

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM342787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E&I HOLDINGS, INC.		05/27/2015	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC , as Administrative Agent		
Street Address:	551 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2130580	THE EGG & I	
Registration Number:	3167984	THE EGG & I	
Registration Number:	4057141	THE EGG I AM	
Registration Number:	4498139	THE EGG & I BREAKFAST & LUNCH	
Registration Number:	4497925	MOTHER ALWAYS TOLD YOU TO EAT A GOOD BRE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.038		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	05/29/2015		

OP \$140.00 2130580

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 27, 2015, by and between E&I HOLDINGS, INC., a Colorado corporation ("Grantor"), in favor of GOLUB CAPITAL LLC (successor to Golub Capital Management LLC), in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of May 27, 2015, by and among Grantor, First Watch Restaurants, Inc., a Delaware corporation ("First Watch"), the other Loan Parties from time to time party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to First Watch, which Loans have been guaranteed by Grantor as provided for therein;

WHEREAS, pursuant to that certain Security Agreement, dated December 23, 2011, by and among Grantor, First Watch, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such

time as a verified statement of use or amendment to allege use is filed with respect to such trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic means of transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

6. RELEASE OF COLLATERAL OR GRANTORS; TERMINATION. The terms of Section 10.12 ("Release of Collateral or Guarantors") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms. Upon the Termination Date, the liens and security interest granted hereby shall terminate, and all rights to the Trademarks shall revert to the applicable Grantors or any other Person entitled thereto, and at such time, Administrative Agent will authorize the filing of appropriate releases of security interests in the Trademarks, and take such further action as is reasonably requested by any Grantor in respect of the foregoing.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

E&I HOLDINGS, INC.

By: 
Name: Paul Hineman
Title: Treasurer, Secretary and Senior Vice
President

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 

Name: **Marc C. Robinson**

Title: **Managing Director**

Schedule A

Registered Trademarks

Mark	Registration No.	Registration Date
THE EGG & I & Design	2,130,580	January 20, 1998
THE EGG & I	3,167,984	November 7, 2006
THE EGG I AM	4,057,141	November 15, 2011
THE EGG & I BREAKFAST & LUNCH (color claimed)	4,498,139	March 18, 2014
MOTHER ALWAYS TOLD YOU TO EAT A GOOD BREAKFAST	4,497,925	March 18, 2014
State Marks		
THE EGG & I Colorado	20051481987	December 29, 2005
THE EGG & I "BEST RESTAURANT IN TOWN" and Design Colorado	20061349722	August 25, 2006
THE EGG & I Illinois	102013	August 2, 2010
THE EGG & I and Design Illinois	067487	October 18, 1990
THE EGG & I Texas	800609512	February 27, 2006
THE EGG & I Wyoming	2006-000505704	January 5, 2006