance or sale of any equity interest in any issuer of the Pledged Equity.

(c) The pledge of the Pledged Equity pursuant to this Pledge Agreement creates a valid and perfected first priority security interest in the Collateral, securing the payment of the Obligations.

(d) The Pledgor is duly organized and validly existing in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to own its Property and to carry on its business as now conducted, and is in good standing and authorized to do business in each

jurisdiction in which the nature of the business conducted therein or the Property owned by it therein makes such qualification necessary, except where such failure to qualify could not reasonably be expected to have a Material Adverse Effect.

(e) The Pledgor has full legal power and authority to enter into, execute, deliver and perform the terms of this Pledge Agreement which has been duly authorized by all proper and necessary limited liability company action and is in full compliance with its certificate of formation and operating agreement. The Pledgor has duly executed and delivered this Pledge Agreement.

(f) This Pledge Agreement constitutes the valid and legally binding obligation of the Pledgor, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity (whether considered in an action at law or in equity).

(g) No consent of any other person or entity and no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (i) for the pledge by the Pledgor of the Collateral pursuant to this Pledge Agreement or for the execution, delivery or performance of this Pledge Agreement by the Pledgor, (ii) for the perfection or maintenance of the security interest hereby, including the first priority nature of such security interest (except for the filing of a financing statement in the appropriate public office necessary to perfect the security interest granted pursuant hereto) or (iii) for the exercise by the Bank of the voting or other rights provided for in this Pledge Agreement or the remedies in respect of the Collateral pursuant to this Pledge Agreement (except as may be required in connection with any disposition of any portion of the Collateral by laws affecting the offering and sale of securities generally).

(h) The Pledged Equity constitutes the percentage of the issued and outstanding equity interests of the issuer thereof indicated on Schedule I.

(i) The Pledgor has, independently and without reliance upon the Bank and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Pledge Agreement.

Section 5. Further Assurances. The Pledgor shall at any time and from time to time, at the expense of the Borrowers, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Bank may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

Section 6. Voting Rights; Dividends; Etc.

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

(i) The Pledgor 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 Pledge Agreement and the other Loan Documents; provided that the Pledgor shall not exercise or refrain from exercising any such right without the prior written consent of the Bank if such action 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 Pledgor shall be entitled to receive and retain any and all dividends or other distributions paid in respect of the Collateral to the extent not prohibited by this Pledge Agreement or the other Loan Documents, provided that any and all (A) dividends or other distributions paid or payable other than in cash in respect of, and instruments and other Property received, receivable or otherwise distributed in respect of, or in exchange for, any 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 be forthwith delivered to the Bank to be held as, Collateral and shall, if received by the Pledgor, be received in trust for the benefit of the Bank, be segregated from the other property of the Pledgor, 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 Pledgor, at the Borrowers' expense, all such proxies and other instruments as the Pledgor may reasonably request for the purpose of enabling the Pledgor to exercise the voting and other rights which they are entitled to exercise pursuant to paragraph (i) above and to receive the dividends which it is authorized to receive and retain pursuant to paragraph (ii) above.

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

(i) All rights of the Pledgor 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 written notice to the Pledgor by the Bank, cease and (B) receive the dividends 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 sole right, but not the obligation, to exercise such voting and other consensual rights and to receive and hold as Collateral such dividends and distributions.

(ii) All dividends and other distributions which are received by the Pledgor contrary to the provisions of paragraph (i) of this Section 6(b) shall be received in trust for the benefit of the Bank, shall be segregated from other funds of the Pledgor 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 Pledgor 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 pledge agreements similar to this Pledge Agreement.

#### Section 7. Transfers and Other Liens: Additional Shares.

(a) Except as expressly permitted by the Term Loan Agreement, the Pledgor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, or (ii) create or permit to exist any lien, security interest, option or other charge or encumbrance upon or with respect to any of the Collateral, except for the security interest under this Pledge Agreement.

(b) The Pledgor shall (i) cause the issuer of the Pledged Equity not to issue any equity interests or other securities in addition to or in substitution for the Pledged Equity, except to the Pledgor and (ii) pledge hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all additional equity interests or other securities of the issuer of the Pledged Equity.

Section 8. The Bank Appointed Attorney-in-Fact. The Pledgor hereby appoints the Bank the Pledgor's attorney-in-fact, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to 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 Pledge Agreement, including, without limitation, to receive, indorse and collect all instruments made payable to the Pledgor representing any dividend 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 8 constitute a power coupled with an interest which shall be irrevocable by the Pledgor and shall survive until all of the Obligations have been indefeasibly paid in full in cash.

Section 9. The Bank May Perform. If the Pledgor fails to perform any agreement contained herein, the Bank, ten days after notice to the Pledgor (except that no notice shall be required upon and during the continuance of an Event of Default), 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 13.

Section 10. The Bank's Duties. 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, as to ascertaining or taking action with respect to calls, conversions, exchanges, tenders or other matters relative to any Collateral, whether or not the Bank has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Bank accords its own property.

Section 11. Remedies upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Bank may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of New York at that time (the "UCC") (whether or not the UCC applies to the affected Collateral), and may also, without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Bank's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Bank may deem commercially reasonable. The Bank agrees to the extent notice of sale shall be required by law, to provide at least 10 days' prior written notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made, and Pledgor agrees that such 10 day notice shall constitute reasonable notification. The Bank shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by the Bank as Collateral and all cash proceeds received by the Bank in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in accordance with Section 8 of the Security Agreement.

Section 12. Securities Laws.

In view of the position of the Pledgor in relation to the Pledged Equity, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal securities laws") with respect to any disposition of the Pledged Equity permitted hereunder. The Pledgor understands that compliance with the Federal securities laws might very strictly limit the course of conduct of the Bank if the Bank were to attempt to dispose of all or any part of the Pledged Equity, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Equity could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Bank in any attempt to dispose of all or part of the Pledged Equity under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. The Pledgor recognizes that in light of such restrictions and limitations the Bank may, with respect to any sale of the Pledged Equity, limit the purchasers to those who will agree, among other things, to acquire such Pledged Equity for their own account, for investment, and not with a view to the distribution or resale thereof. The Pledgor acknowledges and agrees that in light of such restrictions and limitations, the Bank, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Equity, or any part thereof, shall have been filed under the Federal securities laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. The Pledgor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Bank shall incur no responsibility or liability for selling all or any part of the Pledged Equity at a price that the Bank, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 12 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Bank sells.

Section 13. Expenses. The Borrowers will upon demand pay to the Bank the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Bank may incur in connection with (a) the administration of this Pledge Agreement, (b) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (c) the exercise or enforcement of any of the rights of the Bank hereunder or (d) the failure by the Pledgor to perform or observe any of the provisions hereof.

Section 14. Security Interest Absolute. The obligations of the Pledgor under this Pledge Agreement are independent of the Obligations, and a separate action or actions may be brought and prosecuted against the Pledgor to enforce this Pledge Agreement, irrespective of whether any action is brought against the Borrowers under the Term Loan Agreement or against any guarantor of the Obligations or whether the Borrowers or any guarantor of the Obligations is joined in any such action or actions. All rights of the Bank and security interests hereunder, and all obligations of the Pledgor hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Term Loan Agreement, the Notes, any other Loan Document or any other agreement or instrument relating thereto;

(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 Term Loan Agreement or any other Loan Document, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to the Borrowers or any of its Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other Collateral, or any taking, release or amendment or waiver of or consent to departure from any guarantee, for all or any of the Obligations;

(d) any manner of application of Collateral, or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any Collateral for all or any of the Obligations or any other assets of the Borrowers or any of its Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrowers or any of its Subsidiaries; or

(f) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Borrowers or a third-party pledgor.

Section 15. Amendments, Etc. No amendment or waiver of any provision of this Pledge Agreement, and no consent to any departure by the Pledgor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 16. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing and given as provided in Section 8.1 of the Term Loan Agreement.

Section 17. Continuing Security Interest Assignments under Term Loan Agreement. This Pledge Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the later of (i) the payment in full of the Obligations and all other amounts payable under this Pledge Agreement and (ii) the expiration or termination of the Commitment, (b) be binding upon the Pledgor, its successors and assigns, and (c) inure to the benefit of, and be enforceable by, the Bank and its successors, transferees and assigns. Upon the later of the payment in full of the Obligations and all other amounts payable under this Pledge 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 Pledgor. Upon any such termination, the Bank will, at the Borrowers' expense, return to the Pledgor such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination.

Section 18. Governing Law. THIS PLEDGE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 19. Survival of Agreement; Severability.

(a) All covenants, agreements, representations and warranties made by the Pledgor and the Borrowers herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Pledge 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 Document and the making of the Loan, regardless of any investigation made by the Credit Parties or on their behalf, and shall continue in full force and effect until this Pledge Agreement shall terminate.

(b) In the event any one or more of the provisions contained in this Pledge Agreement or in 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 and 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 20. Counterparts. This Pledge 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. Delivery of an executed counterpart of this Pledge Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Pledge Agreement.

Section 21. Principles of Construction. The principles of construction specified in Section 1.2 of the Term Loan Agreement shall be applicable to this Pledge Agreement.

Section 22. Jurisdiction; Consent to Service of Process.

(a) Each party 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 Pledge Agreement or the other Loan Documents, 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 Pledge Agreement shall affect any right that any party hereto may otherwise have to bring any action or proceeding relating to this Pledge Agreement or the other Loan Documents in the courts of any jurisdiction.

(b) 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 Pledge Agreement or the other Loan Documents in any court referred to in Section 22(a). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.



(c) Each party to this Pledge Agreement irrevocably consents to service of process in the manner provided for notices in Section 16. Nothing in this Pledge Agreement will affect the right of any party to this Pledge Agreement to serve process in any other manner permitted by law.

Section 23. 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 PLEDGE AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY 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 PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS PLEDGE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 23.

Section 24. Certain Terms. Unless otherwise defined herein or in the Term Loan Agreement, terms defined in Article 9 of the UCC are used herein as therein defined.

Section 25. Headings. Section headings used herein are for convenience of reference only, are not part of this Pledge Agreement and are not to affect the construction of, or be taken into consideration in interpreting, this Pledge Agreement.

Section 26. Amendment and Restatement. This Pledge Agreement shall constitute an amendment and restatement of all of the terms and conditions of the Existing Pledge Agreement. The parties hereto acknowledge and agree that (a) this Pledge Agreement does not constitute a novation or termination of the Pledgor's obligations under the Existing Pledge 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 Pledge Agreement and (c) the liens and security interests as granted under the Existing Pledge Agreement are in all respects continuing and in full force and effect and secure the payment of the Obligations.

[Signature pages follow.]

**IN WITNESS WHEREOF**, the Pledgor has executed and delivered this Pledge Agreement as of the date first above written.

**THE ONE GROUP, LLC**

By: \_\_\_\_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

ACCEPTED AND AGREED TO:

BANKUNITED, N.A.

By: \_\_\_\_\_  
Name: Thomas F. Pergola  
Title: Senior Vice President

**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 DENVER, 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

**STK WESTWOOD, LLC**

By: \_\_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

**SCHEDULE I**

<u>Issuer</u>	<u>Type of Entity</u>	<u>Type of Equity Interest</u>	<u>Certificate Number</u>	<u>Number of Shares</u>	<u>Percentage of Issued and Outstanding Shares</u>
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 Denver, LLC	Colorado 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%
STK Midtown, LLC	New York Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%

<u>Issuer</u>	<u>Type of Entity</u>	<u>Type of Equity Interest</u>	<u>Certificate Number</u>	<u>Number of Shares</u>	<u>Percentage of Issued and Outstanding Shares</u>
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%
STK Westwood, LLC	California Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%

**EXHIBIT D-2**

**AMENDED AND RESTATED PLEDGE AGREEMENT**

[THE ONE GROUP, LLC / THE ONE GROUP HOSPITALITY, INC.]

**AMENDED AND RESTATED PLEDGE AGREEMENT**, dated as of December 17, 2014 (this "Pledge Agreement"), by **THE ONE GROUP HOSPITALITY, INC.**, a Delaware corporation, formerly known as Committed Capital Acquisition Corporation (the "Pledgor"), in favor of **BANKUNITED, N.A.** (the "Bank").

Reference is made to the Credit Agreement, dated as of October 31, 2011, among The ONE Group, LLC, certain of its affiliates (collectively, the "Borrowers") and the Bank (as heretofore amended from time to time, the "Existing Credit Agreement") and in connection therewith, the Pledgor and the Bank entered into a Pledge Agreement, dated as of October 25, 2013 (the "Existing Pledge Agreement").

The Borrowers and the Bank are entering into a new Term Loan Agreement dated as of December 17, 2014 (as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, hereinafter referred to as the "Term Loan Agreement") pursuant to which, inter alia, the outstanding indebtedness of the Borrowers to the Bank under the Existing Credit Agreement is being converted to a term loan thereunder.

It is a condition precedent to the effectiveness of the Term Loan Agreement and the obligation of the Bank to make the Loan to the Borrowers thereunder that the Borrowers shall have executed and delivered this Pledge 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 Pledge:

Accordingly, the Pledgor hereby agrees as follows:

Section 1. Certain 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 Term Loan Agreement.

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

"Collateral": (i) the Pledged Equity, (ii) all additional equity interests of any issuer of the Pledged Equity from time to time acquired by the Pledgor in any manner, and any certificates representing such additional equity interests, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such equity interests; and (iii) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds that constitute property of the types described above).

"Pledged Equity": the equity interests described in Schedule I attached hereto and issued by the entities named therein, including, without limitation, all of the Pledgor's rights, privileges, authority and powers as a member of the issuer of the Pledged Equity, and any certificates representing the Pledged

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Equity, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Equity.

**"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 Loan, 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 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 the Borrowers to the Bank or any Guarantor including under the Term Loan Agreement and the other Loan Documents, or that are otherwise payable under the Term Loan Agreement or any other Loan Document and (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrowers or any Guarantor to the Bank including under or pursuant to the Term Loan Agreement and the other Loan Documents.

Section 2. **Pledge**. As security for the payment or performance, as applicable, in full of the Obligations, the Pledgor hereby pledges to the Bank, and grants to the Bank a security interest in, the Collateral.

Section 3. **Delivery of Collateral**. All certificates or instruments representing or evidencing the Collateral, if any, shall be delivered to and held by or on behalf of the Bank pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Bank. After an Event of Default has occurred, the Pledgor shall cause any issuer of the Pledged Equity that constitutes uncertificated securities to (a) register transfer of each item of Pledged Equity in the name of the Bank and (b) deliver to the Bank by telecopy a certified copy of the then current register of equity-holders in such issuer, with such transfer and other pledges of equity duly noted. The Bank shall have the right, at any time after an Event of Default has occurred and is continuing, in its discretion and upon notice to the Pledgor, to transfer to or to register in the name of the Bank or any of its nominees any or all of the Collateral. In addition, the Bank shall have the right at any time an Event of Default has occurred and is continuing to exchange certificates or instruments representing or evidencing Collateral for certificates or instruments of smaller or larger denominations.

Section 4. **Representations and Warranties**. The Pledgor represents and warrants as follows:

(a) The Pledgor is the legal and beneficial owner of the Collateral referred to on Schedule I free and clear of any lien, security interest, option or other charge or encumbrance except for the security interest created by this Pledge Agreement.

(b) The Pledged Equity has been duly authorized and validly issued and is fully paid and non-assessable. There are no outstanding subscriptions, options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements providing for the purchase, issuance or sale of any equity interest in any issuer of the Pledged Equity.

(c) The pledge of the Pledged Equity pursuant to this Pledge Agreement creates a valid and perfected first priority security interest in the Collateral, securing the payment of the Obligations.



(d) The Pledgor is duly organized and validly existing in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to own its Property and to carry on its business as now conducted, and is in good standing and authorized to do business in each jurisdiction in which the nature of the business conducted therein or the Property owned by it therein makes such qualification necessary, except where such failure to qualify could not reasonably be expected to have a Material Adverse Effect.

(e) The Pledgor has full legal power and authority to enter into, execute, deliver and perform the terms of this Pledge Agreement which has been duly authorized by all proper and necessary corporate action and is in full compliance with its certificate of incorporation and by-laws. The Pledgor has duly executed and delivered this Pledge Agreement.

(f) This Pledge Agreement constitutes the valid and legally binding obligation of the Pledgor, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity (whether considered in an action at law or in equity).

(g) No consent of any other person or entity and no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (i) for the pledge by the Pledgor of the Collateral pursuant to this Pledge Agreement or for the execution, delivery or performance of this Pledge Agreement by the Pledgor, (ii) for the perfection or maintenance of the security interest hereby, including the first priority nature of such security interest (except for the filing of a financing statement in the appropriate public office necessary to perfect the security interest granted pursuant hereto) or (iii) for the exercise by the Bank of the voting or other rights provided for in this Pledge Agreement or the remedies in respect of the Collateral pursuant to this Pledge Agreement (except as may be required in connection with any disposition of any portion of the Collateral by laws affecting the offering and sale of securities generally).

(h) The Pledged Equity constitutes the percentage of the issued and outstanding equity interests of the issuer thereof with respect to the Pledgor indicated on Schedule I.

(i) The Pledgor has, independently and without reliance upon the Bank and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Pledge Agreement.

Section 5. Further Assurances. The Pledgor shall at any time and from time to time, at the expense of the Borrowers, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Bank may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

Section 6. Voting Rights; Dividends; Etc.

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

(i) The Pledgor 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 Pledge Agreement and the other Loan Documents; provided that the Pledgor shall not exercise or refrain from exercising any such right without the prior written consent of the Bank if such action

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 Pledgor shall be entitled to receive and retain any and all dividends or other distributions paid in respect of the Collateral to the extent not prohibited by this Pledge Agreement or the other Loan Documents, provided that any and all (A) dividends or other distributions paid or payable other than in cash in respect of, and instruments and other Property received, receivable or otherwise distributed in respect of, or in exchange for, any 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 be forthwith delivered to the Bank to be held as, Collateral and shall, if received by the Pledgor, be received in trust for the benefit of the Bank, be segregated from the other property of the Pledgor, 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 Pledgor, at the Borrowers' expense, all such proxies and other instruments as the Pledgor may reasonably request for the purpose of enabling the Pledgor to exercise the voting and other rights which they are entitled to exercise pursuant to paragraph (i) above and to receive the dividends which it is authorized to receive and retain pursuant to paragraph (ii) above.

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

(i) All rights of the Pledgor 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 written notice to the Pledgor by the Bank, cease and (B) receive the dividends 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 sole right, but not the obligation, to exercise such voting and other consensual rights and to receive and hold as Collateral such dividends and distributions.

(ii) All dividends and other distributions which are received by the Pledgor contrary to the provisions of paragraph (i) of this Section 6(b) shall be received in trust for the benefit of the Bank, shall be segregated from other funds of the Pledgor 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 Pledgor 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 pledge agreements similar to this Pledge Agreement.

Section 7. Transfers and Other Liens: Additional Shares.

(a) Except as expressly permitted by the Term Loan Agreement, the Pledgor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral if the same would constitute a Change in Control, or (ii) create or permit to

exist any lien, security interest, option or other charge or encumbrance upon or with respect to any of the Collateral, except for the security interest under this Pledge Agreement.

(b) The Pledgor shall (i) cause the issuer of the Pledged Equity not to issue any equity interests or other securities in addition to or in substitution for the Pledged Equity, except to the Pledgor and (ii) pledge hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all additional equity interests or other securities of the issuer of the Pledged Equity.

Section 8. The Bank Appointed Attorney-in-Fact. The Pledgor hereby appoints the Bank the Pledgor's attorney-in-fact, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to 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 Pledge Agreement, including, without limitation, to receive, indorse and collect all instruments made payable to the Pledgor representing any dividend 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 8 constitute a power coupled with an interest which shall be irrevocable by the Pledgor and shall survive until all of the Obligations have been indefeasibly paid in full in cash.

Section 9. The Bank May Perform. If the Pledgor fails to perform any agreement contained herein, the Bank, ten days after notice to the Pledgor (except that no notice shall be required upon and during the continuance of an Event of Default), 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 13.

Section 10. The Bank's Duties. 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, as to ascertaining or taking action with respect to calls, conversions, exchanges, tenders or other matters relative to any Collateral, whether or not the Bank has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Bank accords its own property.

Section 11. Remedies upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Bank may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of New York at that time (the "UCC") (whether or not the UCC applies to the affected Collateral), and may also, without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Bank's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Bank may deem commercially reasonable. The Bank agrees to the extent notice of sale shall be required by law, to provide at least 10 days' prior written notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made, and Pledgor agrees that such 10 day notice shall constitute reasonable notification. The Bank shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Bank may adjourn any public or

private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by the Bank as Collateral and all cash proceeds received by the Bank in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in accordance with Section 8 of the Security Agreement.

Section 12. Securities Laws.

In view of the position of the Pledgor in relation to the Pledged Equity, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal securities laws") with respect to any disposition of the Pledged Equity permitted hereunder. The Pledgor understands that compliance with the Federal securities laws might very strictly limit the course of conduct of the Bank if the Bank were to attempt to dispose of all or any part of the Pledged Equity, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Equity could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Bank in any attempt to dispose of all or part of the Pledged Equity under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. The Pledgor recognizes that in light of such restrictions and limitations the Bank may, with respect to any sale of the Pledged Equity, limit the purchasers to those who will agree, among other things, to acquire such Pledged Equity for their own account, for investment, and not with a view to the distribution or resale thereof. The Pledgor acknowledges and agrees that in light of such restrictions and limitations, the Bank, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Equity, or any part thereof, shall have been filed under the Federal securities laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. The Pledgor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Bank shall incur no responsibility or liability for selling all or any part of the Pledged Equity at a price that the Bank, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 12 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Bank sells.

Section 13. Expenses. The Borrowers will upon demand pay to the Bank the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Bank may incur in connection with (a) the administration of this Pledge Agreement, (b) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (c) the exercise or enforcement of any of the rights of the Bank hereunder or (d) the failure by the Pledgor to perform or observe any of the provisions hereof.

Section 14. Security Interest Absolute. The obligations of the Pledgor under this Pledge Agreement are independent of the Obligations, and a separate action or actions may be brought and prosecuted against the Pledgor to enforce this Pledge Agreement, irrespective of whether any action is brought against the Borrowers under the Term Loan Agreement or against any guarantor of the Obligations or whether the Borrowers or any guarantor of the Obligations is joined in any such action or actions. All rights of the Bank and security interests hereunder, and all obligations of the Pledgor hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Term Loan Agreement, the Notes, any other Loan Document or any other agreement or instrument relating thereto;

(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 Term Loan Agreement or any other Loan Document, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to the Borrowers or any of its Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other Collateral, or any taking, release or amendment or waiver of or consent to departure from any guarantee, for all or any of the Obligations;

(d) any manner of application of Collateral, or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any Collateral for all or any of the Obligations or any other assets of the Borrowers or any of its Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrowers or any of its Subsidiaries; or

(f) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Borrowers or a third-party pledgor.

Section 15. Amendments, Etc. No amendment or waiver of any provision of this Pledge Agreement, and no consent to any departure by the Pledgor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 16. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing and given as provided in Section 8.1 of the Term Loan Agreement, to the address of the Pledgor set forth on the signature page hereto or to such other addresses as to which the Bank may be hereafter notified by the Pledgor.

Section 17. Continuing Security Interest Assignments under Term Loan Agreement. This Pledge Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the later of (i) the payment in full of the Obligations and all other amounts payable under this Pledge Agreement and (ii) the expiration or termination of the Commitment, (b) be binding upon the Pledgor, its successors and assigns, and (c) inure to the benefit of, and be enforceable by, the Bank and its successors, transferees and assigns. Upon the later of the payment in full of the Obligations and all other amounts payable under this Pledge 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 Pledgor. Upon any such termination, the Bank will, at the Borrowers' expense, return to the Pledgor such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination.

Section 18. Governing Law. THIS PLEDGE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 19. Survival of Agreement; Severability.

(a) All covenants, agreements, representations and warranties made by the Pledgor and the Borrowers herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Pledge 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 Document and the making of the Loan, regardless of any investigation made by the Credit Parties or on their behalf, and shall continue in full force and effect until this Pledge Agreement shall terminate.

(b) In the event any one or more of the provisions contained in this Pledge Agreement or in 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 and 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 20. Counterparts. This Pledge 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. Delivery of an executed counterpart of this Pledge Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Pledge Agreement.

Section 21. Principles of Construction. The principles of construction specified in Section 1.2 of the Term Loan Agreement shall be applicable to this Pledge Agreement.

Section 22. Jurisdiction; Consent to Service of Process.

(a) Each party 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 Pledge Agreement or the other Loan Documents, 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 Pledge Agreement shall affect any right that any party hereto may otherwise have to bring any action or proceeding relating to this Pledge Agreement or the other Loan Documents in the courts of any jurisdiction.

(b) 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 Pledge Agreement or the other Loan Documents in any court referred to in Section 22(a). Each of the parties hereto hereby irrevocably

waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Pledge Agreement irrevocably consents to service of process in the manner provided for notices in Section 16. Nothing in this Pledge Agreement will affect the right of any party to this Pledge Agreement to serve process in any other manner permitted by law.

Section 23. 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 PLEDGE AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY 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 PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS PLEDGE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 23.

Section 24. Certain Terms. Unless otherwise defined herein or in the Term Loan Agreement, terms defined in Article 9 of the UCC are used herein as therein defined.

Section 25. Headings. Section headings used herein are for convenience of reference only, are not part of this Pledge Agreement and are not to affect the construction of, or be taken into consideration in interpreting, this Pledge Agreement.

Section 26. Amendment and Restatement. This Pledge Agreement shall constitute an amendment and restatement of all of the terms and conditions of the Existing Pledge Agreement. The parties hereto acknowledge and agree that (a) this Pledge Agreement does not constitute a novation or termination of the Pledgor's obligations under the Existing Pledge 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 Pledge Agreement and (c) the liens and security interests as granted under the Existing Pledge Agreement are in all respects continuing and in full force and effect and secure the payment of the Obligations.

[Signature pages follow.]

**IN WITNESS WHEREOF**, the Pledgor has executed and delivered this Pledge Agreement as of the date first above written.

**THE ONE GROUP HOSPITALITY, INC.**

By: \_\_\_\_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

Address:

411 West 14th Street, 3rd Floor  
New York, New York 10014  
Attention: Jonathan Segal, CEO  
Telecopier No.: 212-255-9715

ACCEPTED AND AGREED TO:

**BANKUNITED, N.A.**

By: \_\_  
Name: Thomas F. Pergola  
Title: Senior Vice President

**THE ONE GROUP, LLC**

By: \_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer



**SCHEDULE I**

<u>Pledgor</u>	<u>Issuer</u>	<u>Type of Entity</u>	<u>Type of Equity Interest</u>	<u>Certificate Number</u>	<u>Number of Shares</u>	<u>Percentage of Issued and Outstanding Shares/Membership Interests</u>
The ONE Group Hospitality, Inc.	The ONE Group, LLC	Delaware Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%

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**EXHIBIT E**

**FORM OF COMPLIANCE CERTIFICATE**

\_\_\_\_\_, 201\_

TO: BankUnited, N.A.  
623 Fifth Avenue  
11<sup>th</sup> Floor  
New York, New York 10022  
Attention: Thomas Pergola  
Senior Vice President

The undersigned, the Chief Financial Officer of each of One 29 Park Management, LLC, STK-LAS Vegas, LLC, STK Atlanta, LLC, CA Aldwych Limited, HIP Hospitality Limited, STK Chicago LLC, STK Denver, 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 STK Westwood, LLC (collectively, the "Borrowers"), delivers this certificate to BANKUNITED, N.A ("Bank") in accordance with the requirements of Section 5.1(b) of the Term Loan Agreement dated as of December 17, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Borrowers and Bank. Capitalized terms used in this Certificate, unless otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement.

(1) Based upon my review of the consolidated balance sheet and statements of income, members' equity and cash flows of Borrowers as of the last day of the fiscal quarter ending September 30, 2014, copies of which are attached hereto, I hereby certify that:

I. Adjusted Tangible Net Worth with respect to The ONE Group and its Subsidiaries on a consolidated basis (§5.6(a)), as of the last day of the fiscal quarter set forth above:

(A) Net Worth \$ \_\_\_\_\_

(B) Plus without duplication, to the extent deducted in the calculation of capital surplus in clause (A) above, any derivative liability of The ONE Group Hospitality associated with stock warrants issued by it \$ \_\_\_\_\_

(C) Less intangible assets, including

(i) all notes receivable from officers, members, Affiliates, and other related parties \$ \_\_\_\_\_

(ii) goodwill, franchise, licenses, patents, trademarks, trade names, copyrights and brand names \$ \_\_\_\_\_

(iii) all other intangible assets \$ \_\_\_\_\_

(iv) Total intangible assets (lines C(i) through C(iii)) \$ \_\_\_\_\_

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(D) Adjusted Tangible Net Worth (lines A + B - C(iv)) \$\_\_\_\_\_

Requirement: Minimum of \$15,000,000 of Adjusted Tangible Net Worth

Compliance: Yes \_\_\_ No \_\_\_

II. Debt Service Coverage Ratio with respect to Borrowers on a consolidated basis (§5.6(b)), for the four calendar quarters ending on the last day of the fiscal quarter set forth above::

(A) Adjusted EBITDA

- (i) Consolidated Net income \$\_\_\_\_\_
- (ii) Plus Interest Expense \$\_\_\_\_\_
- (iii) Plus income tax expense \$\_\_\_\_\_
- (iv) Plus depreciation, amortization and other non-cash charges, including deferred rent and pre-opening expenses (up to \$500,000) \$\_\_\_\_\_
- (v) Minus extraordinary gains from, sales, exchanges and other dispositions, including distributions to members \$\_\_\_\_\_
- (vi) Plus certain non-recurring items incurred in 2013 (as defined in the Credit Agreement) \$\_\_\_\_\_
- (vii) Minus Adjusted EBITDA attributable to non-controlling interest entities \$\_\_\_\_\_
- (viii) Lines A(i) through line A(vii) \$\_\_\_\_\_

(B) Total Debt Service

- (i) Interest Expense \$\_\_\_\_\_
- (ii) Plus Current maturities of Long Term Debt \$\_\_\_\_\_
- (iii) Line B(i) plus line B(ii) \$\_\_\_\_\_

(C) Debt Service Coverage Ratio (line A(viii)

divided by line B(iii)) \_\_\_\_\_

Requirement: Minimum of 1.25:1.00

Compliance: Yes \_\_\_ No \_\_\_



(2) No Default has occurred during the period covered hereby or exists on the date hereof, other than:

—

(if none, so state);

(3) No Event of Default has occurred during the period covered hereby or exists on the date hereof, other than:

—

(if none, so state); and

(4) The representations and warranties contained in the Credit Agreement are true and correct in all material respects as of the date hereof (except to the extent such representations and warranties specifically relate to an earlier date).

[Signature Page to Follow]

The ONE Group Compliance Certificate Signature Page

---

Given this \_\_\_\_\_ 201\_.

**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

**CA ALDWYCH LIMITED**

By: \_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

**HIP HOSPITALITY LIMITED**

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

**STK DENVER, LLC**

By: \_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

**STK WESTWOOD, LLC**

By: \_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

**SCHEDULE 3.2**

**Capitalization**

<u>Borrower Name</u>	<u>Type of Entity and Jurisdiction of Formation</u>	<u>Type of Equity Interest</u>	<u>Direct Parent</u>	<u>Percentage of Issued and Outstanding Shares owned by Direct Parent</u>
The ONE Group, LLC	Delaware Limited Liability Company	Limited liability company membership interest	The ONE Group Hospitality, Inc.	100%
One 29 Park Management, LLC	New York Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%
STK-Las Vegas, LLC	Nevada Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%
STK Atlanta, LLC	Georgia Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%
STK Chicago LLC	Illinois Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%
STK Denver, LLC	Colorado Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%
STK-LA, LLC	New York Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%
STK Miami, LLC	Florida Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%
STK Miami Service, LLC	Florida Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%
STK Midtown Holdings, LLC	New York Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%
STK Midtown, LLC	New York Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%



<u>Borrower Name</u>	<u>Type of Entity and Jurisdiction of Formation</u>	<u>Type of Equity Interest</u>	<u>Direct Parent</u>	<u>Percentage of Issued and Outstanding Shares owned by Direct Parent</u>
STK Orlando LLC	Florida Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%
TOG Biscayne, LLC	Florida Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%
WSATOG (Miami) LLC	Delaware Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%
STK Westwood, LLC	California Limited Liability Company	Limited liability company membership interest	The ONE Group, LLC	100%
T.O.G. (Aldwych) Limited	English Private Limited Company	[Shares of Stock]	The ONE Group, LLC	100%
T.O.G. (UK) Limited	English Private Limited Company	[Shares of Stock]	The ONE Group, LLC	100%
CA Aldwych Limited	English Private Limited Company	[Shares of Stock]	The ONE Group, LLC	100%
HIP Hospitality Limited	English Private Limited Company	[Shares of Stock]	The ONE Group, LLC	100%

Convertible Securities Options or Warrants Issued by Borrowers:

The ONE Group, LLC – 61,499 warrants to purchase units of The ONE Group, LLC

Stockholders Agreements; Voting Agreements, etc. re Borrowers:

The ONE Group, LLC

1. Second Amended and Restated Operating Agreement, dated January 1, 2009
2. Office Lease of 3<sup>rd</sup> floor of 411 West 14<sup>th</sup> Street, New York, New York 10014, dated May 15, 2005
3. Office Lease of front portion of 4<sup>th</sup> floor of 411 West 14<sup>th</sup> Street, New York, New York, dated June 1, 2011.
4. Office Lease of rear portion of 4<sup>th</sup> floor of 411 West 14<sup>th</sup> Street, New York, New York 10014, dated April 1, 2011

One 29 Park Management, LLC

1. Operating Agreement, dated July 30, 2009
2. Operating Agreement of One 29 Park, LLC, dated July 23, 2009

STK-Las Vegas, LLC

1. Operating Agreement, dated June 29, 2010
2. Lease of restaurant space within the Cosmopolitan Hotel, located at 3708 Las Vegas Boulevard South, Las Vegas, Nevada 89109, dated January 28, 2010
3. Restaurant Management Agreement, dated January 28, 2010

STK Atlanta, LLC

1. Operating Agreement, dated December 9, 2009
2. Lease of restaurant space comprised of Suites 8A and 8B of 1075 Peachtree Street, Atlanta, Georgia 30309, dated January 11, 2010

## **SCHEDULE 6.1**

### **Existing Liens**

#### The ONE Group, LLC

1. Office Lease of 3<sup>rd</sup> floor of 411 West 14<sup>th</sup> Street, New York, New York 10014, dated May 15, 2005
2. Office Lease of front portion of 4<sup>th</sup> floor of 411 West 14<sup>th</sup> Street, New York, New York, dated June 1, 2011.
3. Office Lease of rear portion of 4<sup>th</sup> floor of 411 West 14<sup>th</sup> Street, New York, New York 10014, dated April 1, 2011

#### One 29 Park Management, LLC

1. Operating Agreement of One 29 Park, LLC, dated July 23, 2009
2. Lease of restaurant space within the Gansevoort Hotel, located at 420 Park Avenue South, New York, New York 10016
3. Rooftop and Bar Area Management Agreement, dated July 23, 2009

#### STK-Las Vegas, LLC

1. Lease of restaurant space within the Cosmopolitan Hotel, located at 3708 Las Vegas Boulevard South, Las Vegas, Nevada 89109, dated January 28, 2010
2. Restaurant Management Agreement, dated January 28, 2010

#### STK Atlanta, LLC

1. Lease of restaurant space comprised of Suites 8A and 8B of 1075 Peachtree Street, Atlanta, Georgia 30309, dated January 11, 2010
  2. Subordination, Non-Disturbance Agreement and Attornment Agreement, dated March 1, 2010
  3. Recognition Agreement, dated January 19, 2010
-

**SCHEDULE 6.2**

**Existing Indebtedness**

None

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**SCHEDULE 6.4**

**Existing Guaranties**

None

## TERM NOTE

\$7,475,000.07 December 17, 2014

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, **WSATOG (MIAMI) LLC**, a Delaware limited liability company, **STK WESTWOOD, LLC**, a Florida limited liability company and **STK DENVER, LLC**, a Colorado 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.** (the "Bank") **SEVEN MILLION FOUR HUNDRED SEVENTY FIVE THOUSAND AND 07/100 DOLLARS (\$7,475,000.07)** or if less, the unpaid principal amount of the Loan made by the Bank to the Borrowers, in the amounts and at the times set forth in the Term Loan Agreement, dated as of December 17, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among the Borrowers and the Bank, and to pay interest from the date of the making of the Loan on the principal balance of the Loan from time to time outstanding at the rate or rates and at the times set forth in the Term Loan Agreement, in each case to the Bank at PO Box 026030, Miami, Florida 33102, 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 Term Loan Agreement are used herein with the same meanings.

The Loan evidenced by this Term Note is prepayable in the amounts, and under the circumstances, and the maturity of this Term Note is subject to acceleration upon the terms, set forth in the Term Loan Agreement. This Term Note is subject to, and should be construed in accordance with, the provisions of the Term Loan 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, (b) the amount thereof, and (c) each payment or prepayment of the principal of the Loan. No failure to so record or any error in so recording shall affect the obligation of the Borrowers to repay the Loan, together

with interest thereon, as provided in the Term Loan 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 Term Loan 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 Term Note.

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

[Signature Pages to Follow]

THIS TERM 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: /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



**STK CHICAGO LLC**

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

**STK DENVER, 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

Signatures Continued on Following Page

**STK ORLANDO LLC**

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

**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

**STK WESTWOOD, LLC**

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

**SCHEDULE TO TERM NOTE**

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

## GRANT OF SECURITY INTEREST (TRADEMARKS)

Dated: December 17, 2014

The undersigned, **THE ONE GROUP, LLC**, a Delaware limited liability company (the "Grantor"), is obligated to **BANKUNITED, N.A.** (the "Secured Party") under the Term Loan Agreement, dated December 17, 2014, effective as of as of November 1, 2014 (as it may be 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 Denver, 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 STK Westwood, LLC, (collectively, the "Borrowers"), and the Secured Party, and pursuant to which the Borrowers have entered into a certain Fourth Amended and Restated Security Agreement, dated as of December 17, 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]

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**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)

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

On the 17th day of December 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:

September 22, 2018

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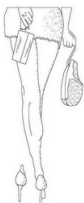
**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**by The ONE Group, LLC**  
**Dated December 17, 2014**

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**Service Marks and Trademarks of THE ONE GROUP, LLC**




*Revised: 12/12/2014*

**UNITED STATES**

<b>PGC NO.</b>	<b>MARK</b>	<b>APPLICATION/REGISTRATION NO.</b>	<b>APPLICANT/REGISTRANT</b>	<b>(CLASS) GOODS AND/OR SERVICES</b>	<b>STATUS</b>
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) Bar and restaurant services; Cafe and restaurant services; Carry-out restaurants; Cocktail lounge services; Cocktail lounges; Providing of food and drink; Restaurants; Take-out restaurant services	Abandoned



PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-014	SHHH	SN: 77/875,857 Filed: 11/18/09	The One Group LLC	(Class 43) Bar and restaurant services; Cafe and restaurant services; Carry-out restaurants; Cocktail lounge services; Cocktail lounges; Providing of food and drink; Restaurants; Take-out restaurant 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
915-017		SN: 85/109,741 Filed: 08/17/10	The One Group LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Bar services; Cafe and restaurant services; Cafes; Carry-out restaurants; Cocktail lounge services; Cocktail lounges; Providing of food and drink; Provision of food and drink in restaurants; Restaurants; Take-out restaurant services	Abandoned.
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

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-032-CHLD		SN: 85/976,398 Filed: 7/24/11	The ONE Group, LLC	(Class 43) Bar services; Bar and restaurant services	Abandoned.
915-036	 A GIRL'S GOTTA EAT. [STK OUT – A GIRL'S GOTTA EAT]	SN: 85/451,863 Filed: 10/20/11	The ONE Group, LLC	(Class 43) Bar services	Abandoned.
915-036-CHLD	 A GIRL'S GOTTA EAT. [STK OUT – A GIRL'S GOTTA EAT]	SN: 85/976,492 Filed: 10/20/11 RN: 4,234,247 Issued: 10/30/12	The ONE Group, LLC	(Class 43) Cafe 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; Serving food and drinks; Take-out restaurant services	8 & 15 due: 10/30/18 Renewal 8 & 9 due: 10/30/22

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR 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 <sup>th</sup> Ext, due: 1/17/15
915-039	MAGNUM MONDAY	SN: 85/562,378 Filed: 3/7/12	The One Group LLC	(Class 41) Night Clubs (Class 43) Bar Services; Café Services; Cocktail lounge services; Providing of food and drink; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Serving food and drinks	Abandoned.
915-041	MAGNUM MONDAY (Event Planning)	SN: 85/571,229 Filed: 3/16/12	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 special events for social entertainment purposes; Special event planning for social entertainment purposes	Abandoned.

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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 2 <sup>nd</sup> Ext, due: 3/11/15
915-069	STK	SN: 86/229,587 Filed: 3/24/14  RN: 4,613,901 Issued: 9/30/14	The ONE Group LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs	8 & 15 due 09/30/20  8 & 9 due 09/30/24

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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	Non-Final Action Issued: 10/7/14.  Res. Due: 4/7/15
916-002	FSH	SN: 78/698,929 filed 8/23/05	The One Group LLC	(Class 43) Bar services; Cafe-restaurants; Cafes; Restaurants.	Abandoned
916-003	SLD	SN: 78/698,932 filed 8/23/05	The One Group LLC	(Class 43) Bar services; Cafe-restaurants; Cafes; Restaurants.	Abandoned

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-007	PZZ	SN: 77/205,488 filed: 6/13/07	The One Group LLC	(Class 43) Cafe-restaurants; Carry-out restaurants; Restaurant and bar services; Restaurants; Self service restaurants	Abandoned
916-008	BRG	SN: 77/205,496 filed: 6/13/07	The One Group LLC	(Class 43) Cafe-restaurants; Carry-out restaurants; Restaurant and bar services; Restaurants; Self service restaurants	Abandoned
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
916-015	FSH	SN: 77/697,785 Filed: 3/24/09	The One Group LLC	(Class 43) Bar and restaurant services; Cafe-restaurants; Cafes; Cocktail lounges; Restaurants	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 12/12/14

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
916-031	TWENTY33	SN: 85/070,542 Filed: 6/24/09	The One Group LLC	(Class 41) Night clubs  (Class 43) Bar services; Cocktail lounges; Preparation of food and beverages; Providing of food and drink; Restaurant services; Restaurants	Abandoned
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; Sport coats; Sports bra; Sweat bands; Sweat pants; Sweat shirts; Sweat shorts; Sweat suits; Sweaters; T-shirts; Tank tops; Ties; Underwear; Wrist bands	Abandoned as per client 10/02/14



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>	Abandoned as per client 10/02/14

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; Bathrobes; Beach shoes; Belts; Bottoms; Bow ties; Boxer shorts; Bras; Briefs; Caps; Coats; Flip flops; Footwear; Gloves; Halter tops; Hats; Head scarves; Head wear; Headwear; Hooded sweatshirts; Jackets; Leggings; Lingerie; Loungewear; Night shirts; Pajama bottoms; Pajamas; Panties; Pants; Rain wear; Raincoats; Rainwear; Sandal-clogs; Sandals; Scarves; Shirts; Shoes; Shorts; Skirts; Skorts; Sleepwear; Slipper socks; Slippers; Sneakers; Sweat bands; Sweat pants; Sweat shirts; Sweat suits; Swim suits; Swim wear; T-shirts; Tank tops; Ties; Tops; Underwear; Wristbands</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>	Abandoned as per client 10/02/14

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 3 <sup>rd</sup> Ext., Due: 3/24/15
916-050 (formerly 484-006)	THE ONE NEW YORK	SN: 78/528,391 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-051 (formerly 484-007)	THE ONE NEW ORLEANS	SN: 78/528,405 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14
916-052 (formerly 484-008)	THE ONE LAS VEGAS	SN:78/528,408 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14
916-053 (formerly 484-009)	THE ONE CHICAGO	SN: 78/528,416 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Abandoned as per client 11/18/14
916-054 (formerly 484-010)	THE ONE LOS ANGELES	SN: 78/528,424 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-055 (formerly 484-011)	THE ONE GROUP	SN: 78/528,430 filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Non-Final Action Issued: 11/20/14  Response due: 05/20/15
916-056 (formerly 484-018)	THE ONE MIAMI	SN:78/663,799 Filed 7/5/05	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14
916-057 (formerly 484-019)	THE ONE ATLANTIC CITY	SN:78/663,803 Filed 7/5/05	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14



PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-064	ONE LAS VEGAS	SN: 86/205,944 Filed: 02/27/14	The One Group LLC	(Class 035) Real estate marketing services in the field of condominiums and apartments  (Class 036) Real estate services, namely, condominium management services; Real estate services, namely, property management services for condominium associations, homeowner associations and apartment buildings	Pending  Resp to Non-Final Action filed: 12/03/14
916-065	ONE	SN: 86/206,041 Filed: 02/27/14	The One Group LLC	(Class 035) Real estate marketing services in the field of condominiums and apartments  (Class 036) Real estate services, namely, condominium management services; Real estate services, namely, property management services for condominium associations, homeowner associations and apartment buildings	Closed. Assigned to SH Group in Settlement of 916-075.

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-066	THE ONE	SN: 86/206,062 Filed: 02/27/14	The One Group LLC	(Class 035) Real estate marketing services in the field of condominiums and apartments  (Class 036) Real estate services, namely, condominium management services; Real estate services, namely, property management services for condominium associations, homeowner associations and apartment buildings	Pending  Response to (06/12/14) Non-Final Action filed 12/10/14
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

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maui A. Pallante*

Register of Copyrights, United States of America

Registration Number  
VA 1-821-022

Effective date of  
registration:  
July 2, 2012

## Title

Title of Work: Legs, Cleaver, Hook & Steak Picture

## Completion/Publication

Year of Completion: 2006

Date of 1st Publication: September 18, 2006

Nation of 1st Publication: United States

## Author

■ Author: Cynthia K. Cortes

Author Created: photograph(s)

Work made for hire: No

Citizen of: United States

Domiciled in: United States

## Copyright claimant

Copyright Claimant: The One Group LLC

411 West 14th Street, New York, NY, 10014, United States

Transfer Statement: By written agreement

## Rights and Permissions

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Date: June 29, 2012

Applicant's Tracking Number: 915-001



## AMENDED AND RESTATED PLEDGE AGREEMENT

[SUBSIDIARY BORROWERS]

**AMENDED AND RESTATED PLEDGE AGREEMENT**, dated as of December 17, 2014, (this "Pledge Agreement"), by **THE ONE GROUP, LLC**, a Delaware limited liability company (the "Pledgor"), in favor of **BANKUNITED** (the "Bank").

Reference is made to the Credit Agreement, dated as of October 31, 2011, among the Pledgor, certain of its affiliates (collectively, the "Borrowers") and the Bank (as heretofore amended from time to time, the "Existing Credit Agreement") and in connection therewith, the Pledgor and the Bank entered into a Pledge Agreement, dated as of October 31, 2011 (the "Existing Pledge Agreement").

The Borrowers and the Bank are entering into a new Term Loan Agreement dated as of December 17, 2014 (as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, hereinafter referred to as the "Term Loan Agreement") pursuant to which, inter alia, the outstanding indebtedness of the Borrowers to the Bank under the Existing Credit Agreement is being converted to a term loan thereunder.

It is a condition precedent to the effectiveness of the Term Loan Agreement and the obligation of the Bank to make the Loan to the Borrowers thereunder that the Borrowers shall have executed and delivered this Pledge 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 Pledge:

Accordingly, the Pledgor hereby agrees as follows:

Section 1.           Certain 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 Term Loan Agreement.

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

"Collateral": (i) the Pledged Equity, (ii) all additional equity interests of any issuer of the Pledged Equity from time to time acquired by the Pledgor in any manner, and any certificates representing such additional equity interests, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such equity interests; and (iii) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds that constitute property of the types described above).

"Pledged Equity": the equity interests described in Schedule I attached hereto and issued by the entities named therein, including, without limitation, all of the Pledgor's rights, privileges, authority and powers as a member of the issuer of the Pledged Equity, and any certificates representing the Pledged Equity, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Equity.

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"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 Loan, 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 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 the Borrowers to the Bank or any Guarantor including under the Term Loan Agreement and the other Loan Documents, or that are otherwise payable under the Term Loan Agreement or any other Loan Document and (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrowers or any Guarantor to the Bank including under or pursuant to the Term Loan Agreement and the other Loan Documents.

Section 2. Pledge. As security for the payment or performance, as applicable, in full of the Obligations, the Pledgor hereby pledges to the Bank, and grants to the Bank a security interest in, the Collateral.

Section 3. Delivery of Collateral. All certificates or instruments representing or evidencing the Collateral, if any, shall be delivered to and held by or on behalf of the Bank pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Bank. After an Event of Default has occurred, the Pledgor shall cause any issuer of the Pledged Equity that constitutes uncertificated securities to (a) register transfer of each item of Pledged Equity in the name of the Bank and (b) deliver to the Bank by telecopy a certified copy of the then current register of equity-holders in such issuer, with such transfer and other pledges of equity duly noted. The Bank shall have the right, at any time after an Event of Default has occurred and is continuing, in its discretion and upon notice to the Pledgor, to transfer to or to register in the name of the Bank or any of its nominees any or all of the Collateral. In addition, the Bank shall have the right at any time an Event of Default has occurred and is continuing to exchange certificates or instruments representing or evidencing Collateral for certificates or instruments of smaller or larger denominations.

Section 4. Representations and Warranties. The Pledgor represents and warrants as follows:

(a) The Pledgor is the legal and beneficial owner of the Collateral referred to on Schedule I free and clear of any lien, security interest, option or other charge or encumbrance except for the security interest created by this Pledge Agreement.

(b) The Pledged Equity has been duly authorized and validly issued and is fully paid and non-assessable. There are no outstanding subscriptions, options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements providing for the purchase, issuance or sale of any equity interest in any issuer of the Pledged Equity.

(c) The pledge of the Pledged Equity pursuant to this Pledge Agreement creates a valid and perfected first priority security interest in the Collateral, securing the payment of the Obligations.

(d) The Pledgor is duly organized and validly existing in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to own its Property and to carry on its business as now conducted, and is in good standing and authorized to do business in each jurisdiction in which the nature of the business conducted therein or the Property owned by it therein makes

such qualification necessary, except where such failure to qualify could not reasonably be expected to have a Material Adverse Effect.

(e) The Pledgor has full legal power and authority to enter into, execute, deliver and perform the terms of this Pledge Agreement which has been duly authorized by all proper and necessary limited liability company action and is in full compliance with its certificate of formation and operating agreement. The Pledgor has duly executed and delivered this Pledge Agreement.

(f) This Pledge Agreement constitutes the valid and legally binding obligation of the Pledgor, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and general principles of equity (whether considered in an action at law or in equity).

(g) No consent of any other person or entity and no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (i) for the pledge by the Pledgor of the Collateral pursuant to this Pledge Agreement or for the execution, delivery or performance of this Pledge Agreement by the Pledgor, (ii) for the perfection or maintenance of the security interest hereby, including the first priority nature of such security interest (except for the filing of a financing statement in the appropriate public office necessary to perfect the security interest granted pursuant hereto) or (iii) for the exercise by the Bank of the voting or other rights provided for in this Pledge Agreement or the remedies in respect of the Collateral pursuant to this Pledge Agreement (except as may be required in connection with any disposition of any portion of the Collateral by laws affecting the offering and sale of securities generally).

(h) The Pledged Equity constitutes the percentage of the issued and outstanding equity interests of the issuer thereof indicated on Schedule I.

(i) The Pledgor has, independently and without reliance upon the Bank and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Pledge Agreement.

Section 5. Further Assurances. The Pledgor shall at any time and from time to time, at the expense of the Borrowers, promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Bank may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

Section 6. Voting Rights; Dividends; Etc.

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

(i) The Pledgor 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 Pledge Agreement and the other Loan Documents; provided that the Pledgor shall not exercise or refrain from exercising any such right without the prior written consent of the Bank if such action 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 Pledgor shall be entitled to receive and retain any and all dividends or other distributions paid in respect of the Collateral to the extent not prohibited by this Pledge Agreement or the other Loan Documents, provided that any and all (A) dividends or other distributions paid or payable other than in cash in respect of, and instruments and other Property received, receivable or otherwise distributed in respect of, or in exchange for, any 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 be forthwith delivered to the Bank to be held as, Collateral and shall, if received by the Pledgor, be received in trust for the benefit of the Bank, be segregated from the other property of the Pledgor, 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 Pledgor, at the Borrowers' expense, all such proxies and other instruments as the Pledgor may reasonably request for the purpose of enabling the Pledgor to exercise the voting and other rights which they are entitled to exercise pursuant to paragraph (i) above and to receive the dividends which it is authorized to receive and retain pursuant to paragraph (ii) above.

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

(i) All rights of the Pledgor 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 written notice to the Pledgor by the Bank, cease and (B) receive the dividends 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 sole right, but not the obligation, to exercise such voting and other consensual rights and to receive and hold as Collateral such dividends and distributions.

(ii) All dividends and other distributions which are received by the Pledgor contrary to the provisions of paragraph (i) of this Section 6(b) shall be received in trust for the benefit of the Bank, shall be segregated from other funds of the Pledgor 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 Pledgor 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 pledge agreements similar to this Pledge Agreement.

#### Section 7. Transfers and Other Liens: Additional Shares.

(a) Except as expressly permitted by the Term Loan Agreement, the Pledgor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, or (ii) create or permit to exist any lien, security interest, option or other charge or encumbrance upon or with respect to any of the Collateral, except for the security interest under this Pledge Agreement.



(b) The Pledgor shall (i) cause the issuer of the Pledged Equity not to issue any equity interests or other securities in addition to or in substitution for the Pledged Equity, except to the Pledgor and (ii) pledge hereunder, immediately upon its acquisition (directly or indirectly) thereof, any and all additional equity interests or other securities of the issuer of the Pledged Equity.

Section 8. The Bank Appointed Attorney-in-Fact. The Pledgor hereby appoints the Bank the Pledgor's attorney-in-fact, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to 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 Pledge Agreement, including, without limitation, to receive, indorse and collect all instruments made payable to the Pledgor representing any dividend 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 8 constitute a power coupled with an interest which shall be irrevocable by the Pledgor and shall survive until all of the Obligations have been indefeasibly paid in full in cash.

Section 9. The Bank May Perform. If the Pledgor fails to perform any agreement contained herein, the Bank, ten days after notice to the Pledgor (except that no notice shall be required upon and during the continuance of an Event of Default), 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 13.

Section 10. The Bank's Duties. 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, as to ascertaining or taking action with respect to calls, conversions, exchanges, tenders or other matters relative to any Collateral, whether or not the Bank has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Collateral. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Bank accords its own property.

Section 11. Remedies upon Default. If any Event of Default shall have occurred and be continuing:

(a) The Bank may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of New York at that time (the "UCC") (whether or not the UCC applies to the affected Collateral), and may also, without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Bank's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Bank may deem commercially reasonable. The Bank agrees to the extent notice of sale shall be required by law, to provide at least 10 days' prior written notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made, and Pledgor agrees that such 10 day notice shall constitute reasonable notification. The Bank shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by the Bank as Collateral and all cash proceeds received by the Bank in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in accordance with Section 8 of the Security Agreement.

Section 12. Securities Laws.

In view of the position of the Pledgor in relation to the Pledged Equity, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal securities laws") with respect to any disposition of the Pledged Equity permitted hereunder. The Pledgor understands that compliance with the Federal securities laws might very strictly limit the course of conduct of the Bank if the Bank were to attempt to dispose of all or any part of the Pledged Equity, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Equity could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Bank in any attempt to dispose of all or part of the Pledged Equity under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. The Pledgor recognizes that in light of such restrictions and limitations the Bank may, with respect to any sale of the Pledged Equity, limit the purchasers to those who will agree, among other things, to acquire such Pledged Equity for their own account, for investment, and not with a view to the distribution or resale thereof. The Pledgor acknowledges and agrees that in light of such restrictions and limitations, the Bank, in its sole and absolute discretion, (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Equity, or any part thereof, shall have been filed under the Federal securities laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. The Pledgor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Bank shall incur no responsibility or liability for selling all or any part of the Pledged Equity at a price that the Bank, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 12 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Bank sells.

Section 13. Expenses. The Borrowers will upon demand pay to the Bank the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Bank may incur in connection with (a) the administration of this Pledge Agreement, (b) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (c) the exercise or enforcement of any of the rights of the Bank hereunder or (d) the failure by the Pledgor to perform or observe any of the provisions hereof.

Section 14. Security Interest Absolute. The obligations of the Pledgor under this Pledge Agreement are independent of the Obligations, and a separate action or actions may be brought and prosecuted against the Pledgor to enforce this Pledge Agreement, irrespective of whether any action is brought against the Borrowers under the Term Loan Agreement or against any guarantor of the Obligations or whether the Borrowers or any guarantor of the Obligations is joined in any such action or actions. All rights of the Bank and security interests hereunder, and all obligations of the Pledgor hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Term Loan Agreement, the Notes, any other Loan Document or any other agreement or instrument relating thereto;

(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 Term Loan Agreement or any other Loan Document, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to the Borrowers or any of its Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other Collateral, or any taking, release or amendment or waiver of or consent to departure from any guarantee, for all or any of the Obligations;

(d) any manner of application of Collateral, or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any Collateral for all or any of the Obligations or any other assets of the Borrowers or any of its Subsidiaries;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrowers or any of its Subsidiaries; or

(f) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Borrowers or a third-party pledgor.

Section 15. Amendments, Etc. No amendment or waiver of any provision of this Pledge Agreement, and no consent to any departure by the Pledgor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 16. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing and given as provided in Section 8.1 of the Term Loan Agreement.

Section 17. Continuing Security Interest Assignments under Term Loan Agreement. This Pledge Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the later of (i) the payment in full of the Obligations and all other amounts payable under this Pledge Agreement and (ii) the expiration or termination of the Commitment, (b) be binding upon the Pledgor, its successors and assigns, and (c) inure to the benefit of, and be enforceable by, the Bank and its successors, transferees and assigns. Upon the later of the payment in full of the Obligations and all other amounts payable under this Pledge 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 Pledgor. Upon any such termination, the Bank will, at the Borrowers' expense, return to the Pledgor such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to the Pledgor such documents as the Pledgor shall reasonably request to evidence such termination.

Section 18. Governing Law. THIS PLEDGE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 19. Survival of Agreement; Severability.

(a) All covenants, agreements, representations and warranties made by the Pledgor and the Borrowers herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Pledge 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 Document and the making of the Loan, regardless of any investigation made by the Credit Parties or on their behalf, and shall continue in full force and effect until this Pledge Agreement shall terminate.

(b) In the event any one or more of the provisions contained in this Pledge Agreement or in 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 and 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 20. Counterparts. This Pledge 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. Delivery of an executed counterpart of this Pledge Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Pledge Agreement.

Section 21. Principles of Construction. The principles of construction specified in Section 1.2 of the Term Loan Agreement shall be applicable to this Pledge Agreement.

Section 22. Jurisdiction; Consent to Service of Process.

(a) Each party 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 Pledge Agreement or the other Loan Documents, 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 Pledge Agreement shall affect any right that any party hereto may otherwise have to bring any action or proceeding relating to this Pledge Agreement or the other Loan Documents in the courts of any jurisdiction.

(b) 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 Pledge Agreement or the other Loan Documents in any court referred to in Section 22(a). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Pledge Agreement irrevocably consents to service of process in the manner provided for notices in Section 16. Nothing in this Pledge Agreement will affect the right of any party to this Pledge Agreement to serve process in any other manner permitted by law.

Section 23. 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 PLEDGE AGREEMENT. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY 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 PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS PLEDGE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 23.

Section 24. Certain Terms. Unless otherwise defined herein or in the Term Loan Agreement, terms defined in Article 9 of the UCC are used herein as therein defined.

Section 25. Headings. Section headings used herein are for convenience of reference only, are not part of this Pledge Agreement and are not to affect the construction of, or be taken into consideration in interpreting, this Pledge Agreement.

Section 26. Amendment and Restatement. This Pledge Agreement shall constitute an amendment and restatement of all of the terms and conditions of the Existing Pledge Agreement. The parties hereto acknowledge and agree that (a) this Pledge Agreement does not constitute a novation or termination of the Pledgor's obligations under the Existing Pledge 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 Pledge Agreement and (c) the liens and security interests as granted under the Existing Pledge Agreement are in all respects continuing and in full force and effect and secure the payment of the Obligations.

[Signature pages follow.]

IN WITNESS WHEREOF, the Pledgor has executed and delivered this Pledge Agreement as of the date first above written.

**THE ONE GROUP, LLC**

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

ACCEPTED AND AGREED TO:

**BANKUNITED, N.A.**

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

**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 DENVER, 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

**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

**STK WESTWOOD, LLC**

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

Signature Page to The One Group Amended and Restated Pledge Agreement – Subsidiary Borrowers

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**SCHEDULE I**

<u>Issuer</u>	<u>Type of Entity</u>	<u>Type of Equity Interest</u>	<u>Certificate Number</u>	<u>Number of Shares</u>	<u>Percentage of Issued and Outstanding Shares</u>
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 Denver, LLC	Colorado 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%
STK Midtown, LLC	New York Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%

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<u>Issuer</u>	<u>Type of Entity</u>	<u>Type of Equity Interest</u>	<u>Certificate Number</u>	<u>Number of Shares</u>	<u>Percentage of Issued and Outstanding Shares</u>
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%
STK Westwood, LLC	California Limited Liability Company	Limited liability company membership interest	N/A	N/A	100%

## **FOURTH AMENDED AND RESTATED SECURITY AGREEMENT**

**FOURTH AMENDED AND RESTATED SECURITY AGREEMENT**, dated as of December 17, 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, **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, **WSATOG (MIAMI) LLC**, a Delaware limited liability company and **STK WESTWOOD, LLC**, a California limited liability company (hereinafter referred to individually as an "Existing Borrower", and collectively, as the "Existing Borrowers") and **STK DENVER, LLC**, a Colorado limited liability company (hereinafter referred to as the "New Subsidiary"; the "Existing Borrowers and the New Subsidiary are hereinafter sometimes referred to individually as a "Borrower", and collectively, as the "Borrowers") and **BANKUNITED, N.A.**, (the "Bank").

The Existing Borrowers and certain of their affiliates 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 a Third Amended and Restated Security Agreement, dated as of October 31, 2014 (the "Existing Security Agreement").

The Borrowers and certain of their affiliates and the Bank are entering into a new Term Loan Agreement, dated as of the date hereof (as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, hereinafter referred to as the "Term Loan Agreement") pursuant to which, *inter alia*, the outstanding indebtedness of the Borrowers and certain of their affiliates to the Bank under the Existing Credit Agreement is being converted to a term loan thereunder and the New Subsidiary is being added as a Borrower thereunder.

It is a condition precedent to the effectiveness of the Term Loan Agreement and the obligation of the Bank to make the Loan to the Borrowers and certain of their affiliates thereunder that the Borrowers shall have executed and delivered this Security 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 Term Loan Agreement.

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(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 Loan, 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 and certain of their affiliates, the Guarantor or any other guarantor under the Term Loan Agreement and the other Loan Documents, or that are otherwise payable under the Term Loan Agreement or any other Loan Document, and (ii) the due and punctual performance of all covenants, agreements, obligations and liabilities of each Borrower and certain of their affiliates, the Guarantor or any other guarantor under or pursuant to the Term Loan 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 Term Loan 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 depositary bank with respect to each Deposit Account not maintained at the Bank pursuant to which the depositary 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 Term Loan Agreement, (iv) except as permitted hereby or by the Term Loan 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 Term Loan 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 Term Loan 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 the Loan 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 Term Loan 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 Term Loan 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 Term Loan 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 Term Loan 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 Term Loan 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 Term Loan 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 the 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 Term Loan 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 DENVER, 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

[Signatures Continued on Following Page]

**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

**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

**STK WESTWOOD, LLC**

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

[Signatures Continued on Following Page]



**BANKUNITED, N.A.**

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

Signature Page to The ONE Group Fourth Amended and Restated Security Agreement

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

On the 17th day of December 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:

September 22, 2018 \_\_\_\_\_

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**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 14<sup>th</sup> Street, 3<sup>rd</sup> 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 5<sup>th</sup> 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 14<sup>th</sup> Street, New York, New York  
10014
3. JEC II LLC; 1 Little West 12<sup>th</sup> Street, New York, New York  
10014
4. MPD Space Events, LLC; 26 Little West 12<sup>th</sup> Street, New York, New York  
10014
5. Little West 12th LLC; 26 Little West 12<sup>th</sup> Street, New York, New York  
10014
6. Basement Manager LLC; 26 Little West 12<sup>th</sup> Street, New York, New York  
10014
7. Asellina Marks LLC; 411 West 14<sup>th</sup> Street, 3<sup>rd</sup> 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

Subsidiary	Jurisdiction of Formation	Type of Organization	Ownership Interest
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 Denver, LLC	Colorado	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%
STK Westwood, LLC	California	Limited Liability Company	100%

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One 29 Park Management, LLC

NONE

STK – Las Vegas, LLC

NONE

STK Atlanta, LLC

NONE

STK Chicago LLC

NONE

STK Denver, 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

STK Westwood, 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 Denver, 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

STK Westwood, LLC

NONE

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**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.


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**Service Marks and Trademarks of THE ONE GROUP, LLC**

*Revised: 12/12/2014*

**UNITED STATES**

<b>PGC NO.</b>	<b>MARK</b>	<b>APPLICATION/REGISTRATION NO.</b>	<b>APPLICANT/REGISTRANT</b>	<b>(CLASS) GOODS AND/OR SERVICES</b>	<b>STATUS</b>
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) Bar and restaurant services; Cafe and restaurant services; Carry-out restaurants; Cocktail lounge services; Cocktail lounges; Providing of food and drink; Restaurants; Take-out restaurant services	Abandoned

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-014	SHHH	SN: 77/875,857 Filed: 11/18/09	The One Group LLC	(Class 43) Bar and restaurant services; Cafe and restaurant services; Carry-out restaurants; Cocktail lounge services; Cocktail lounges; Providing of food and drink; Restaurants; Take-out restaurant 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
915-017		SN: 85/109,741 Filed: 08/17/10	The One Group LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Bar services; Cafe and restaurant services; Cafes; Carry-out restaurants; Cocktail lounge services; Cocktail lounges; Providing of food and drink; Provision of food and drink in restaurants; Restaurants; Take-out restaurant services	Abandoned.
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

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-032-CHLD		SN: 85/976,398 Filed: 7/24/11	The ONE Group, LLC	(Class 43) Bar services; Bar and restaurant services	Abandoned.
915-036	 [STK OUT – A GIRL’S GOTTA EAT]	SN: 85/451,863 Filed: 10/20/11	The ONE Group, LLC	(Class 43) Bar services	Abandoned.
915-036-CHLD	 [STK OUT – A GIRL’S GOTTA EAT]	SN: 85/976,492 Filed: 10/20/11 RN: 4,234,247 Issued: 10/30/12	The ONE Group, LLC	(Class 43) Cafe 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; Serving food and drinks; Take-out restaurant services	8 & 15 due: 10/30/18 Renewal 8 & 9 due: 10/30/22

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR 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 <sup>th</sup> Ext, due: 1/17/15
915-039	MAGNUM MONDAY	SN: 85/562,378 Filed: 3/7/12	The One Group LLC	(Class 41) Night Clubs (Class 43) Bar Services; Café Services; Cocktail lounge services; Providing of food and drink; Restaurant services; Restaurant services, including sit-down service of food and take-out restaurant services; Serving food and drinks	Abandoned.

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-041	MAGNUM MONDAY (Event Planning)	SN: 85/571,229 Filed: 3/16/12	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 special events for social entertainment purposes; Special event planning for social entertainment purposes	Abandoned.
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 2 <sup>nd</sup> Ext, due: 3/11/15
915-069	STK	SN: 86/229,587 Filed: 3/24/14 RN: 4,613,901 Issued: 9/30/14	The ONE Group LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs	8 & 15 due 09/30/20 8 & 9 due 09/30/24

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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	Non-Final Action Issued: 10/7/14.  Res. Due: 4/7/15
916-002	FSH	SN: 78/698,929 filed 8/23/05	The One Group LLC	(Class 43) Bar services; Cafe-restaurants; Cafes; Restaurants.	Abandoned
916-003	SLD	SN: 78/698,932 filed 8/23/05	The One Group LLC	(Class 43) Bar services; Cafe-restaurants; Cafes; Restaurants.	Abandoned

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-007	PZZ	SN: 77/205,488 filed: 6/13/07	The One Group LLC	(Class 43) Cafe-restaurants; Carry-out restaurants; Restaurant and bar services; Restaurants; Self service restaurants	Abandoned
916-008	BRG	SN: 77/205,496 filed: 6/13/07	The One Group LLC	(Class 43) Cafe-restaurants; Carry-out restaurants; Restaurant and bar services; Restaurants; Self service restaurants	Abandoned
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
916-015	FSH	SN: 77/697,785 Filed: 3/24/09	The One Group LLC	(Class 43) Bar and restaurant services; Cafe-restaurants; Cafes; Cocktail lounges; Restaurants	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 12/12/14

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
916-031	TWENTY33	SN: 85/070,542 Filed: 6/24/09	The One Group LLC	(Class 41) Night clubs  (Class 43) Bar services; Cocktail lounges; Preparation of food and beverages; Providing of food and drink; Restaurant services; Restaurants	Abandoned
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; Sport coats; Sports bra; Sweat bands; Sweat pants; Sweat shirts; Sweat shorts; Sweat suits; Sweaters; T-shirts; Tank tops; Ties; Underwear; Wrist bands	Abandoned as per client 10/02/14

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>	Abandoned as per client 10/02/14

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; Bathrobes; Beach shoes; Belts; Bottoms; Bow ties; Boxer shorts; Bras; Briefs; Caps; Coats; Flip flops; Footwear; Gloves; Halter tops; Hats; Head scarves; Head wear; Headwear; Hooded sweatshirts; Jackets; Leggings; Lingerie; Loungewear; Night shirts; Pajama bottoms; Pajamas; Panties; Pants; Rain wear; Raincoats; Rainwear; Sandal-clogs; Sandals; Scarves; Shirts; Shoes; Shorts; Skirts; Skorts; Sleepwear; Slipper socks; Slippers; Sneakers; Sweat bands; Sweat pants; Sweat shirts; Sweat suits; Swim suits; Swim wear; T-shirts; Tank tops; Ties; Tops; Underwear; Wristbands</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>	Abandoned as per client 10/02/14

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 3 <sup>rd</sup> Ext., Due: 3/24/15
916-050 (formerly 484-006)	THE ONE NEW YORK	SN: 78/528,391 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-051 (formerly 484-007)	THE ONE NEW ORLEANS	SN: 78/528,405 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14
916-052 (formerly 484-008)	THE ONE LAS VEGAS	SN:78/528,408 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14
916-053 (formerly 484-009)	THE ONE CHICAGO	SN: 78/528,416 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Abandoned as per client 11/18/14
916-054 (formerly 484-010)	THE ONE LOS ANGELES	SN: 78/528,424 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14




PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-055 (formerly 484-011)	THE ONE GROUP	SN: 78/528,430 filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Non-Final Action Issued: 11/20/14  Response due: 05/20/15
916-056 (formerly 484-018)	THE ONE MIAMI	SN:78/663,799 Filed 7/5/05	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14
916-057 (formerly 484-019)	THE ONE ATLANTIC CITY	SN:78/663,803 Filed 7/5/05	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 12/12/14, despite submission of Segal Aff'd 2/15/14

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-064	ONE LAS VEGAS	SN: 86/205,944 Filed: 02/27/14	The One Group LLC	(Class 035) Real estate marketing services in the field of condominiums and apartments  (Class 036) Real estate services, namely, condominium management services; Real estate services, namely, property management services for condominium associations, homeowner associations and apartment buildings	Pending  Resp to Non-Final Action filed: 12/03/14
916-065	ONE	SN: 86/206,041 Filed: 02/27/14	The One Group LLC	(Class 035) Real estate marketing services in the field of condominiums and apartments  (Class 036) Real estate services, namely, condominium management services; Real estate services, namely, property management services for condominium associations, homeowner associations and apartment buildings	Closed. Assigned to SH Group in Settlement of 916-075.

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-066	THE ONE	SN: 86/206,062 Filed: 02/27/14	The One Group LLC	(Class 035) Real estate marketing services in the field of condominiums and apartments  (Class 036) Real estate services, namely, condominium management services; Real estate services, namely, property management services for condominium associations, homeowner associations and apartment buildings	Pending  Response to (06/12/14) Non-Final Action filed 12/10/14
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 App published 09/17/14; Opposition period ends 11/16/14

# 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 Evidence. due 01/10/2015.
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.  Gouverneur's Reply Evidence was due: 07/21/2014.



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 4 <sup>th</sup> Ext. to file Declaration of Use.  Declaration of Use due: 06/30/15
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.  Gouverneur's deadlines to file Reply Evidence and request argument past: 09/22/2014.
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	Refused by CIPO based upon prior pending Gouverneur STK app. TOG's Resp due 02/14/15 or 1 <sup>st</sup> Ext of Time

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-063-CA	STK	SN: 1653383 Filed: 11/25/13	The ONE Group, LLC	Restaurant reservation services	Refused by CIPO based upon prior pending Gouverneur STK app. TOG's Res due: 02/15/2015
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.	Refused by CIPO based upon prior pending Gouverneur STK app. TOG's Res due: 02/05/2015
916-004-CA	FSH	1,271,580	The One Group LLC	Bar services; café-restaurants; cafes; restaurants.	Abandoned
916-005-CA	SLD	1,271,579	The One Group LLC	Bar services; café-restaurants; cafes; restaurants	Abandoned
916-007-CA	PZZ	SN:1,375,441 filed 12/10/07	The One Group LLC	Café-restaurants; carry-out restaurants; restaurant and bar services; restaurants; and self service restaurants.	Abandoned
916-008-CA	BRG	SN: 1,375,439 filed: 12/10/07	The One Group LLC	Café-restaurants; carry-out restaurants; restaurant and bar services; restaurants; and self service restaurants.	Abandoned


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.
916-031-CA	TWENTY33	SN: 1,508,472 Filed: 12/22/10	The One Group LLC	Night clubs; Cafe and restaurant services; Cafe-restaurants; Restaurant, bar and catering services; Restaurants; Cafes; Cocktail lounges; Wine bars; Bar services	Abandoned

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-033-CA	HERAEA	SN: 1578900 Filed: 5/23/12	The ONE Group, LLC	<p>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</p> <p>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</p>	<p>Notice of Allowance: 7/19/13</p> <p>Dec of Use Due: 5/23/15</p>

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-034-CA	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
916-038-CA	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	Notice of Allowance Issued: 9/5/14. Proof of Use Due: 1/30/16


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 <sup>st</sup> Report filed 07/09/14


# 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	Renewal due: 03/20/17
915-006- CTM		SN: 006900674 Filed: 05/09/08  RN: 006900674 Issued: 02/16/09	The ONE Group, LLC	(Class 43) Restaurants; Bar Services	Renewal due: 05/09/18

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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: 10/19/15  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: 12/13/15  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: 05/22/17  Renewal due: 01/09/22

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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.	Deadline to put mark in use: 05/28/17  Renewal due: 01/09/22
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: 06/23/19  Renewal due: 01/28/24

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069- CTM	STK	SN: 012913521 Filed: 05/27/14 Priority: 03/24/14  RN: 012913521 Issued: 10/8/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Deadline to put mark into use: 10/8/19  Renewal due: 05/27/2024
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.	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	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: 11/07/16  Renewal due: 06/06/21
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: 05/27/16  Renewal due: 12/21/20

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-033-CTM	HERAEA	RN: 010907831 Filed: 5/23/12 Issued: 10/18/12	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: 10/18/17  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	RN: 010907632 Filed: 5/23/12 Issued: 10/18/12	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: 10/18/17  Renewal due: 5/23/22

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-036- CTM	XISHI	RN: 011466968 Filed: 01/04/13 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: 05/16/18  Renewal due: 01/04/23

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-038- CTM	CUSINA ASELLINA	RN: 011152774 Filed: 8/30/12 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: 01/19/17  Renewal Due: 8/30/22
916-039- CTM	RHYTHM HOTEL	RN: 011574522 Filed: 02/14/13 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: 07/10/18  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	Reg No. (SN): 302881765 Reg Date (Filed): 01/28/14 Priority: 08/14/13  Cert. Issued: 07/17/14	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 beverages for consumption on and off the premises	Deadline to put mark in use: 07/17/17  Renewal Due: 01/27/24
915-069- HK	STK	Reg No.(SN): 303017015 Reg Date (Filed): 06/03/14 Priority: 03/24/14 Cert. Issued: 12/02/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Deadline to put mark in use: 12/02/17  Renewal Due: 06/03/24


# 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.	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  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.	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	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	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  RN: 511540 Issued: 4/21/14	The ONE Group, LLC	(Class 43) Bar services; restaurants	Deadline to put mark in use: 04/21/17  Renewal Due: 1/11/2023

## 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
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 filed.




PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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  Published 08/10/14  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  Designated: CN	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  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  Renewal due: 4/11/21
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  Renewal due 4/4/21


PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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 RN: 1206178 Filed: 05/05/14 Priority: 03/24/14 AU TM No. 1629374	The One Group LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Grant of Protection: 10/22/14  Deadline to put mark in use: 05/05/17  Renewal due: 05/05/24

## 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	Grant of Protection Decision: 11/11/13  Deadline to put mark in use: 11/11/16  Renewal due: 04/04/21
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  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  Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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
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 <sup>nd</sup> 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 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- 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  Renewal due: 4/4/21
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  Renewal due: 4/11/21

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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  Renewal due: 4/4/21
915-057- JP	REBEL 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	Abandoned as per client 11/05/14
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
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

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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
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  Published 11/17/14

## 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 BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13 NZ RN: 995423	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: 08/01/14  Deadline to put mark in use: 08/01/17  Renewal due: 01/27/24
915-069- NZ	STK	Int'l RN: 1206178 Filed: 05/05/14 Priority: 03/24/14 NZ RN: 999947	The One Group LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Grant of Protection: 11/06/14  Deadline to put mark in use: 11/06/17  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	Renewal due: 4/4/21

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057-NO	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	Abandoned as per client 10/07/14
915-069-NO	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.	Opposition Period Ends 12/29/14 Renewal due: 05/05/24

### 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	Protection Granted: 11/20/14  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.

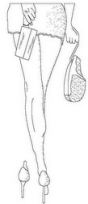
## SINGAPORE (Under Madrid)

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 SG TM No. T1405081F	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  Opposition period ends 11/12/14  Renewal due: 01/27/24

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-069-SG	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  Opposition period ends 01/12/15  Renewal due: 05/05/24

## 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

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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
915-057- CH	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- 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.

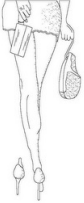
## TURKEY (Under Madrid)

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	Grant of Protection: 01/10/13  Deadline to put mark in use: 01/10/16  Renewal due: 4/4/21
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	Grant of Protection: 01/10/13  Deadline to put mark in use: 01/10/16  Renewal due: 4/11/21



PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-006-TR		Reg. No. 1074818 Filed: 4/4/2011	The ONE Group, LLC	(Class 43) Restaurants; bar services	Grant of Protection: 01/10/13  Deadline to put mark in use: 01/10/16  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  Opposition period ends 11/12/14  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  Opposition period ends 12/12/14  Renewal due: 05/05/24

## 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.

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

Register of Copyrights, United States of America

Registration Number  
VA 1-821-022

Effective date of  
registration:  
July 2, 2012

## Title

Title of Work: Legs, Cleaver, Hook & Steak Picture

## Completion/Publication

Year of Completion: 2006

Date of 1st Publication: September 18, 2006

Nation of 1st Publication: United States

## Author

Author: Cynthia K. Cortes

Author Created: photograph(s)

Work made for hire: No

Citizen of: United States

Domiciled in: United States

## Copyright claimant

Copyright Claimant: The One Group LLC

411 West 14th Street, New York, NY, 10014, United States

Transfer Statement: By written agreement

## Rights and Permissions

Organization Name: Gilman Pergament LLP

Name: Michael R. Gilman

Email: mgilman@gilmanpergament.com

Telephone: 732-636-4500

Address: 1480 Route 9 North

Suite 204

Woodbridge, NJ 07095 United States

## Certification

Name: Michael R. Gilman

Date: June 29, 2012

Applicant's Tracking Number: 915-001



## AMENDMENT NO. 3 TO CREDIT AGREEMENT

This AMENDMENT NO. 3 TO CREDIT AGREEMENT (this "Amendment") is entered into as of June 3, 2014, effective as of April 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 (collectively, the "Borrowers"), and **BANKUNITED, N.A.**, as successor by merger to Herald National Bank (hereinafter referred to as the "Bank")

### **RECITALS**

**A.** Reference is made to the Credit Agreement, dated as of October 31, 2011 (as amended through the date hereof, the "Credit Agreement"), by and among the Borrowers and the Bank. Capitalized terms used herein that are defined in the Credit Agreement and are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

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

**C.** The Borrower has requested that the Bank amend the Credit Agreement to extend the Commitment Termination Date and the Maturity Date.

**D.** The Bank has agreed to the Borrowers' requests, all on the terms and subject to the conditions set forth 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. Amendments to Credit Agreement.** Effective upon the occurrence of the Amendment No. 3 Effective Date (as defined in Section 4 below), the Credit Agreement is hereby amended as follows:

1.1 Section 1.1 (Defined Terms) of the Credit Agreement is hereby amended by restating the definition of each of "Commitment Termination Date" and "Maturity Date", each contained therein to read in their entirety as follows:

"Commitment Termination Date" means October 31, 2014.

"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.

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

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"Amendment No. 3" means Amendment No. 3 to Credit Agreement dated as of June 3, 2014, effective as of April 30, 2014, by and among the Borrowers and the Bank.

"Amendment No. 3 Effective Date" means the date on which the conditions precedent contained in Section 4 of Amendment No. 3 have been fulfilled.

## **2. Acknowledgments and Confirmations.**

### **2.1 Pledge Agreement – Subsidiary Borrowers.** The One Group hereby:

(a) confirms, acknowledges and agrees that (i) 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 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 under the Credit Agreement and the other Loan Documents, as amended hereby or otherwise, and (ii) the Pledge Agreement – Subsidiary Borrowers remains in full force and effect and is hereby ratified and confirmed; and

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

**2.2 Guarantee Agreement and Parent Pledge Agreement.** Committed Capital Acquisition Corporation, a Delaware 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 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.

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

3.1 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;

3.2 (i) The execution, delivery and performance by each of the Borrowers of this Amendment are within its limited liability company powers and have been duly authorized by all necessary limited liability company action, (ii) this Amendment is the legal, valid and binding obligation of the 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 execution, delivery and performance by each of the Borrowers does not: (A) contravene the terms of any of the organizational documents of the 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 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.

**4. Conditions Precedent to Effectiveness.**

This Amendment and the amendments contained in Section 1 shall each become effective on the date (the "Amendment No. 3 Effective Date") that the following conditions precedent shall have been fulfilled:

4.1 Amendment No. 3. The Bank shall have received this Amendment, duly executed by a duly authorized officer or officers of the Borrowers and confirmed by the Guarantor.

4.2 Fees. The Bank shall have received from the Borrowers payment in full of all reasonable out-of-pocket costs incurred in connection with this Amendment.

**5. Reference to and Effect upon the Credit Agreement.**

5.1 Effect. Except as specifically amended or terminated 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.

5.2 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; and

(c) the Loan Documents to the term "the Loan Documents" shall be deemed to include this Amendment.

**6. 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.

**7. 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.

**8. 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]

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed and delivered on the date first written above.

**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/ Jonathan Segal

Name: Jonathan Segal

Title: Chief Executive Officer

**ONE 29 PARK MANAGEMENT, LLC**

By: /s/ Jonathan Segal

Name: Jonathan Segal

Title: Chief Executive Officer

**STK-LAS VEGAS, LLC**

By: /s/ Jonathan Segal

Name: Jonathan Segal

Title: Chief Executive Officer

**STK ATLANTA, LLC**

By: /s/ Jonathan Segal

Name: Jonathan Segal

Title: Chief Executive Officer

**AGREED TO AND CONFIRMED:**

**COMMITTED CAPITAL ACQUISITION CORPORATION**

By: /s/ Jonathan Segal

Name: Jonathan Segal

Title: Chief Executive Officer

Signature Page to The One Group Amendment No. 3

## **AMENDMENT NO. 5 AND ADDENDUM TO CREDIT AGREEMENT**

This **AMENDMENT NO. 5 AND ADDENDUM TO CREDIT AGREEMENT** (this "Amendment") is entered into as of October 31, 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,

**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 an "Existing Borrower", and collectively, as the "Existing Borrowers"), and

**STK WESTWOOD, LLC**, a California limited liability company (the "New Borrower"), and

**BANKUNITED, N.A.** (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 Borrower as an additional Borrower and Subsidiary Borrower, 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 Borrower/Subsidiary Borrower.**

**1.1** The 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" and/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:

"Security Agreement" means the Third Amended and Restated Security Agreement, substantially in the form of Exhibit B annexed to Amendment No. 5, 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), WSATOG (Miami) and STK Westwood.

**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:

"Amendment No. 5" means Amendment No. 5 and Addendum to Credit Agreement dated October 31, 2014, by and among the Existing Borrowers, the New Borrower and the Bank.

"Amendment No. 5 Effective Date" means the date on which the conditions precedent contained in Section 4 of Amendment No. 5 have been fulfilled.

"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, WSATOG (Miami) and STK Westwood.

"Existing Borrowers" means The ONE Group, 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).

"New Domestic Borrower" means, STK Westwood.

"New Borrower" means STK Westwood.

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

"STK Westwood" means STK Westwood, LLC, a California limited liability company.

**2.3** 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. 5 (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.

### **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 the New Borrower.

**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 the New Domestic Borrower (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 heretofore amended and as amended by this Amendment includes the New Domestic Borrower, (ii) the term "Obligations" as used in the Pledge Agreement – Subsidiary Borrowers, as heretofore amended and 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 Borrower) 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 Borrower) under the Credit Agreement and the other Loan Documents, as amended hereby or otherwise, and (iii) the Pledge Agreement – Subsidiary Borrowers, as heretofore amended and 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 Borrower 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 Borrower of this Amendment and, with respect to the Domestic Borrower, 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 Borrower, 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 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 Borrower as a "Borrower" and a "Subsidiary Borrower" 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. 5 Effective Date") that the following conditions precedent shall have been fulfilled:

**6.1 Amendment No. 5.** The Bank shall have received this Amendment, executed by a duly authorized officer or officers of the Existing Borrowers and the New Borrower and confirmed by the Guarantor.

**6.2 Amended and Restated Security Agreement.** The Bank shall have received a Third 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/Hypothecation Agreement, in form and substance satisfactory to the Bank, executed by a duly authorized officer or officers of the New Borrower.

**6.5 New Borrower.** With respect to the addition of the New Borrower as a Borrower, the Bank shall have received:

(a) A certificate, dated the Amendment No. 5 Effective Date, of the chief financial officer or other analogous counterpart of the 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. 5 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).

(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 Borrower 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.

(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. 5 Effective Date in such official's office covering the New Borrower as debtor thereunder or any Collateral attributable to the New Borrower (in any case, other than Liens permitted to exist pursuant to Section 6.1 of the Credit Agreement).

**6.6 Legal Opinion.** Counsel to the Existing Domestic Borrowers, the New Borrower and the Guarantor shall have delivered its opinion to, and in form and substance reasonably satisfactory to, the Bank.

**6.7 USA Patriot Act.** With respect to the New Borrower, 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; and

(c) the Loan Documents to the (i) terms "Borrower" and "Borrowers" shall include the New Borrower, (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.

**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. 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, except as specifically provided herein, an 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.**

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

**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

**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

**STK WESTWOOD, LLC**

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

Signatures Continued on Following Page

**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. 5 and Addendum to Credit Agreement

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**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, **WSATOG (MIAMI) LLC**, a Delaware limited liability company and **STK WESTWOOD, LLC**, a Florida 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.** (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.

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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

**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

**TOG BISCAYNE, LLC**

By: \_\_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

**WSATOG (MIAMI) LLC**

By: \_\_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

**STK WESTWOOD, LLC**

By: \_\_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer

**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

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## EXHIBIT B

### FORM OF THIRD AMENDED AND RESTATED SECURITY AGREEMENT

**THIRD AMENDED AND RESTATED SECURITY AGREEMENT**, dated as of October 31, 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, **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 an "Existing Borrower", and collectively, as the "Existing Borrowers") and **STK WESTWOOD, LLC**, a California limited liability company (hereinafter referred to as the "New Subsidiary"; the "Existing Borrowers and the New Subsidiary are hereinafter sometimes referred to individually as a "Borrower", and collectively, as the "Borrowers") and **BANKUNITED, N.A.**, (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 a Second Amended and Restated Security Agreement, dated August 6, 2014 and effective as of June 30, 2014 (the "Existing Security Agreement").

The Existing Borrowers and the Bank have agreed to amend the Existing Credit Agreement to, inter alia, add the New Subsidiary as a Borrower thereunder, pursuant to Amendment No. 5 to Credit Agreement, dated as of the date hereof, among the Existing Borrowers, the New Subsidiary and the Bank ("Amendment No. 5"; the Existing Credit Agreement as amended by Amendment No. 5 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. 5 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.

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"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

**STK WESTWOOD, LLC**

By: \_\_  
Name: Samuel Goldfinger  
Title: Chief Financial Officer



**BANKUNITED, N.A.**

By: —

Name: Thomas F. Pergola

Title: Senior Vice President

The ONE Group Third Amended and Restated Security Agreement Signature Page

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

On the 31st day of October 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.

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Notary Public

My Commission Expires:

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**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 14<sup>th</sup> Street, 3<sup>rd</sup> 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 5<sup>th</sup> 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 14<sup>th</sup> Street, New York, New York  
10014
  3. JEC II LLC; 1 Little West 12<sup>th</sup> Street, New York, New York  
10014
  4. MPD Space Events, LLC; 26 Little West 12<sup>th</sup> Street, New York, New York  
10014
  5. Little West 12th LLC; 26 Little West 12<sup>th</sup> Street, New York, New York  
10014
  6. Basement Manager LLC; 26 Little West 12<sup>th</sup> Street, New York, New York  
10014
  7. Asellina Marks LLC; 411 West 14<sup>th</sup> Street, 3<sup>rd</sup> 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

Subsidiary	Jurisdiction of Formation	Type of Organization	Ownership Interest
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%
STK Westwood, LLC	California	Limited Liability Company	100%

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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

STK Westwood, LLC

NONE

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**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

STK Westwood, LLC

NONE

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**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.

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**Service Marks and Trademarks of THE ONE GROUP, LLC**  
*Revised: 10/29/2014*




**UNITED STATES**


<b>PGC NO.</b>	<b>MARK</b>	<b>APPLICATION/REGISTRATION NO.</b>	<b>APPLICANT/REGISTRANT</b>	<b>(CLASS) GOODS AND/OR SERVICES</b>	<b>STATUS</b>
484-006	THE ONE NEW YORK	SN: 78/528,391 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14

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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) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14
484-011	THE ONE GROUP	SN: 78/528,430 filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	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
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

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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.
915-036	 [STK OUT – A GIRL’S GOTTA EAT]	SN: 85/451,863 Filed: 10/20/11	The ONE Group, LLC	(Class 43) Bar services	Abandoned.

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  RN: 4,234,247 Issued: 10/30/12	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
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 <sup>th</sup> 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 2 <sup>nd</sup> Ext, due: 3/11/15

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  RN: 4,613,901 Issued: 9/30/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	8 & 15 Due: 9/30/2020
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.	Non-Final Action Issued: 10/7/14.  Res. Due: 4/7/15

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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
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

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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.	To Be Abandoned

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>	To Be Abandoned

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>	To Be Abandoned

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 3 <sup>rd</sup> Ext., Due: 3/24/15
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 <sup>rd</sup> 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 filed.
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	Refusal Issued. Will be maintained pending until Gouverneur STK issues resolved

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-063-CA	STK	SN: 1653383 Filed: 11/25/13	The ONE Group, LLC	Restaurant reservation services	Refusal Issued. Will be maintained pending until Gouverneur STK issues resolved
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.	Refusal Issued. Will be maintained pending until Gouverneur STK issues resolved
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	Notice of Allowance Issued: 9/5/14.  Proof of Use Due: 1/30/16

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 <sup>st</sup> 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	<p>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</p> <p>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</p>	<p>Notice of Allowance: 7/19/13</p> <p>Dec of Use Due: 5/23/15</p>





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  RN: 012913521 Issued: 10/8/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Deadline to put mark into use: 10/8/19  Renewal due: 05/27/2024
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

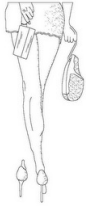
# GUERNSEY

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  RN: 511540 Issued: 4/21/14	The ONE Group, LLC	(Class 43) Bar services; restaurants	Renewal Due: 1/11/2023

## 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

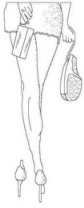
## CUBA (Under Madrid)

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 <sup>nd</sup> 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 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- 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)

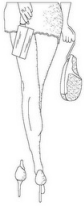
PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-JP	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Grant of Protection: 10/27/11  Deadline to put mark in use: 10/27/14  Renewal due: 4/4/21

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 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  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 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- 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 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- 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.

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

Register of Copyrights, United States of America

Registration Number  
VA 1-821-022

Effective date of  
registration:

July 2, 2012

## Title

Title of Work: Legs, Cleaver, Hook & Steak Picture

## Completion/Publication

Year of Completion: 2006

Date of 1st Publication: September 18, 2006

Nation of 1st Publication: United States

## Author

■ Author: Cynthia K. Cortes

Author Created: photograph(s)

Work made for hire: No

Citizen of: United States

Domiciled in: United States

## Copyright claimant

Copyright Claimant: The One Group LLC

411 West 14th Street, New York, NY, 10014, United States

Transfer Statement: By written agreement

## Rights and Permissions

Organization Name: Gilman Pergament LLP

Name: Michael R. Gilman

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Address: 1480 Route 9 North

Suite 204

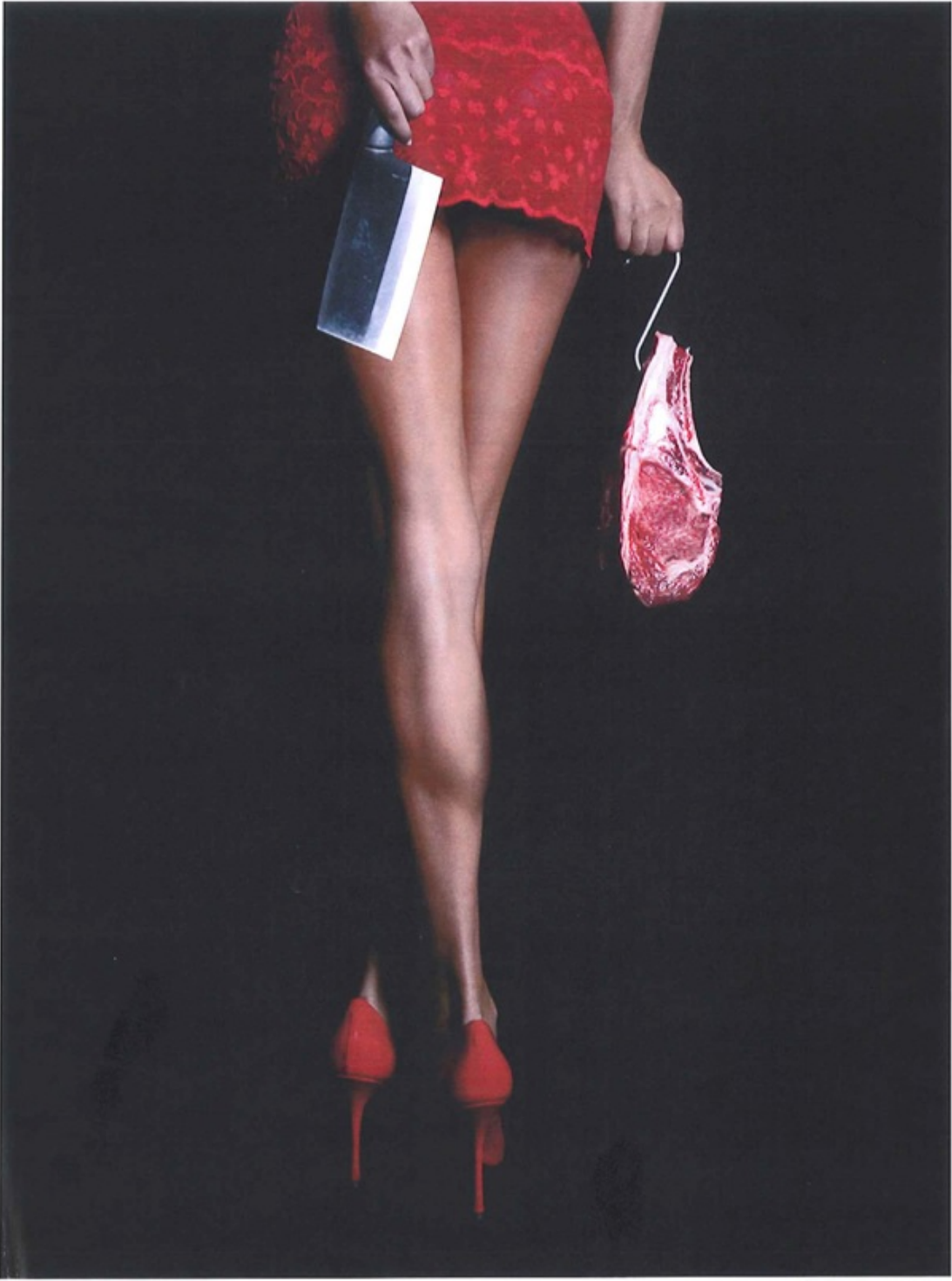
Woodbridge, NJ 07095 United States

## Certification

Name: Michael R. Gilman

Date: June 29, 2012

Applicant's Tracking Number: 915-001



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**SCHEDULE I**

**[SCHEDULE I TO PLEDGE AGREEMENT – SUBSIDIARY BORROWERS]**

<u>Issuer</u>	<u>Type of Entity</u>	<u>Type of Equity Interest</u>	<u>Certificate Number</u>	<u>Number of Shares</u>	<u>Percentage of Issued and Outstanding Shares</u>
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%
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%

<u>Issuer</u>	<u>Type of Entity</u>	<u>Type of Equity Interest</u>	<u>Certificate Number</u>	<u>Number of Shares</u>	<u>Percentage of Issued and Outstanding Shares</u>
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%
STK Westwood, LLC	California 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

Note No. 16, dated August \_\_, 2014, in the original principal amount of \$\_\_\_\_\_, executed by the Existing Borrowers in favor of the Bank

### **THIRD AMENDED AND RESTATED SECURITY AGREEMENT**

**THIRD AMENDED AND RESTATED SECURITY AGREEMENT**, dated as of October 31, 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, **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 an "Existing Borrower", and collectively, as the "Existing Borrowers") and **STK WESTWOOD, LLC**, a California limited liability company (hereinafter referred to as the "New Subsidiary"; the "Existing Borrowers and the New Subsidiary are hereinafter sometimes referred to individually as a "Borrower", and collectively, as the "Borrowers") and **BANKUNITED, N.A.**, (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 a Second Amended and Restated Security Agreement, dated August 6, 2014 and effective as of June 30, 2014 (the "Existing Security Agreement").

The Existing Borrowers and the Bank have agreed to amend the Existing Credit Agreement to, inter alia, add the New Subsidiary as a Borrower thereunder, pursuant to Amendment No. 5 to Credit Agreement, dated as of the date hereof, among the Existing Borrowers, the New Subsidiary and the Bank ("Amendment No. 5"; the Existing Credit Agreement as amended by Amendment No. 5 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. 5 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.

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"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 depositary bank with respect to each Deposit Account not maintained at the Bank pursuant to which the depositary 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

**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

**STK WESTWOOD, LLC**

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

**BANKUNITED, N.A.**

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

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

On the 31st day of October 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:

September 22, 2018 \_\_\_\_\_

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**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 14<sup>th</sup> Street, 3<sup>rd</sup> 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 5<sup>th</sup> 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 14<sup>th</sup> Street, New York, New York  
10014
  3. JEC II LLC; 1 Little West 12<sup>th</sup> Street, New York, New York  
10014
  4. MPD Space Events, LLC; 26 Little West 12<sup>th</sup> Street, New York, New York  
10014
  5. Little West 12th LLC; 26 Little West 12<sup>th</sup> Street, New York, New York  
10014
  6. Basement Manager LLC; 26 Little West 12<sup>th</sup> Street, New York, New York  
10014
  7. Asellina Marks LLC; 411 West 14<sup>th</sup> Street, 3<sup>rd</sup> 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

Subsidiary	Jurisdiction of Formation	Type of Organization	Ownership Interest
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%
STK Westwood, LLC	California	Limited Liability Company	100%

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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

STK Westwood, LLC

NONE

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**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

STK Westwood, LLC

NONE

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**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.

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**Service Marks and Trademarks of THE ONE GROUP, LLC**


*Revised: 10/29/2014*

**UNITED STATES**




<b>PGC NO.</b>	<b>MARK</b>	<b>APPLICATION/ REGISTRATION NO.</b>	<b>APPLICANT/ REGISTRANT</b>	<b>(CLASS) GOODS AND/OR SERVICES</b>	<b>STATUS</b>
484-006	THE ONE NEW YORK	SN: 78/528,391 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14


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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) restaurants, cafes, bar services, cocktail lounges.	
484-010	THE ONE LOS ANGELES	SN: 78/528,424 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14
484-011	THE ONE GROUP	SN: 78/528,430 filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	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
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



PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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.
915-036	 <small>A GIRL'S GOTTA EAT.</small> [STK OUT – A GIRL'S GOTTA EAT]	SN: 85/451,863 Filed: 10/20/11	The ONE Group, LLC	(Class 43) Bar services	Abandoned.

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-036- CHLD	 <p>[STK OUT – A GIRL’S GOTTA EAT]</p>	SN: 85/976,492 Filed: 10/20/11  RN: 4,234,247 Issued: 10/30/12	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
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 <sup>th</sup> 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 2 <sup>nd</sup> Ext, due: 3/11/15

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  RN: 4,613,901 Issued: 9/30/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	8 & 15 Due: 9/30/2020
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.	Non-Final Action Issued: 10/7/14.  Res. Due: 4/7/15

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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
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

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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.	To Be Abandoned

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>	To Be Abandoned

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>	To Be Abandoned

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 3 <sup>rd</sup> Ext., Due: 3/24/15
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 <sup>rd</sup> 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 filed.
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	Refusal Issued. Will be maintained pending until Gouverneur STK issues resolved

PGC NO.	MARK	APPLICATION/REGISTRATION NO.	APPLICANT/REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-063-CA	STK	SN: 1653383 Filed: 11/25/13	The ONE Group, LLC	Restaurant reservation services	Refusal Issued. Will be maintained pending until Gouverneur STK issues resolved
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.	Refusal Issued. Will be maintained pending until Gouverneur STK issues resolved
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	Notice of Allowance Issued: 9/5/14.  Proof of Use Due: 1/30/16


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 <sup>st</sup> 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	<p>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</p> <p>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</p>	<p>Notice of Allowance: 7/19/13</p> <p>Dec of Use Due: 5/23/15</p>

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  RN: 012913521 Issued: 10/8/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	Deadline to put mark into use: 10/8/19  Renewal due: 05/27/2024
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  RN: 511540 Issued: 4/21/14	The ONE Group, LLC	(Class 43) Bar services; restaurants	Renewal Due: 1/11/2023

## 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 <sup>nd</sup> 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 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- 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)

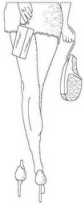
PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003-JP	STK	RN: 1074024 Filed: 4/4/11	The ONE Group, LLC	(Class 43) Bar services, Restaurants	Grant of Protection: 10/27/11  Deadline to put mark in use: 10/27/14  Renewal due: 4/4/21

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 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  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)

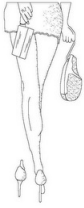
PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-003- NO	STK	Int'l RN: 1074024 Filed: 04/04/11	The ONE Group, LLC	(Class 43) Bar services; restaurants	Grant of Protection: 12/09/11  Deadline to put mark in use: 12/09/2016  Renewal due: 04/04/21
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 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- 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

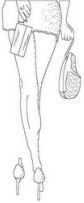
PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
915-057- CH	REBEL BY STK	Int'l RN: 1197026 Filed: 01/27/14 Priority: 08/14/13	The ONE Group, LLC	(Class 43) Bar and cocktail lounge services; Bar and restaurant services; Cafe services; Cafes; Cocktail 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- 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.

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

Register of Copyrights, United States of America

Registration Number  
VA 1-821-022

Effective date of  
registration:

July 2, 2012

## Title

Title of Work: Legs, Cleaver, Hook & Steak Picture

## Completion/Publication

Year of Completion: 2006

Date of 1st Publication: September 18, 2006

Nation of 1st Publication: United States

## Author

■ Author: Cynthia K. Cortes

Author Created: photograph(s)

Work made for hire: No

Citizen of: United States

Domiciled in: United States

## Copyright claimant

Copyright Claimant: The One Group LLC

411 West 14th Street, New York, NY, 10014, United States

Transfer Statement: By written agreement

## Rights and Permissions

Organization Name: Gilman Pergament LLP

Name: Michael R. Gilman

Email: mgilman@gilmanpergament.com

Telephone: 732-636-4500

Address: 1480 Route 9 North

Suite 204

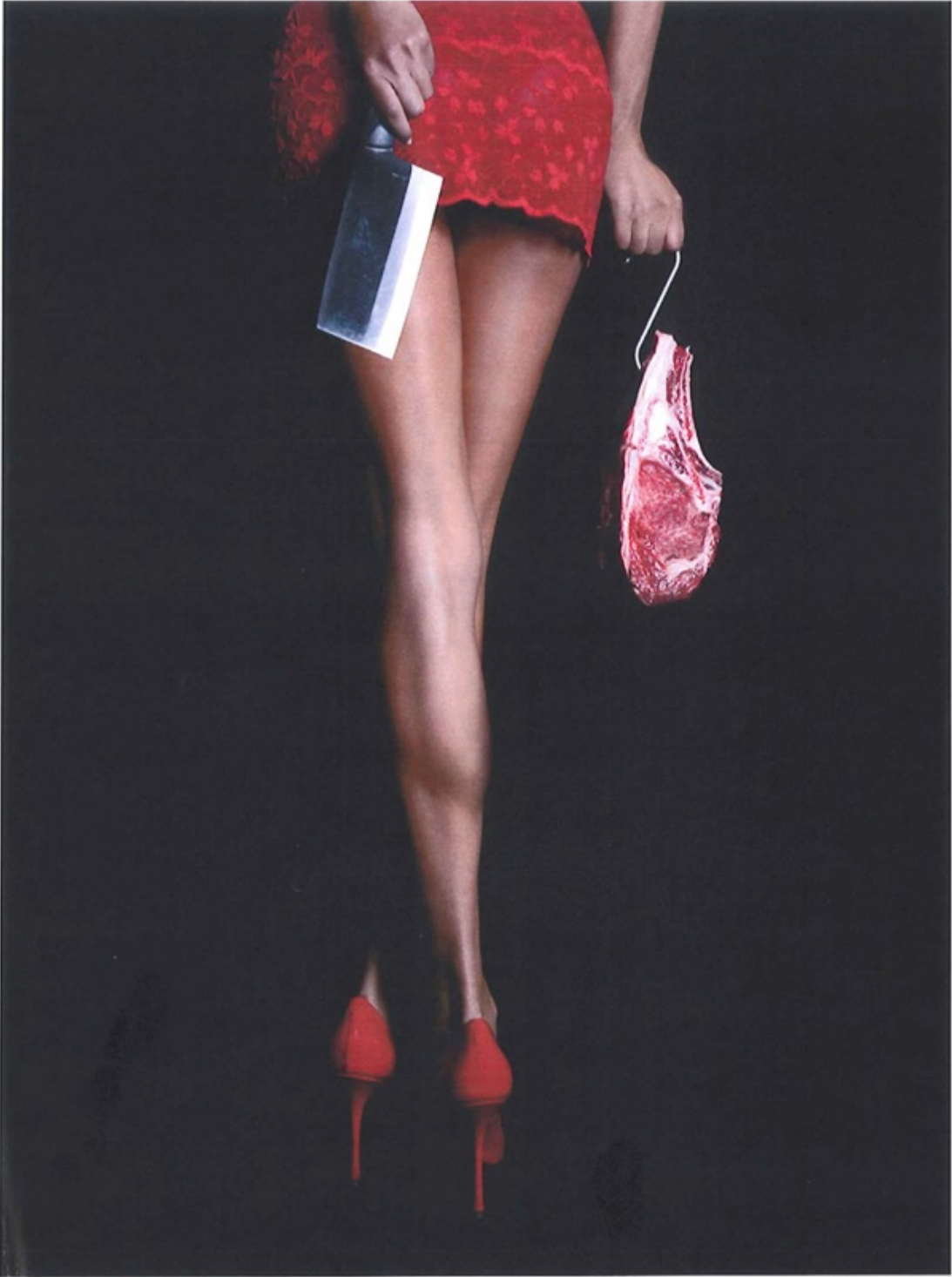
Woodbridge, NJ 07095 United States

## Certification

Name: Michael R. Gilman

Date: June 29, 2012

Applicant's Tracking Number: 915-001



## GRANT OF SECURITY INTEREST (TRADEMARKS)

Dated: October 31, 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, WSATOG (Miami) LLC and STK Westwood, LLC, (collectively, the "Borrowers"), and the Secured Party, and pursuant to which the Borrowers have entered into a certain Third Amended and Restated Security Agreement, dated as of October 31, 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]

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**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)

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

On the 31st day of October 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:

September 22, 2018

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**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**by The ONE Group, LLC**  
**Dated as of October 31, 2014**

---

**Service Marks and Trademarks of THE ONE GROUP, LLC**

*Revised: 10/29/2014*


**UNITED STATES**




<b>PGC NO.</b>	<b>MARK</b>	<b>APPLICATION/ REGISTRATION NO.</b>	<b>APPLICANT/ REGISTRANT</b>	<b>(CLASS) GOODS AND/OR SERVICES</b>	<b>STATUS</b>
484-006	THE ONE NEW YORK	SN: 78/528,391 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14


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PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
916-053 (previously 484-009)		SN: 78/528,416 Filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	Suspended on 7/27/05. Still suspended as of 5/19/14, despite submission of Segal Aff'd 2/15/14
484-011	THE ONE GROUP	SN: 78/528,430 filed 12/7/04	THE ONE GROUP, LLC	(Class 43) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	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) restaurants, cafes, bar services, cocktail lounges.	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
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

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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.
915-036	 <small>A GIRL'S GOTTA EAT.</small> [STK OUT – A GIRL'S GOTTA EAT]	SN: 85/451,863 Filed: 10/20/11	The ONE Group, LLC	(Class 43) Bar services	Abandoned.

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  RN: 4,234,247 Issued: 10/30/12	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
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 <sup>th</sup> 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 2 <sup>nd</sup> Ext, due: 3/11/15

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  RN: 4,613,901 Issued: 9/30/14	The ONE Group, LLC	(Class 41) Arranging and conducting nightclub entertainment events; Arranging and conducting nightclub parties; Night clubs.	8 & 15 Due: 9/30/2020
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.	Non-Final Action Issued: 10/7/14.  Res. Due: 4/7/15

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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
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

PGC NO.	MARK	APPLICATION/ REGISTRATION NO.	APPLICANT/ REGISTRANT	(CLASS) GOODS AND/OR SERVICES	STATUS
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.	To Be Abandoned



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>	To Be Abandoned

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>	To Be Abandoned

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 3 <sup>rd</sup> Ext., Due: 3/24/15
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

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Maria A. Pallante*

Register of Copyrights, United States of America

Registration Number  
VA 1-821-022

Effective date of  
registration:  
July 2, 2012

## Title

Title of Work: Legs, Cleaver, Hook & Steak Picture

## Completion/Publication

Year of Completion: 2006

Date of 1st Publication: September 18, 2006

Nation of 1st Publication: United States

## Author

■ Author: Cynthia K. Cortes

Author Created: photograph(s)

Work made for hire: No

Citizen of: United States

Domiciled in: United States

## Copyright claimant

Copyright Claimant: The One Group LLC

411 West 14th Street, New York, NY, 10014, United States

Transfer Statement: By written agreement

## Rights and Permissions

Organization Name: Gilman Pergament LLP

Name: Michael R. Gilman

Email: mgilman@gilmanpergament.com

Telephone: 732-636-4500

Address: 1480 Route 9 North

Suite 204

Woodbridge, NJ 07095 United States

## Certification

Name: Michael R. Gilman

Date: June 29, 2012

Applicant's Tracking Number: 915-001





## LIST OF SUBSIDIARIES

The ONE Group, LLC	Delaware
Little West 12th, LLC	Delaware
Basement Manager, LLC	New York
JEC II, LLC	New York
MPD Space Events, LLC	New York
ONE 29 Park Management, LLC	New York
STK Midtown Holdings, LLC	New York
STK Midtown, LLC	New York
STKOUT Midtown, LLC	New York
ONE Marks, LLC	Delaware
Asellina Marks, LLC	Delaware
ONE Atlantic City, LLC	New Jersey
WSATOG, LLC	Delaware
STK Miami, LLC	Florida
STK Miami Service, LLC	Florida
Bridge Hospitality, LLC	California
ONE-LA Management, LLC	New York
STK-LA, LLC	New York
STK-Las Vegas, LLC	Nevada
Heraea Vegas, LLC	Nevada
BBCLV, LLC	Nevada
Xi Shi Las Vegas, LLC	Nevada
One TCI Ltd.	Turks and Caicos
STK Atlanta, LLC	Georgia
STK DC, LLC	Delaware
STK Orlando, LLC	Florida
TOG Biscayne, LLC	Florida
STK Chicago, LLC	Illinois
STK Westwood, LLC	California
STK Denver, LLC	Colorado
T.O.G. (UK) Limited	United Kingdom
Hip Hospitality Limited	United Kingdom
T.O.G. (Aldwych) Limited	United Kingdom

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CA Aldwych Limited  
T.O.G. (Milan) S.r.l.

United Kingdom  
Italy

OTHER SUBSIDIARIES (not consolidated for GAAP purposes):

Bagatelle Little West 12th, LLC  
Bagatelle La Cienega, LLC  
Bagatelle NY LA Investors, LLC  
One 29 Park, LLC

New York  
California  
New York  
Delaware

Consent of Independent Registered Public Accounting Firm

We have issued our report dated March 31, 2015, with respect to the consolidated financial statements included in the Annual Report of The ONE Group Hospitality, Inc. and subsidiaries (the "Company") on Form 10-K for the year ended December 31, 2014. We hereby consent to the incorporation by reference of said report in the Registration Statements of the Company on Form S-3 (File No. 333-174599) and on Form S-8 (File No. 333-193207).

/s/ GRANT THORNTON LLP

New York, New York

March 31, 2015

CERTIFICATIONS UNDER SECTION 302

I, Jonathan Segal, certify that:

1. I have reviewed this annual report on Form 10-K 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: March 31, 2015

/s/ Jonathan Segal

**Jonathan Segal**

Title: Chief Executive Officer

CERTIFICATIONS UNDER SECTION 302

I, Samuel Goldfinger, certify that:

1. I have reviewed this annual report on Form 10-K 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: March 31, 2015

/s/ Samuel Goldfinger

Samuel Goldfinger

Title: Chief Financial Officer

CERTIFICATIONS UNDER SECTION 906

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), the undersigned officer of The ONE Group Hospitality, Inc., a Delaware corporation (the “Company”), does hereby certify, to such officer’s knowledge, that:

The Annual Report for the year ended December 31, 2014 (the “Form 10-K”) of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 31, 2015    /s/ Jonathan Segal  
Jonathan Segal  
Title: Chief Executive Officer

**CERTIFICATIONS UNDER SECTION 906**

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), the undersigned officer of The ONE Group Hospitality, Inc., a Delaware corporation (the “Company”), does hereby certify, to such officer’s knowledge, that:

The Annual Report for the year ended December 31, 2014 (the “Form 10-K”) of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: March 31, 2015    /s/ Samuel Goldfinger  
Samuel Goldfinger  
Title: Chief Financial Officer