

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406383

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PB Restaurants, LLC		11/22/2016	Limited Liability Company: ILLINOIS
Protein Bar, Inc.		11/22/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CGP PB Holdings, LLC		
<b>Street Address:</b>	599 West Putnam Avenue		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3966290	BAR-RITOS	
<b>Registration Number:</b>	3966291		
<b>Registration Number:</b>	3723633	PROTEIN BAR	
<b>Registration Number:</b>	4683515	PROTEIN BAR	
<b>Registration Number:</b>	4771261	SUPER 6 SALAD MIX	
<b>Registration Number:</b>	3965969	WE DO HEALTHY. . . HEALTHIER	
<b>Serial Number:</b>	87143038	THRIVE 360 EATERY	
<b>Serial Number:</b>	87000035	THRIVE360 EATERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	mtily@fdh.com		
<b>Correspondent Name:</b>	Michael Tily		
<b>Address Line 1:</b>	6 Landmark Square, 6th Floor		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>NAME OF SUBMITTER:</b>	Michael Tily		

OP \$215.00 3966290

<b>SIGNATURE:</b>	/s/ Michael Tily
<b>DATE SIGNED:</b>	11/22/2016
<b>Total Attachments: 11</b> source=Executed PB IP Security Agreement (02384841x7A19E)#page1.tif source=Executed PB IP Security Agreement (02384841x7A19E)#page2.tif source=Executed PB IP Security Agreement (02384841x7A19E)#page3.tif source=Executed PB IP Security Agreement (02384841x7A19E)#page4.tif source=Executed PB IP Security Agreement (02384841x7A19E)#page5.tif source=Executed PB IP Security Agreement (02384841x7A19E)#page6.tif source=Executed PB IP Security Agreement (02384841x7A19E)#page7.tif source=Executed PB IP Security Agreement (02384841x7A19E)#page8.tif source=Executed PB IP Security Agreement (02384841x7A19E)#page9.tif source=Executed PB IP Security Agreement (02384841x7A19E)#page10.tif source=Executed PB IP Security Agreement (02384841x7A19E)#page11.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 22, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of CGP PB Holdings, LLC, as collateral agent on behalf of the Purchasers defined in the Note Purchase and Security Agreement referred to below (in such capacity, the “Collateral Agent”).

### WITNESSETH:

WHEREAS, pursuant to the Senior Secured Note Purchase, Exchange and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase and Security Agreement”), by and among PB Restaurants, LLC, an Illinois limited liability company (the “Company”), Protein Bar, Inc., a Delaware corporation (the “Parent”), the PB Subsidiaries (as defined in the Note Purchase and Security Agreement), the purchasers from time to time party thereto (the “Purchasers”) and the Collateral Agent, the Purchasers have agreed to purchase the Notes (as defined in the Note Purchase and Security Agreement) upon the terms and subject to the conditions set forth therein; and

WHEREAS, Parent has agreed, pursuant to a Guaranty in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty”), to guarantee the Obligations (as defined in the Note Purchase and Security Agreement) of the Company.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Collateral Agent to enter into the Note Purchase and Security Agreement and to induce the Purchasers to purchase the Notes thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Note Purchase and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Intellectual Property Collateral”):

- (a) the intellectual property described in Schedules 1, 2, and 3;
- (b) all other intellectual property presently or in the future owned by it in any part of the world including, without limitation, patents (including applications), improvements, prolongations, extensions, renewals, supplementary protection certificates and rights to apply for them (in any part of the world), copyrights and rights in the nature of copyright, design rights, designs (whether registered or unregistered), trademarks and service marks (whether registered or unregistered), utility models (in each case for their full period and

all extensions and renewals of them), applications for any of them and the right to apply for them in any part of the world, inventions, processes, technology (whether patentable or not), data, drawings, specifications, technical information, data base rights, copyright and rights in the nature of database rights, semiconductor topography rights, get up and any uniform resource identifiers, trade names, business names, domain names and brand names, and all goodwill associated therewith, know-how, formulae, confidential information, business or trade secrets, computer software programs and systems;

(c) any similar rights to those referred to in paragraph (a) or (b) above existing in any country (including, without limitation, the benefit of any licenses or consents relating to any of the above);

(d) all fees, royalties or other rights derived from or incidental to any of the assets or rights referred to in paragraph (a), (b) or (c) above, in any part of the world including, without limitation, all present and future causes of action whenever and wherever accrued to it in respect of the infringement of any such intellectual property;

(e) all renewals and extensions of the foregoing clauses (a) - (d); and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no security interest shall be granted in United States "intent to use" trademark applications to the extent that, and solely during the period 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.

Section 3. Note Purchase and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Note Purchase and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Note Purchase and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property and Intellectual Property Licenses subject to a security interest hereunder, in each case in accordance with the Note Purchase and Security Agreement.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PB RESTAURANTS, LLC, as Grantor

By:   
Name: Sally Pofcher  
Title: Chief Executive Officer

PROTEIN BAR, INC., as Grantor

By:   
Name: Sally Pofcher  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

CGP PB HOLDINGS, LLC, as Collateral Agent

By: CATTERTON GROWTH MANAGING  
PARTNER II, L.L.C., its Manager

By: CGP2 Managers, L.L.C., its Managing Member

By: \_\_\_\_\_  
Name:  
Title: Authorized Person

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PB RESTAURANTS, LLC, as Grantor

By: \_\_\_\_\_  
Name: Sally Pofcher  
Title: Chief Executive Officer

PROTEIN BAR, INC., as Grantor

By: \_\_\_\_\_  
Name: Sally Pofcher  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

CGP PB HOLDINGS, LLC, as Collateral Agent

By: CATTERTON GROWTH MANAGING  
PARTNER II, L.L.C., its Manager

By: CGP2 Managers, L.L.C., its Managing Member

By:  \_\_\_\_\_  
Name:  
Title: Authorized Person

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

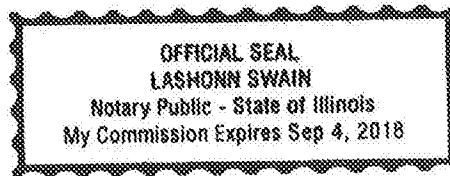
STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

On this 22nd day of November, 2016 before me personally appeared Sally Pofcher, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PB Restaurants, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Lashonn Swain  
Notary Public



ACKNOWLEDGMENT OF GRANTOR

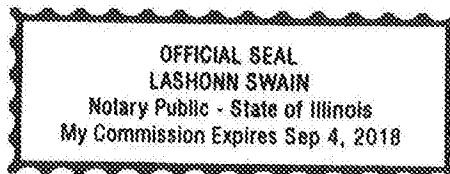
STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

On this 22nd day of November, 2016 before me personally appeared Sally Pofcher, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of PB Restaurants, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Lashonn Swain  
Notary Public





SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

Parent:

A. REGISTERED COPYRIGHTS:

Registration Number	Registration Date
N/A	

B. COPYRIGHT APPLICATIONS:

Application Number	Application Date	Publication Number	Publication Date
N/A			

C. COPYRIGHT IP LICENSES:

N/A

Company:

D. REGISTERED COPYRIGHTS:

Registration Number	Registration Date
VA 1-840-312	07/20/2012

E. COPYRIGHT APPLICATIONS:

Application Number	Application Date	Publication Number	Publication Date
N/A			

F. COPYRIGHT IP LICENSES:

N/A

SCHEDULE 2  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations

Parent:

G. REGISTERED PATENTS:

Patent Number	Issue Date
N/A	

H. PATENT APPLICATIONS:

Application Number	Application Date	Publication Number	Publication Date
N/A			

I. PATENT IP LICENSES:

N/A

Company:

J. REGISTERED PATENTS:

Patent Number	Issue Date
N/A	

K. PATENT APPLICATIONS:

Application Number	Application Date	Publication Number	Publication Date
N/A			

L. PATENT IP LICENSES:

N/A

SCHEDULE 3  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

Parent:

M. REGISTERED TRADEMARKS:

Registration Number	Registration Date
N/A	

N. TRADEMARK APPLICATIONS:




Application Number	Application Date	Publication Number	Publication Date
N/A			














O. TRADEMARK IP LICENSES:

N/A

Company:

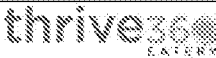
P. REGISTERED TRADEMARKS:

Country	Mark	Status	App#	File Date	Reg#	Reg Date
AUSTRALIA	PROTEIN BAR & Design  PROTEIN BAR	REGISTERE D	1664101	12/11/2014	1664101	7/15/2015
CANADA	LOGO (Protein Bar) 	REGISTERE D	1644407	9/20/2013	TMA93094 7	3/8/2016
CANADA	PROTEIN BAR	REGISTERE D	1644406	9/20/2013	TMA94226 0	7/4/2016
EUROPEAN UNION (EUTM)	LOGO (Protein Bar) 	REGISTERE D	012198181	10/4/2013	012198181	2/27/2014

Country	Mark	Status	App#	File Date	Reg#	Reg Date
EUROPEAN UNION (EUTM)	PROTEIN BAR & Design 	REGISTERED	012425302	12/12/2013	012425302	5/2/2014
MEXICO	LOGO (Protein Bar) 	REGISTERED	1416930	9/26/2013	1426568	1/15/2014
MEXICO	LOGO (Protein Bar) 	REGISTERED	1416931	9/26/2013	1425309	1/9/2014
MEXICO	LOGO (Protein Bar) 	REGISTERED	1416932	9/26/2013	1426569	1/15/2014
MEXICO	LOGO (Protein Bar) 	REGISTERED	1416933	9/26/2013	1426570	1/15/2014
MEXICO	LOGO (Protein Bar) 	REGISTERED	1416934	9/26/2013	1426571	1/15/2014
MEXICO	PROTEIN BAR 	REGISTERED	1416929	9/26/2013	1496962	11/20/2014
MEXICO	PROTEIN BAR 	REGISTERED	1211111	8/31/2011	1265078	2/2/2012
MEXICO	PROTEIN BAR & Design 	REGISTERED	1490427	5/28/2014	1490427	5/28/2014
SOUTH KOREA	PROTEIN BAR & Design 	REGISTERED	452013743 0	12/11/2013	4551265	9/24/2014
TONGA	THRIVE365	FILED				
UNITED ARAB EMR	PROTEIN BAR 	PUBLISHED	199769	10/22/2013		
UNITED STATES	BAR-RITOS	REGISTERED	85/147,277	10/7/2010	3,966,290	5/24/2011
UNITED STATES	LOGO (Protein Bar) 	REGISTERED	85/147,300	10/7/2010	3,966,291	5/24/2011
UNITED STATES	PROTEIN BAR 	REGISTERED	77/652,389	1/20/2009	3,723,633	12/8/2009

Country	Mark	Status	App#	File Date	Reg#	Reg Date
UNITED STATES	PROTEIN BAR	REGISTERED	86/058,935	9/9/2013	4,683,515	2/10/2015
UNITED STATES	SUPER 6 SALAD MIX	REGISTERED	86/187,660	2/7/2014	4,771,261	7/14/2015
UNITED STATES	WE DO HEALTHY . .. HEALTHIER	REGISTERED	85/137,712	9/24/2010	3,965,969	5/24/2011

Q. TRADEMARK APPLICATIONS:

Country	Mark	App#	File Date
UNITED STATES		87/143,038	8/18/2016
UNITED STATES	THRIVE360 EATERY	87/000,035	4/13/2016

R. TRADEMARK IP LICENSES:

N/A