

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM401801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McAlister's Corporation		10/05/2016	Corporation: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Credit Suisse, AG, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4604186	AMERICAN REGIONAL FAVORITES SERVED WITH	
Registration Number:	4121422	DELICIOUS IS IN THE DETAILS	
Registration Number:	4171244	GREAT SANDWICHES ARE JUST THE BEGINNING	
Registration Number:	2335679	JUSTASPUD	
Registration Number:	3808174	LEAVE SWEET TEA TO THE PROS	
Registration Number:	3536563	MCALISTER'S DELI	
Registration Number:	2217403	MCALISTER'S	
Registration Number:	1943439	MCALISTERS DELI	
Registration Number:	4324893	MCALISTER'S EXPRESS	
Registration Number:	4396789	MCALISTER'S EXPRESS	
Registration Number:	2207158	MCALISTER'S GOURMET DELI	
Registration Number:	2217201	MCALISTER'S GOURMET DELI	
Registration Number:	3530625	MCALISTER'S SELECT	
Registration Number:	3530628	MCALISTER'S SELECT	
Registration Number:	2335772	MEMPHIAN	
Registration Number:	3746590	TEA FOR TOTS	
Registration Number:	2335678	THE BIG NASTY	
Registration Number:	3701565	WHO'S YOUR DELI?	

OP \$465.00 4604186

CORRESPONDENCE DATA**Fax Number:** 8004947512

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: 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, LTD**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F165864
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	10/13/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT dated as of October 5, 2016, between McAlister's Corporation, a Mississippi corporation (the "**Grantor**"), and CREDIT SUISSE AG, as Collateral Agent.

WHEREAS, Grantor owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Focus Brands Inc. (the "**Borrower**"), Focus Brands Holdings Inc., the Lenders party thereto, and Credit Suisse AG, as Collateral Agent and Administrative Agent, are parties to a Credit Agreement dated as of October 5, 2016 (as amended from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of October 5, 2016 (as amended and/or supplemented from time to time, the "**Guarantee and Collateral Agreement**") among the Borrower, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**") and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the "**Grantor's Secured Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Guarantee and Collateral Agreement, the Grantor hereby grants to the Grantee, to secure the Grantor's Secured Guarantee, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with

the use of, or symbolized by, each Trademark; provided that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period 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;

(ii) each Trademark License to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited by the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

MCALISTER'S CORPORATION

By: _____

Name: Michael J. Dixon


Title: Chief Financial Officer

Acknowledged:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Collateral Agent

By:


Name: Robert Hetu


Name: Nicholas Goss

Title: Authorized Signatory

Title: Authorized Signatory

[Signature Page to McAlister's Corporation Trademark Security Agreement]

**Schedule 1
to Trademark Security Agreement****MCALISTER'S CORPORATIO****U.S. TRADEMARK REGISTRATIONS**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
AMERICAN REGIONAL FAVORITES SERVED WITH A SMILE	4604186	16-Sep-2014
DELICIOUS IS IN THE DETAILS	4121422	03-Apr-2012
GREAT SANDWICHES ARE JUST THE BEGINNING	4171244	10-Jul-2012
JUSTASPUD	2335679	28-Mar-2000
LEAVE SWEET TEA TO THE PROS	3808174	22-Jun-2010
MCALISTER'S DELI (and Banner Design)	3536563	25-Nov-2008
MCALISTER'S (Stylized)	2217403	12-Jan-1999
MCALISTERS DELI	1943439	26-Dec-1995
MCALISTER'S EXPRESS	4324893	23-Apr-2013
MCALISTER'S EXPRESS (and Banner Design)	4396789	03-Sep-2013
MCALISTER'S GOURMET DELI	2207158	01-Dec-1998
MCALISTER'S GOURMET DELI (and Design)	2217201	12-Jan-1999
MCALISTER'S SELECT	3530625	11-Nov-2008
MCALISTER'S SELECT (and Design)	3530628	11-Nov-2008
MEMPHIAN	2335772	28-Mar-2000

TEA FOR TOTS	3746590	09-Feb-2010
THE BIG NASTY	2335678	28-Mar-2000
WHO'S YOUR DELI?	3701565	27-Oct-2009

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.