

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388241

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900366985		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CE Acquisition, LLC		03/24/2016	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank SNB		
<b>Street Address:</b>	5950 Berkshire Lane, Suite 350		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	Oklahoma banking corporation: OKLAHOMA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2802298	CAFE EXPRESS	
<b>Registration Number:</b>	2823067	CAFE EXPRESS	
<b>Registration Number:</b>	3059068	OASIS TABLE	
<b>Registration Number:</b>	4476245	FLUENT IN FRESH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4052707211		
<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>			
<b>Phone:</b>	405-270-6011		
<b>Email:</b>	sasha.beling@mcafeetaft.com		
<b>Correspondent Name:</b>	Sasha L. Beling		
<b>Address Line 1:</b>	Two Leadership Square, 211 N. Robinson		
<b>Address Line 2:</b>	McAfee & Taft, 10th Floor		
<b>Address Line 4:</b>	Oklahoma City, OKLAHOMA 73102		
<b>ATTORNEY DOCKET NUMBER:</b>	26840.00181		
<b>NAME OF SUBMITTER:</b>	Sasha L. Beling		
<b>SIGNATURE:</b>	/Sasha L. Beling/		
<b>DATE SIGNED:</b>	06/16/2016		

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 24, 2016, is made by CE Acquisition, LLC, a Texas limited liability company ("Borrower"), and Bank SNB, an Oklahoma banking corporation ("Lender").

### PRELIMINARY STATEMENTS

A. Borrower and Lender are parties to a Loan and Security Agreement, dated the date of this Agreement (as amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower.

B. As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

### AGREEMENT

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Event of Default" has the meaning given in the Loan Agreement.

"Obligations" has the meaning given in the Loan Agreement.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to: (a) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications, (b) licenses, fees or royalties with respect to each, (c) the right to sue for past, present and future infringement, dilution and damages therefor, (d) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Borrower hereby irrevocably pledges and collaterally assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the

personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use any trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants and agrees as follows:

(a) Trademarks. Exhibit A accurately lists all Trademarks owned or controlled by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof, except for common law marks. If Borrower acquires any Trademark (other than common law marks) after the date of this Agreement, Borrower will deliver to Lender a supplement to this Agreement with respect to such Trademark.

(b) Lender's Right to Take Action. If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, or if Borrower notifies Lender that it intends to abandon a Trademark that is material to Borrower's business, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

4. Recordation. Borrower authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Lender.

5. Remedies. While an Event of Default exists, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available at law or under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

6. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise

or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Oklahoma without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

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IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed as of the date first written above.

**BORROWER:**

LLC

CE ACQUISITION,

By: 

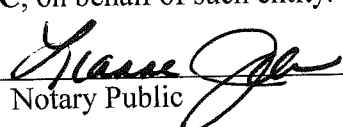
Name: Henry Leonard

Title: Manager

STATE OF Texas )

COUNTY OF Harris )

The foregoing instrument was acknowledged before me this 14th day of March, 2016, by Henry Leonard, the Manager of CE ACQUISITION, LLC, on behalf of such entity.


  
Notary Public

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005811 FRAME: 0006


**LENDER:**

**BANK SNB**

By:   
Name: Derek Zelazny  
Title: Senior Vice President

STATE OF TEXAS            )  
  )  
COUNTY OF Dallas        )

The foregoing instrument was acknowledged before me this 14th day of March, 2016, by Derek Zelazny, as Senior Vice President of Bank SNB, an Oklahoma banking corporation.

  
Notary Public

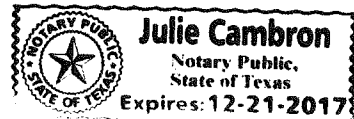




EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS  
AND COLLECTIVE MEMBERSHIP MARKS

TRADEMARKS	
 U.S. Reg. No. 2,802,298	IC 043. US 100 101. G & S: restaurant services.
 U.S. Reg. No. 2,823,067	IC 043. US 100 101. G & S: restaurant services.
<b>OASIS TABLE</b> U.S. Reg. No. 3,059,068	IC 043. US 100 101. G & S: restaurant services. Renewed February 8, 2016.
<b>FLUENT IN FRESH</b> U.S. Reg. No. 4,476,245	IC 043. US 100 101. G & S: restaurant services.