

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401803

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Moe's Franchisor LLC		10/05/2016	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse, AG, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3943806	FEED THE MOEMENT	
<b>Registration Number:</b>	4913781	MOE'S	
<b>Registration Number:</b>	3037577	MOE'S KNOWS BURRITOS	
<b>Registration Number:</b>	2650129	MOE'S SOUTHWEST GRILL	
<b>Registration Number:</b>	3762299	MOE'S SOUTHWEST GRILL	
<b>Registration Number:</b>	3989089	MOE'S SOUTHWEST GRILL	
<b>Registration Number:</b>	2699371	MOES SOUTHWEST GRILL	
<b>Registration Number:</b>	4974949	QUESOPALOOZA	
<b>Registration Number:</b>	4103274	TACO STACK	
<b>Registration Number:</b>	3335685	WELCOME TO MOES	
<b>Registration Number:</b>	3435299	WELCOME TO MOE'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		

OP \$290.00 3943806

**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 Moe's Franchisor LLC, a Georgia limited liability company (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.

MOE'S FRANCHISOR LLC

By: \_\_\_\_\_

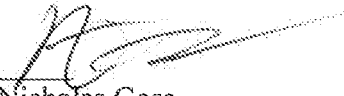
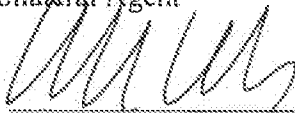
Name: Michael J. Dixon

Title: Chief Financial Officer

Acknowledged:

CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH,  
as Collateral Agent

By:



Name: Robert Hetu

Nicholas Goss

Title: Authorized Signatory

Authorized Signatory

*[Signature Page to Moe's Franchisor Trademark Security Agreement]*

**Schedule 1**  
**to Trademark Security Agreement**

**MOE'S FRANCHISOR LLC**

**U.S. TRADEMARK REGISTRATIONS**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
FEED THE MOEMENT	3943806	12-Apr-2011
MOE'S and Design	4913781	08-Mar-2016
MOE'S KNOWS BURRITOS	3037577	03-Jan-2006
MOE'S SOUTHWEST GRILL	2650129	12-Nov-2002
MOE'S SOUTHWEST GRILL (& Design)	3762299	23-Mar-2010
MOE'S SOUTHWEST GRILL (& Design)	3989089	05-Jul-2011
MOE'S SOUTHWEST GRILL (& Design)(In Color)	2699371	25-Mar-2003
QUESOPALOOZA	4974949	07-Jun-2016
TACO STACK	4103274	21-Feb-2012
WELCOME TO MOES	3335685	13-Nov-2007
WELCOME TO MOES	3435299	27-May-2008

## U.S. TRADEMARK APPLICATIONS

None.

## TRADEMARK LICENSES

<b>Licensee Name</b>	<b>Licensor Name</b>	<b>Agreement</b>	<b>Agreement Date</b>
Good Foods Group, LLC (Brand Squared)	Moe's Franchisor	License Agreement	2/17/11
Lakeview Farms	Moe's Franchisor	Manufacturing & Limited Distribution	5/25/16
Yum Restaurant Services Group, Inc.	Auntie Anne's; Carvel; Cinnabon; McAlister's; Moe's Franchisor; Schlotzsky's Franchise	Supplier Testing and Development Agreement	7/7/15