

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350635

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|-----------------------------------|-------------------------------------|--------------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FIREHOUSE RESTAURANT GROUP, INC. | | 08/05/2015 | CORPORATION: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | TD BANK, N.A. | | |
| Street Address: | 9715 GATE PARKWAY N. | | |
| City: | JACKSONVILLE | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32246 | | |
| Entity Type: | NATIONAL ASSOCIATION: UNITED STATES | | |
| PROPERTY NUMBERS Total: 66 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1903134 | N. Y. C. | |
| Registration Number: | 1903135 | FIREHOUSE | |
| Registration Number: | 1983934 | FIREHOUSE SUBS EST. 1994 | |
| Registration Number: | 2606263 | FIREHOUSE SUBS | |
| Registration Number: | 2784438 | FULLY INVOLVED | |
| Registration Number: | 2786569 | ENGINEER SUB | |
| Registration Number: | 2795059 | FIREHOUSE SUBS | |
| Registration Number: | 2795060 | FIREHOUSE SUBS | |
| Registration Number: | 2797711 | HOOK & LADDER SUB | |
| Registration Number: | 2802416 | NEW YORK STEAMER SUB | |
| Registration Number: | 2866824 | FIREHOUSE SUBS | |
| Registration Number: | 3000715 | FIREHOUSE | |
| Registration Number: | 3012834 | FIREHOUSE SUBS | |
| Registration Number: | 3012835 | FIREHOUSE SUBS | |
| Registration Number: | 3014796 | FIREHOUSE SUBS | |
| Registration Number: | 3017190 | FIREHOUSE "HERO" SUB | |
| Registration Number: | 3027225 | FIREHOUSE SUBS | |
| Registration Number: | 3027226 | FIREHOUSE SUBS | |
| Registration Number: | 3031377 | FIREHOUSE SUBS | |
| TRADEMARK | | | |

OP \$1665.00 1903134

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3031378 | FIREHOUSE SUBS |
| Registration Number: | 3063736 | FIREHOUSE SUBS |
| Registration Number: | 3063737 | FIREHOUSE SUBS |
| Registration Number: | 3065955 | FIREHOUSE SUBS |
| Registration Number: | 3070837 | FIREHOUSE SUBS |
| Registration Number: | 3070838 | FIREHOUSE SUBS |
| Registration Number: | 3070844 | FIREHOUSE SUBS |
| Registration Number: | 3082197 | FIREHOUSE SUBS |
| Registration Number: | 3082196 | FIREHOUSE SUBS |
| Registration Number: | 3173205 | CAPTAIN SORENSEN'S DATIL PEPPER HOT SAUC |
| Registration Number: | 3161773 | CAPTAIN SORENSEN'S |
| Registration Number: | 3246353 | FIREHOUSE SUBS |
| Registration Number: | 3253052 | FIREHOUSE SUBS |
| Registration Number: | 3261752 | FIREHOUSE SUBS |
| Registration Number: | 3306295 | FIREHOUSE SUBS |
| Registration Number: | 3316544 | FIREHOUSE SUBS FOUNDED BY FIREMEN |
| Registration Number: | 3323733 | HOOK & LADDER |
| Registration Number: | 3323734 | NEW YORK STEAMER |
| Registration Number: | 3323735 | FIREHOUSE HERO |
| Registration Number: | 3323736 | FIREHOUSE STEAK & CHEESE |
| Registration Number: | 3323708 | CHIEF'S SALAD |
| Registration Number: | 3323156 | FIREHOUSE SUBS |
| Registration Number: | 3323157 | FIREHOUSE SUBS |
| Registration Number: | 3323158 | FIREHOUSE SUBS |
| Registration Number: | 3382694 | FIREHOUSE SUBS |
| Registration Number: | 3413742 | FOUNDED BY FIREMEN |
| Registration Number: | 3413743 | FOUNDED BY FIREMEN |
| Registration Number: | 3482188 | FIREHOUSE SUBS FOUNDED BY FIREMEN |
| Registration Number: | 3482187 | FIREHOUSE SUBS FOUNDED BY FIREMEN |
| Registration Number: | 3355508 | ENGINEER |
| Registration Number: | 3357598 | FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION |
| Registration Number: | 3615605 | FIREHOUSE SUBS |
| Registration Number: | 3618997 | FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION |
| Registration Number: | 3751737 | FIREHOUSE MEATBALL |
| Registration Number: | 3791438 | FIREHOUSE SUBS CHERRY LIME-AID FIREHOUSE |
| Registration Number: | 3827073 | FIREHOUSE SUBS |
| Registration Number: | 3833616 | FIREHOUSE SUBS |
| Registration Number: | 3847091 | THE ROOKIE |

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 3982660 | MAKE IT A DOUBLE |
| Registration Number: | 4229755 | OUR WAY BEATS THEIR WAY. IF YOU DON'T AG |
| Registration Number: | 4618210 | FIREHOUSE SUBS CHERRY LIME - AID LIGHT |
| Registration Number: | 4639976 | HOOK & LADDER SALAD |
| Registration Number: | 4639978 | FIREHOUSE SALAD |
| Registration Number: | 4639977 | HOOK & LADDER LIGHT |
| Registration Number: | 4698358 | CAPT. SORENSEN'S DATIL PEPPER GRILLED CH |
| Registration Number: | 4738798 | FIREHOUSE FUNDS |
| Serial Number: | 86475684 | HEROFUEL |

CORRESPONDENCE DATA

Fax Number: 2158511420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-241-7966

Email: karmellino@reedsmith.com

Correspondent Name: Brian M. Schenker

Address Line 1: 1717 Arch Street, Suite 3100

Address Line 2: Reed Smith LLP

Address Line 4: Philadelphia, PENNSYLVANIA 19103

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 839244.60085 |
| NAME OF SUBMITTER: | Brian M. Schenker |
| SIGNATURE: | /Brian M. Schenker/ |
| DATE SIGNED: | 08/06/2015 |

Total Attachments: 21

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 5th day of August, 2015, by **FIREHOUSE RESTAURANT GROUP, INC.**, a Florida corporation, with a mailing address of 3400-8 Kori Rd., Jacksonville, FL 32257 ("Borrower") and delivered to **TD BANK, N.A.** having an address of 9715 Gate Parkway N., Jacksonville, Florida 32246 ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Amended and Restated Loan and Security Agreement of even date herewith between Borrower and Lender (as it may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Lender a lien on and security interest in certain assets of Borrower associated with or relating to services or products sold under Borrower's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on and security interest in and, after the occurrence and during the continuance of an Event of Default, a royalty-free license to use, the Trademarks and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of the Obligations (as defined in the Loan Agreement), and Lender desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Borrower grants to Lender a lien on and security interest in all of Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the registrations for the Trademarks in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full; provided that, Borrower may abandon any such registrations upon receipt of the written consent of the Lender, which consent will not be unreasonably withheld or delayed.

3. Borrower represents, warrants and covenants to Lender that:

(a) The registrations for the Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (other than application for the registration thereof which have been filed) are registered, and such registrations are valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, as used in its business, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Lender hereunder, licenses to Affiliates of Borrower, licenses or sublicenses to franchisees and licenses granted in the ordinary course with respect to marketing, sponsorships, or other business activities) and covenants by Borrower not to sue third persons;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a Material Adverse Effect on Borrower or its Property;

(f) Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and

(g) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit Borrower's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure Borrower's compliance with this paragraph 3(g).

4. Borrower further covenants that:

(a) Until all the Obligations are indefeasibly paid and satisfied in full, Borrower will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, Borrower's obligations under the Loan Agreement or which restrict or impair Lender's rights hereunder.

(b) If Borrower acquires rights to any new trademark registrations, or files any new applications for trademark registrations, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Lender prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Lender that an Event of Default has occurred under the Loan Agreement and that Lender has not elected to exercise its rights hereunder: (i) Borrower shall continue to have the

exclusive right to use the Trademarks; and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Lender (and other than licenses and sub-licenses granted in the ordinary course of business) without the prior written consent of Lender.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect from time to time, in the State of Florida, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, Borrower hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and after all Obligations are indefeasibly paid and satisfied in full, Lender shall, at Borrower's expense, execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of

Obligations to Lender and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until the Obligations are indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Lender, Borrower shall make federal application on registerable but unregistered Trademarks belonging to Borrower and licensed to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not abandon any Trademarks without the prior written consent of Lender, which consent will not be unreasonably withheld or delayed.

13. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at the expense of Borrower.

15. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. THIS AGREEMENT, AND ALL MATERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF FLORIDA. THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

19. Borrower hereby irrevocably consents to the non-exclusive jurisdiction of the Courts of the State of Florida or the United States District Court for the Middle District of Florida in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Borrower waives any objection which Borrower may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Borrower irrevocably agrees to service of


process by certified mail, return receipt requested to the address of the appropriate party set forth on the signature page hereto.

20. BORROWER (AND LENDER BY ITS ACCEPTANCE HEREOF) HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED HEREUNDER OR UNDER THE LOAN DOCUMENTS.

[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

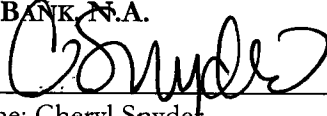
Borrower:
FIREHOUSE RESTAURANT GROUP, INC.

By: 
Name: Robin O. Sorensen
Title: President

Address: 3400-8 Kori Rd., Jacksonville, FL 32257

Approved and Accepted:

TD BANK N.A.

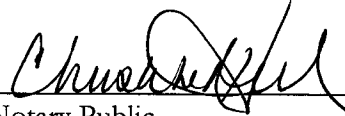
By: 
Name: Cheryl Snyder
Title: Vice President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Florida :SS
COUNTY OF Duval :






On this 5th day of August, 2015, before me personally appeared Robin O. Sorensen, to me known and being duly sworn, deposes and says that he is the President of Firehouse Restaurant Group, Inc., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the Agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

























Notary Public
My Commission Expires:


Schedule A to Trademark Security Agreement

| REGISTERED US TRADEMARKS AND SERVICE MARKS | | | | |
|--|---|------------|-------------------|---|
| | MARK | REG. NO. | REG. DATE | Class/Use |
| 1 |  | 1,903,134* | July 4, 1995 | Restaurant Services |
| 2 |  | 1,903,135* | July 4, 1995 | Restaurant Services |
| 3 |  | 1,983,934* | July 2, 1996 | Restaurant Services, Providing of Food and Drink |
| 4 | FIREHOUSE SUBS | 2,606,263* | August 13, 2002 | Restaurant Services specializing in submarine style sandwiches for public consumption |
| 5 | FULLY INVOLVED | 2,784,438* | November 18, 2003 | Restaurant services |
| 6 | ENGINEER SUB | 2,786,569* | November 25, 2003 | Food products, namely sandwiches |
| 7 |  | 2,795,059* | December 16, 2003 | Charitable Fund Raising |
| 8 | FIREHOUSE SUBS | 2,795,060* | December 16, 2003 | Charitable Fund Raising |
| 9 | HOOK & LADDER SUB | 2,797,711* | December 23, 2003 | Food products, namely sandwiches |
| 10 | NEW YORK STEAMER SUB | 2,802,416* | January 6, 2004 | Food products, namely sandwiches |
| 11 |  | 2,866,824* | July 27, 2004 | Clothing, namely t-shirts, golf shirts and polo shirts |

| | | | | |
|-----|---|------------|--------------------|--|
| 12. | FIREHOUSE | 3,000,715* | September 27, 2005 | Clothing, namely shirts |
| 13 |  | 3,012,834* | November 8, 2005 | Restaurant Franchising |
| 14 |  | 3,012,835* | November 8, 2005 | Restaurant Services |
| 15 | FIREHOUSE SUBS | 3,014,796* | November 15, 2005 | Restaurant Franchising |
| 16 | FIREHOUSE "HERO" SUB | 3,017,190* | November 22, 2005 | Sandwiches |
| 17 | FIREHOUSE SUBS | 3,027,225* | December 13, 2005 | Cereal based snack foods; foods, namely cookies and brownies |
| 18 |  | 3,027,226* | December 13, 2005 | Cereal based snack foods; foods, namely cookies and brownies |
| 19 | FIREHOUSE SUBS | 3,031,377* | December 20, 2005 | Pastries and desert items, namely cookies and brownies |
| 20 |  | 3,031,378* | December 20, 2005 | Pastries and desert items, namely cookies and brownies |
| 21 | FIREHOUSE SUBS | 3,063,736* | February 28, 2006 | Stickers |
| 22 |  | 3,063,737* | February 28, 2006 | Stickers |
| 23 | FIREHOUSE SUBS | 3,065,955* | March 7, 2006 | Bags, namely paper bags |
| 24 | FIREHOUSE SUBS | 3,070,837* | March 21, 2006 | Hats; toy vehicles |
| 25 |  | 3,070,838* | March 21, 2006 | Hats; toy vehicles |
| 26 |  | 3,070,844* | March 21, 2006 | Bags, namely paper bags |
| 27 |  | 3,082,197* | April 18, 2006 | Paper for wrapping and packaging of food |
| 28 | FIREHOUSE SUBS | 3,082,196* | April 18, 2006 | Paper for wrapping and packaging of food |

| | | | | |
|----|---|------------|-------------------|---|
| 29 |  | 3,173,205* | Nov. 21, 2006 | Sauces |
| 30 | CAPTAIN SORENSEN'S | 3,161,773* | Oct. 24, 2006 | Sauces |
| 31 |  | 3,246,353* | May 29, 2007 | Restaurant Franchising |
| 32 |  | 3,253,052* | June 19, 2007 | Restaurant Services |
| 33 | FIREHOUSE SUBS | 3,261,752* | July 10, 2007 | Gift cards; Magnetically encoded credit cards |
| 34 |  | 3,306,295* | October 9, 2007 | Magnetically encoded credit cards, gift card |
| 35 |  FOUNDED BY FIREMEN | 3,316,544* | October 23, 2007 | Magnetically encoded credit cards, gift cards |
| 36 | HOOK & LADDER | 3,323,733* | October 30, 2007 | Sandwiches |
| 37 | NEW YORK STEAMER | 3,323,734* | October 30, 2007 | Sandwiches |
| 38 | FIREHOUSE HERO | 3,323,735* | October 30, 2007 | Sandwiches |
| 39 | FIREHOUSE STEAK & CHEESE | 3,323,736* | October 30, 2007 | Sandwiches |
| 40 | CHIEF'S SALAD | 3,323,708* | October 30, 2007 | Garden salads; Pre-cut vegetable salad; Vegetable salads |
| 41 | FIREHOUSE SUBS | 3,323,156* | October 30, 2007 | Cups, Drinking Cups |
| 42 |  | 3,323,157* | October 30, 2007 | Cups, Drinking Cups |
| 43 |  | 3,323,158* | October 30, 2007 | Cups, Drinking Cups |
| 44 | FIREHOUSE SUBS | 3,382,694* | February 12, 2008 | Financial services in the field of money lending; Consumer lending services |
| 45 | FOUNDED BY FIREMEN | 3,413,742* | April 15, 2008 | Restaurant Services |
| 46 | FOUNDED BY FIREMEN | 3,413,743* | April 15, 2008 | Restaurant franchising |

| | | | | |
|----|---|------------|-------------------|---|
| 47 |  FOUNDED BY FIREMEN | 3,482,188* | August 5, 2008 | Restaurant franchising |
| 48 |  FOUNDED BY FIREMEN | 3,482,187* | August 5, 2008 | Restaurant services |
| 49 | ENGINEER | 3,355,508* | December 18, 2007 | Sandwiches |
| 50 |  | 3,357,598* | December 18, 2007 | Accepting and administering monetary charitable contributions; Charitable fund raising |
| 51 | FIREHOUSE SUBS | 3,615,605* | May 5, 2009 | Golf shirts |
| 52 | FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION | 3,618,997 | May 12, 2009 | Accepting and administering monetary charitable contributions; Charitable fund raising services |
| 53 | FIREHOUSE MEATBALL | 3,751,737 | February 23, 2010 | Sandwiches |
| 54 |  | 3,791,438 | May 18, 2010 | Fruit-flavored beverages |
| 55 | FIREHOUSE SUBS | 3,827,073 | August 3, 2010 | Iced tea; Colas; Fruit flavored drinks; Fruit-flavored beverages; Non-alcoholic beverages with tea flavor; Non-alcoholic beverages, namely, carbonated beverages; Soft drinks |
| 56 |  | 3,833,616 | August 17, 2010 | Iced tea; Colas; Fruit Flavored drinks; Fruit-flavored beverages; Non-alcoholic beverages with tea flavor; Non-alcoholic beverages, namely, carbonated beverages; Soft drinks |

| | | | | |
|---|---|------------|--------------------|---|
| 57 | THE ROOKIE | 3,847,091 | September 14, 2010 | Prepared meals, namely, lunches, dinners; box lunches, box dinners, box meals; prepackaged lunches, prepackaged dinners and prepackaged meals; consisting primarily of sandwiches |
| 58 | MAKE IT A DOUBLE | 3,982,660 | June 21, 2011 | Restaurant services, featuring specialty prepared sandwiches |
| 59 | OUR WAY BEATS THEIR WAY. IF YOU DON'T AGREE, IT'S FREE. | 4,229,755 | October 23, 2012 | Restaurant services |
| 60 |  | 4,618,210 | October 7, 2014 | Fruit-flavored beverages |
| 61 | HOOK & LADDER SALAD | 4,639,976 | November 18, 2014 | Garden salads; Salads, namely, garden and vegetable salads with meat and cheese |
| 62 | FIREHOUSE SALAD | 4,639,978 | November 18, 2014 | Garden salads; Salads, namely, garden and vegetable salads with meat and cheese |
| 63 | HOOK & LADDER LIGHT | 4,639,977 | November 18, 2014 | Sandwiches |
| 64 | CAPT. SORENSEN'S DATIL PEPPER GRILLED CHICKEN | 4,698,358 | March 10, 2015 | Sandwiches |
| 65 | FIREHOUSE FUNDS | 4,738,798 | May 10, 2015 | Magnetically encoded gift cards |
| <u>PENDING US TRADEMARK APPLICATIONS</u> | | | | |
| 66 | HEROFUEL | 86/475,684 | December 9, 2014 | Charitable services, namely, promoting public awareness of goods deeds & acts of kindness & inspirational stories, and happy & healthy living; Providing info about good deeds & |





| | | | | |
|--|--|--|--|---|
| | | | | acts of kindness & inspirational stories, & happy & healthy living; Providing on-line forum for the sharing of info & videos about good deeds & acts of kindness & inspirational stories, & happy & healthy living |
|--|--|--|--|---|

| <u>ISSUED INTERNATIONAL TRADEMARKS BY COUNTRY</u> | | | | |
|--|----------------------------------|--------------|----------------------|---|
| 67 | FIREHOUSE SUBS Argentina | 2,310,422 | August 24, 2009 | Franchise services |
| 68 | FIREHOUSE SUBS Argentina | 2,310,423 | August 24, 2009 | Restaurant services |
| 69 | FIREHOUSE SUBS LOGO Argentina | 2,310,424 | August 24, 2009 | Franchise services |
| 70 | FIREHOUSE SUBS LOGO Argentina | 2,310,425 | August 24, 2009 | Restaurant services |
| 71 | FIREHOUSE SUBS Australia | 1,117,936 | June 9, 2006 | Restaurant and franchise services |
| 72 | FIREHOUSE SUBS LOGO Australia | 1,117,939 | June 9, 2006 | Restaurant and franchise services |
| 73 | FIREHOUSE SUBS LOGO Brazil | 800110000612 | March 1, 2011 | Restaurant services |
| 74 | FIREHOUSE SUBS LOGO Brazil | 800110028634 | February 21, 2011 | Franchise services |
| 75 | FIREHOUSE SUBS Brazil | 100110000611 | March 1, 2011 | Restaurant services |
| 76 | FIREHOUSE SUBS Brazil | 800110119933 | July 28, 2011 | Franchise services |
| 77 | FIREHOUSE SUBS LOGO Canada | TMA693,405 | July 24, 2009 | Retail store services featuring baked goods, pastries and desert; Restaurant services; Franchise services; Printed cards, certificates, bags, wrapping & packaging for food, pastries, snack items, cookies, brownies, stickers |
| 78 | FIREHOUSE SUBS Canada | TMA693,4 07 | July 24, 2009 | Retail store services featuring baked goods, pastries and desert; |

| | | | | |
|----|---|-----------|-----------------------|---|
| | | | | Restaurant services; Franchise services; Printed cards, certificates, bags, wrapping & packaging for food, pastries, snack items, cookies, brownies, stickers |
| 79 | FIREHOUSE SUBS Chili | 846,918 | April 16, 2009 | Restaurant services specializing in submarine style sandwiches for public consumption |
| 80 | FIREHOUSE SUBS Chili | 846,917 | April 16, 2009 | Franchise services |
| 81 | FIREHOUSE SUBS LOGO Chili | 846,919 | April 16, 2009 | Franchise services |
| 82 | FIREHOUSE SUBS LOGO Chili | 846,920 | April 16, 2009 | Restaurant services specializing in submarine style sandwiches for public consumption |
| 83 | FIREHOUSE SUBS China | 888,157 | November 3, 2008 | Restaurant services |
| 84 | FIREHOUSE SUBS (and design) China | 888,254 | January 5, 2009 | Restaurant Services |
| 85 | FIREHOUSE SUBS European Union | 4,251,344 | August 2, 2007 | Restaurant services; temporary accommodation; franchising services Clothing, footwear, headgear; t-shirts, golf shirts, hats and polo shirts; Games and playthings; gymnastic and sporting articles not included in other glasses; decorations for Christmas trees; Toys and promotional items in the form of toys and playthings; |
| 86 | FIREHOUSE SUBS (and design) European Union | 6,589,147 | November 13, 2008 | Clothing, footwear, headgear; Games & playthings; Services providing food and drink, temporary accommodation |
| 87 | FIREHOUSE SUBS Russia | 888,254 | September 24, 2007 | Restaurant Services |
| 88 | FIREHOUSE SUBS LOGO Russia | 888,157 | December 17, 2007 | Restaurant Services |
| 89 | FIREHOUSE SUBS Georgia | 888,157 | August 15, 2007 | |

| | | | | |
|-----|--|--------------|----------------------|--------------------------------------|
| 90 | FIREHOUSE SUBS (words only) Georgia | 888,254 | January 15, 2008 | Restaurant Services |
| 91 | FIREHOUSE SUBS Hong Kong | 301,184,931 | August 19, 2008 | Restaurant and franchise services |
| 92 | FIREHOUSE SUBS LOGO Hong Kong | 301,184,922 | August 19, 2008 | Restaurant and franchise services |
| 93 | FIREHOUSE SUBS Macao | N/038530 | February 24, 2009 | Franchise services |
| 94 | FIREHOUSE SUBS Macao | N/038531 | February 24, 2009 | Restaurant services |
| 95 | FIREHOUSE SUBS LOGO Macao | N/038532 | February 24, 2009 | Franchise services |
| 96 | FIREHOUSE SUBS LOGO Macao | N/038533 | February 24, 2009 | Restaurant services |
| 97 | FIREHOUSE SUBS LOGO Mexico | 1,256,628 | December 7, 2011 | Franchised Services |
| 98 | FIREHOUSE SUBS Mexico | 1,257,845 | December 12, 2011 | Franchised Services |
| 99 | FIREHOUSE SUBS Mexico | 1,395,969 | September 9, 2013 | Restaurant Services |
| 100 | FIREHOUSE SUBS LOGO Mexico | 1,395,970 | September 9, 2013 | Restaurant Services |
| 101 | FIREHOUSE SUBS (words) Singapore | T0615294Z | October 24, 2006 | |
| 102 | FIREHOUSE SUBS (and design) Singapore | T0615311C | October 12, 2006 | Restaurant Services |
| 103 | FIREHOUSE SUBS South Africa | 2007-05588 | March 15, 2010 | Franchise services |
| 104 | FIREHOUSE SUBS LOGO South Africa | 2007-05951 | March 18, 2010 | Franchise services |
| 105 | FIREHOUSE SUBS LOGO South Africa | 2007-05951/1 | March 15, 2010 | Restaurant services |
| 106 | FIREHOUSE SUBS South Africa | 2007-05589 | August 15, 2011 | Restaurant services |
| 107 | FIREHOUSE SUBS South Korea | 888,157 | June 19, 2007 | |
| 108 | FIREHOUSE SUBS South Korea | 888,254 | June 19, 2007 | |
| 109 | FIREHOUSE SUBS Taiwan | 01359508 | April 16, 2009 | Restaurant and franchise services |
| 110 | FIREHOUSE SUBS LOGO Taiwan | 01365644 | June 1, 2009 | Restaurant and franchise services |

PENDING INTERNATIONAL TRADEMARKS BY COUNTRY

| | | | | |
|-----|--|-----------|----------------|---|
| 111 | CAPTAIN SORENSEN'S Canada (Pending) | 1,667,936 | March 17, 2014 | Sauces |
| 111 | CAPTAIN SORENSEN'S Canada (Pending) | 1,667,936 | March 17, 2014 | Sauces |
| 112 |  Canada (Pending) | 1,667,934 | March 17, 2014 | Sauces |
| 113 | ENGINEER Canada (Pending) | 1,667,381 | March 13, 2014 | Sandwiches |
| 114 | FIREHOUSE HERO Canada (Pending) | 1,667,380 | March 13, 2014 | Sandwiches |
| 115 | FIREHOUSE MEATBALL Canada (Pending) | 1,667,382 | March 13, 2014 | Sandwiches |
| 116 | FIREHOUSE SUBS Canada (Pending) | 1,667,376 | March 13, 2014 | Goods (1) Shirts; (2) Magnetically encoded gift cards; (3) Cups; (4) Beverages Services – Financial services in the field of money lending; Consumer lending services |
| 117 |  Canada (Pending) | 1,667,375 | March 13, 2014 | (1) Magnetically encoded gift cards; (2) Cups; (3) Beverages |
| 118 |  Canada (Pending) | 1,667,374 | March 13, 2014 | Goods (1) Beverages; (2) Cups; (3) Cereals, snacks; Clothing; Bags; Gift Cards. Services (1) Restaurant franchising; (2) Restaurant Services; (3) Retail store featuring baked goods; (4) Charitable fund raising |
| 119 |  Canada (Pending) | 1,667,921 | March 17, 2014 | Fruit-flavored beverages |




| | | | | |
|-----|--|-----------|-----------------|---|
| 120 |  Canada (Pending) | 1,667,918 | March 17, 2014 | Fruit-flavored beverages |
| 121 | FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION Canada (Pending) | 1,667,915 | March 17, 2014 | Charitable contributions and charitable funding raising |
| 122 |  | 1,667,932 | March 17, 2014 | Accepting and administering monetary charitable contributions; Charitable fund raising |
| 123 | FULLY INVOLVED Canada (Pending) | 1,667,377 | March 13, 2014 | Restaurant Services |
| 124 | HOOK & LADDER Canada (Pending) | 1,667,378 | March 13, 2014 | Sandwiches |
| 125 | NEW YORK STEAMER Canada (Pending) | 1,667,379 | March 13, 2014 | Sandwiches |
| 126 |  Canada (Pending) | 1,693,836 | Filed 9/17/2014 | Magnetically encoded credit cards; Gift cards |
| 127 | FIREHOUSE SUBS Puerto Rico (Pending) | 76220 | May 10, 2011 | Restaurant Services |
| 128 | FIREHOUSE SUBS (and design) Puerto Rico (Pending) | 76219 | May 10, 2011 | Restaurant Services |
| 129 | FIREHOUSE SUBS Venezuela (Pending) | 17459-08 | Filed 9/3/2008 | Franchise services |
| 130 | FIREHOUSE SUBS Venezuela (Pending) | 17460-08 | Filed 9/3/2008 | Restaurant services |
| 131 | FIREHOUSE SUBS LOGO Venezuela (Pending) | 17457-08 | Filed 9/3/2008 | Franchise services |
| 132 | FIREHOUSE SUBS LOGO Venezuela (Pending) | 17458-08 | Filed 9/3/2008 | Restaurant services |

Exhibit 1 to Trademark Security Agreement

TRADEMARK ASSIGNMENT

WHEREAS, **FIREHOUSE RESTAURANT GROUP, INC.**, a Florida corporation ("Grantor"), is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee") having a place of business at _____, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, 20____.

FIREHOUSE RESTAURANT GROUP, INC.

Witness: _____

By: _____
As Attorney-in-fact

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20____ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of **FIREHOUSE RESTAURANT GROUP, INC.** (“Grantor”), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

_____, _____

SCHEDULE A TO TRADEMARK ASSIGNMENT

| <u>TRADEMARKS</u> | <u>APPLICATION/ REGISTRATION NO.</u> | <u>COUNTRY</u> | <u>REGISTRATION DATE</u> |
|-------------------|--|----------------|------------------------------|
|-------------------|--|----------------|------------------------------|

POWER OF ATTORNEY

FIREHOUSE RESTAURANT GROUP, INC., a Florida corporation ("Grantor"), hereby authorizes **TD BANK, N.A.**, its successors and assigns, and any officer or agent thereof (collectively "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

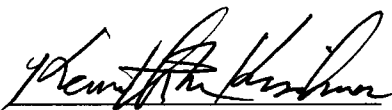
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Loan and Security agreement bearing even date herewith between Grantor and Grantee as it may be supplemented, restated, superseded, amended or replaced from time to time.


Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

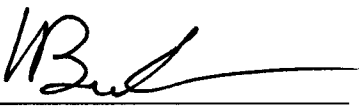
This Power of Attorney shall be coupled with an interest and irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 5th day of August, 2015.

FIREHOUSE RESTAURANT GROUP, INC.

Witness: 

By: 
Name: Robin O. Sorensen
Title: President

Witness: 

Attest: 
Secretary