

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W BBQ HOLDINGS, INC.		07/29/2016	Corporation: DELAWARE
23rd & 8th, LLC		07/29/2016	Limited Liability Company: NEW YORK
42nd BBQ, LLC		07/29/2016	Limited Liability Company: NEW YORK
180 BKLYN LIVINGSTON, LLC		07/29/2016	Limited Liability Company:
BAY PLAZA ENTERPRISES, LLC		07/29/2016	Limited Liability Company: NEW YORK
Broadway & 166th, L.L.C.		07/29/2016	Limited Liability Company: NEW YORK
NOSTRAND ENTERPRISES, LLC		07/29/2016	Limited Liability Company: NEW YORK
REGO ENTERPRISES, LLC		07/29/2016	Limited Liability Company: NEW YORK
Three and Seventy-Three Gourmet, LLC		07/29/2016	Limited Liability Company: DELAWARE
Tri State Management Associates, LLC		07/29/2016	Limited Liability Company: DELAWARE
WEST FORDHAM BBQ, LLC		07/29/2016	Limited Liability Company: NEW YORK
H & G FRANCHISING, L.L.C.		07/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, National Association		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1775564	BBQ	

OP \$115.00 1775564

Property Type	Number	Word Mark
Registration Number:	1712513	BBQ
Registration Number:	1567659	DALLAS BBQ
Registration Number:	3872092	DALLAS BBQ RIBS CHICKEN STEAKS

CORRESPONDENCE DATA

Fax Number: 7044448857

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: 7043432000

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Paralegal

Address Line 1: McGuireWoods LLP

Address Line 2: 201 N. Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher, Paralegal
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	07/29/2016

Total Attachments: 5

source=Dallas BBQ Trademark Notice#page1.tif

source=Dallas BBQ Trademark Notice#page2.tif

source=Dallas BBQ Trademark Notice#page3.tif

source=Dallas BBQ Trademark Notice#page4.tif

source=Dallas BBQ Trademark Notice#page5.tif

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), dated as of July 29, 2016, is made by W BBQ HOLDINGS, INC., a Delaware corporation ("Holdings"), EACH SUBSIDIARY OF HOLDINGS PARTY HERETO and H & G FRANCHISING, L.L.C., a Delaware limited liability company (together with Holdings and each such Subsidiary, collectively, the "Grantors" and each of the foregoing, a "Grantor"), in favor of CITIZENS BANK, NATIONAL ASSOCIATION (the "Lender"), for its benefit and the benefit of certain of its Affiliates party to any Secured Hedge Agreement or any Secured Cash Management Agreement, in connection with that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of the date hereof among W BBQ HOLDINGS, INC., a Delaware corporation ("Holdings"), certain Subsidiaries of Holdings and the Lender.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, each Grantor entered into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Lender, for its benefit and the benefit of certain of its Affiliates party to any Secured Hedge Agreement or any Secured Cash Management Agreement; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Lender, for its benefit and the benefit of certain of its Affiliates party to any Secured Hedge Agreement or any Secured Cash Management Agreement, a security interest in such Grantor's Intellectual Property (as defined in the Security Agreement), including, without limitation, Trademarks and Trademark Licenses (each as defined in the Security Agreement); and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby confirms that pursuant to the Security Agreement such Grantor granted to the Lender, for its benefit and the benefit of certain of its Affiliates party to any Secured Hedge Agreement or any Secured Cash Management Agreement, a security interest in all of the Trademarks and Trademark Licenses of the Grantor (including, without limitation, those items listed on Schedule A hereto), any and all goodwill associated therewith, and all proceeds and products of any and all of the Trademarks of such Grantor (in each case except to the extent the same constitutes Excluded Assets), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United

States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. Each Grantor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

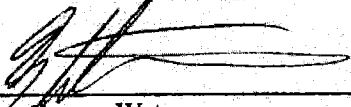
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.

GRANTORS:

**W BBQ HOLDINGS, INC.
23RD & 8TH, LLC
42ND BBQ, LLC
180 BKLYN LIVINGSTON, LLC
BAY PLAZA ENTERPRISES, LLC
BROADWAY & 166TH, L.L.C.
NOSTRAND ENTERPRISES, LLC
REGO ENTERPRISES, LLC
THREE AND SEVENTY-THREE GOURMET, LLC
TRI STATE MANAGEMENT ASSOCIATES, LLC
WEST FORDHAM BBQ, LLC**

By: 
Name: Gregor Wetanson
Title: Vice President and Secretary

H & G FRANCHISING, L.L.C.

By: 
Name: Gregor Wetanson
Title: Manager

LENDER:

CITIZENS BANK, NATIONAL ASSOCIATION

By: 

Name: Joseph Philip

Title: Director

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS
Signature Page

V78154585

TRADEMARK
REEL: 005844 FRAME: 0258

SCHEDULE A
TRADEMARKS

<u>Grantor</u>	<u>Word Mark</u>	<u>Country</u>	<u>Live / Dead</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
H & G Franchising, L.L.C.		USA	Live	74241032	01/28/1992	1,775,564	06/08/1993
H & G Franchising, L.L.C.		USA	Live	74211584	10/9/1991	1,712,513	09/1/1992
H & G Franchising, L.L.C.	DALLAS BBQ	USA	Live	73775091	1/17/1989	1,567,659	11/21/1989
H & G Franchising, L.L.C.		USA	Live	77819244	09/03/2009	3,872,092	09/09/2010
H & G Franchising, L.L.C.		CANADA	Pending	N/A	03/28/2013	App. No. 1620266	N/A
H & G Franchising, L.L.C.	DALLAS BBQ	CANADA	Live	N/A	03/28/2013	TMA937335	05/10/2016

Trademark Licenses

1. Trademark License Agreement dated as of July 29, 2016 by and between H & G Franchising, L.L.C. and W BBQ Holdings, Inc.