

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Oak Enterprises, LLC		07/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Collateral Agent		
Street Address:	303 Peachtree Street, N.E. / 25th Floor		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Serial Number:	86819113	ROYAL OAK AN AMERICAN BARBECUE TRADITION	
Serial Number:	86794795	PONDEROSA	
Serial Number:	86428670	ROYAL OAK LUMP BRIQUETTES	
Serial Number:	86264139	FRONTIER	
Serial Number:	85841136	FIRE FLOW	
Serial Number:	85841146	AIR FLOW CHANNELS	
Serial Number:	85840010	FIRE FLOW AIR CHANNELS	
Serial Number:	85820113	PICNIC	
Serial Number:	85385383	TUMBLEWEEDS	
Serial Number:	85359091	GREAT LAKES	
Serial Number:	85338534	RIDGE CHARCOAL STARTS FASTER · BURNS HOT	
Serial Number:	85326272	RIDGE	
Serial Number:	85103768	NATURE-GLO	
Serial Number:	85076875	HICKORY RIVER	
Serial Number:	77839022	ROYAL OAK ULTRA 100	
Serial Number:	77520168	WHISKEY BARREL	
Serial Number:	77504406	"ONE-MATCH" BRIQUETS	
Serial Number:	78727652	STEAKHOUSE	
Serial Number:	78727831	STEAKHOUSE	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	78678094	ROYAL OAK
Serial Number:	78385676	ROYAL OAK
Serial Number:	76475545	OLE DIZ
Serial Number:	76475665	GULF WAX
Serial Number:	76310450	BRIX
Serial Number:	75724927	PRONTO LIGHT
Serial Number:	75098575	OLD HICKORY
Serial Number:	75060598	GRILL CHEF
Serial Number:	74407286	TASTE THE FOOD NOT THE FUEL!
Serial Number:	73773051	SIZZLE
Serial Number:	73633404	NATURE-GLO
Serial Number:	73558451	PAROWAX
Serial Number:	73440587	MR. QUICK
Serial Number:	73337134	MINIT LITE
Serial Number:	73092741	ROYAL OAK
Serial Number:	73082793	WIZARD
Serial Number:	72335853	STEAKHOUSE
Serial Number:	72149845	GULF LITE
Serial Number:	72137752	GRILL TIME
Serial Number:	72075963	WIZARD
Serial Number:	72033745	CHUCK WAGON
Serial Number:	71323777	ROYAL OAK
Serial Number:	75039389	PREMIUM EMBERS QUALITY

CORRESPONDENCE DATA

Fax Number: 2123548113

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: 2128198437

Email: iprecordations@whitecase.com

Correspondent Name: Andrew Fessak / White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 1135397-0041-L181

NAME OF SUBMITTER: Andrew Fessak

SIGNATURE: /Andrew Fessak/

DATE SIGNED: 07/01/2016

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated July 1, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of SunTrust Bank (“*SunTrust*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Ozark Holdings LLC, a Delaware limited liability company and Royal Oaks Enterprises, LLC, a Delaware limited liability company have entered into a Senior Secured Credit Agreement dated as of July 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with SunTrust Bank, as Administrative Agent and Collateral Agent, the other Guarantors party thereto and the Lenders and L/C Issuers party thereto. Terms defined in the Security Agreement or Credit Agreement and not otherwise defined herein are used herein as defined in the Security Agreement or Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated July 1, 2016, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the following shall collectively be referred to as “*IP Collateral*”):

- (i) all such Grantor’s Patents, including those set forth in Schedule A hereto;
- (ii) all such Grantor’s Trademarks, including those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a statement of use or “Amendment to Allege Use” with respect thereto, to the extent that, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;
- (iii) all such Grantor’s Copyrights, including those set forth in Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided

by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

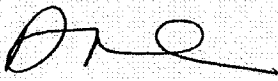
SECTION 6. Governing Law. This IP Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 7. Miscellaneous. From and after the execution and delivery hereof by the parties hereto, this IP Security Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

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IN WITNESS WHEREOF, the undersigned Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

ROYAL OAK ENTERPRISES, LLC

By: 
Name: Desiree DeStefano
Title: Vice President and Secretary

Address for Notices:

1 Royal Oak Avenue
Roswell, GA 30076

SUNTRUST BANK,
as Collateral Agent

By: 
Name: J. Haynes Gentry III
Title: Director

SCHEDULE A

PATENTS

Title	Patent No.	Issue Date	App. No.	App. Date	Owner
OUTDOOR COOKING GRILL	D684416	2013-06-18	29422695	2012-05-23	ROYAL OAK ENTERPRISES, LLC
CHARCOAL BRIQUETTE	D649511	2011-11-29	29398590	2011-08-02	ROYAL OAK ENTERPRISES, LLC
CHARCOAL BRIQUETTE	D649510	2011-11-29	29398553	2011-08-02	ROYAL OAK ENTERPRISES, LLC
GRILLING BRIQUET	D635505	2011-04-05	29369217	2010-09-03	ROYAL OAK ENTERPRISES, LLC

SCHEDULE B
TRADEMARKS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
ROYAL OAK AN AMERICAN BARBECUE TRADITION	86819113	13-NOV-2015			ROYAL OAK ENTERPRISES, LLC
PONDEROSA	86794795	21-OCT-2015			ROYAL OAK ENTERPRISES, LLC
ROYAL OAK LUMP BRIQUETTES	86428670	20-OCT-2014			ROYAL OAK ENTERPRISES, LLC
FRONTIER	86264139	28-APR-2014	4625062	21-OCT-2014	ROYAL OAK ENTERPRISES, LLC
FIRE FLOW	85841136	05-FEB-2013	4467780	14-JAN-2014	ROYAL OAK ENTERPRISES, LLC
AIR FLOW CHANNELS	85841146	05-FEB-2013	4561571	01-JUL-2014	ROYAL OAK ENTERPRISES, LLC
FIRE FLOW AIR CHANNELS	85840010	04-FEB-2013	4606312	16-SEP-2014	ROYAL OAK ENTERPRISES, LLC
PICNIC	85820113	10-JAN-2013	4391677	27-AUG-2013	ROYAL OAK ENTERPRISES, LLC
TUMBLEWEEDS	85385383	30-JUL-2011	4147936	22-MAY-2012	ROYAL OAK ENTERPRISES, LLC
GREAT LAKES	85359091	29-JUN-2011	4077265	27-DEC-2011	ROYAL OAK ENTERPRISES, LLC
RIDGE CHARCOAL STARTS FASTER · BURNS HOTTER	85338534	06-JUN-2011	4187839	07-AUG-2012	ROYAL OAK ENTERPRISES, LLC
RIDGE	85326272	20-MAY-2011	4119685	27-MAR-2012	ROYAL OAK ENTERPRISES, LLC
NATURE-GLO	85103768	10-AUG-2010	3923176	22-FEB-2011	ROYAL OAK ENTERPRISES, LLC
HICKORY RIVER	85076875	02-JUL-2010	3963622	17-MAY-2011	ROYAL OAK ENTERPRISES, LLC
ROYAL OAK ULTRA 100	77839022	01-OCT-2009	3836177	17-AUG-2010	ROYAL OAK ENTERPRISES, LLC
WHISKEY BARREL	77520168	11-JUL-2008	3633417	02-JUN-2009	ROYAL OAK ENTERPRISES, LLC

"ONE-MATCH" BRIQUETS	77504406	20-JUN-2008	3818993	13-JUL-2010	ROYAL OAK ENTERPRISES, LLC
STEAKHOUSE	78727652	06-OCT-2005	3139022	05-SEP-2006	ROYAL OAK ENTERPRISES, LLC
STEAKHOUSE	78727831	06-OCT-2005	3795029	25-MAY-2010	ROYAL OAK ENTERPRISES, LLC
ROYAL OAK	78678094	26-JUL-2005	3493902	26-AUG-2008	ROYAL OAK ENTERPRISES, LLC
ROYAL OAK	78385676	17-MAR-2004	3154798	10-OCT-2006	ROYAL OAK ENTERPRISES, LLC
OLE DIZ	76475545	16-DEC-2002	2752798	19-AUG-2003	ROYAL OAK ENTERPRISES, LLC
GULF WAX	76475665	16-DEC-2002	2755975	26-AUG-2003	ROYAL OAK ENTERPRISES, LLC
BRIX	76310450	10-SEP-2001	2604567	06-AUG-2002	ROYAL OAK ENTERPRISES, LLC
PRONTO LIGHT	75724927	09-JUN-1999	2598469	23-JUL-2002	ROYAL OAK ENTERPRISES, LLC
OLD HICKORY	75098575	03-MAY-1996	2052603	15-APR-1997	ROYAL OAK ENTERPRISES, LLC
GRILL CHEF	75060598	21-FEB-1996	2100225	23-SEP-1997	ROYAL OAK SALES, INC. (nka ROYAL OAK ENTERPRISES, LLC)
TASTE THE FOOD NOT THE FUEL!	74407286	29-JUN-1993	1876282	31-JAN-1995	ROYAL OAK ENTERPRISES, LLC
SIZZLE	73773051	03-JAN-1989	1559515	10-OCT-1989	ROYAL OAK ENTERPRISES, LLC
NATURE-GLO	73633404	03-DEC-1986	1450298	04-AUG-1987	ROYAL OAK ENTERPRISES, LLC
PAROWAX	73558451	16-SEP-1985	1396382	10-JUN-1986	ROYAL OAK ENTERPRISES, LLC
MR. QUICK	73440587	22-AUG-1983	1313009	08-JAN-1985	ROYAL OAK ENTERPRISES, LLC
MINIT LITE	73337134	13-NOV-1981	1219640	14-DEC-1982	ROYAL OAK ENTERPRISES, LLC
ROYAL OAK	73092741	08-JUL-1976	1060212	01-MAR-1977	ROYAL OAK ENTERPRISES, LLC
WIZARD	73082793	05-APR-1976	1052733	16-NOV-1976	ROYAL OAK ENTERPRISES, LLC
STEAKHOUSE	72335853	21-AUG-1969	897151	25-AUG-1970	ROYAL OAK ENTERPRISES, LLC

GULF LITE	72149845	26-JUL-1962	750717	11-JUN-1963	ROYAL OAK ENTERPRISES, LLC
GRILL TIME	72137752	12-FEB-1962	740174	06-NOV-1962	ROYAL OAK ENTERPRISES, LLC
WIZARD	72075963	18-JUN-1959	701173	19-JUL-1960	ROYAL OAK ENTERPRISES, LLC
CHUCK WAGON	72033745	15-JUL-1957	661790	20-MAY-1958	ROYAL OAK ENTERPRISES, LLC
ROYAL OAK	71323777	03-FEB-1932	294978	14-JUN-1932	ROYAL OAK ENTERPRISES, LLC
PREMIUM EMBERS QUALITY	75039389	02-JAN-1996	2109705	28-OCT-1997	ROYAL OAK SALES, INC. (nka ROYAL OAK ENTERPRISES, LLC)

SCHEDULE C
COPYRIGHTS

None.