

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407877

<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>
SBEEG Holdings Licensing, LLC		11/30/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Security Benefit Corporation, as agent		
<b>Street Address:</b>	One Security Benefit Place		
<b>City:</b>	Topeka		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66636		
<b>Entity Type:</b>	Corporation: KANSAS		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86185605	COLLINS COCKTAIL CATERING BY SBE	
<b>Serial Number:</b>	86459677	GRAVITY	
<b>Serial Number:</b>	85746892	KRISPY RICE BY SBE	
<b>Registration Number:</b>	4870580		
<b>Serial Number:</b>	86699958	SBE LIVE	
<b>Registration Number:</b>	3689942	SBE RESTAURANT AND NIGHTLIFE GROUP	
<b>Serial Number:</b>	87067832	SBE ROYALS	
<b>Serial Number:</b>	86361589	THE CODE	
<b>Serial Number:</b>	85943340	THE CODE	
<b>Serial Number:</b>	85838239	THE CODE	
<b>Serial Number:</b>	85881724	THE COLLECTION	
<b>Serial Number:</b>	86010826	THE KEY UNLOCKS YOUR DOOR, THE SBE APP U	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	Corporation Service Company		

TRADEMARK

<b>Address Line 1:</b>	1090 Vermont Avenue, NW
<b>Address Line 4:</b>	Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	392618-15
--------------------------------	-----------

<b>NAME OF SUBMITTER:</b>	Jean Paterson
---------------------------	---------------

<b>SIGNATURE:</b>	/jep/
-------------------	-------

<b>DATE SIGNED:</b>	12/06/2016
---------------------	------------

**Total Attachments: 7**

source=12-6-16 SBEEG Holdings 3-TM#page1.tif

source=12-6-16 SBEEG Holdings 3-TM#page2.tif

source=12-6-16 SBEEG Holdings 3-TM#page3.tif

source=12-6-16 SBEEG Holdings 3-TM#page4.tif

source=12-6-16 SBEEG Holdings 3-TM#page5.tif

source=12-6-16 SBEEG Holdings 3-TM#page6.tif

source=12-6-16 SBEEG Holdings 3-TM#page7.tif

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2016, is made by SBEEG Holdings Licensing, LLC (the “Grantor”), in favor of Security Benefit Corporation, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Amended and Restated Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of November 30, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Amended and Restated Credit Agreement”), among SBE ENT HOLDINGS, LLC (“Borrower”), the other Credit Parties, the Lenders and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement, dated as of November 30, 2016, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Amended and Restated Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Agent to enter into the Amended and Restated Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

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

Section 2.     Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the Trademark Collateral):

(a)     all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b)     all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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, the Excluded Property shall not constitute Trademark Collateral.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any actions that the Grantor, in its reasonable business judgment, determines to be necessary in connection with their Trademark that are subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 Trademark 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SBEEG HOLDINGS LICENSING, LLC,  
as Grantor

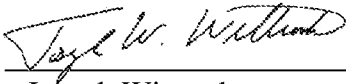
By: 

Name: Sam Nazarian

Title: Authorized Signatory

ACCEPTED AND AGREED  
as of the date first above written:

SECURITY BENEFIT CORPORATION,  
as Agent

By:   
Name: Joseph Wittrock  
Title: VP, Investments

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

[see attached]

SBEEG Holdings Licensing, LLC  
Trademark Schedule

Owner	Trademark	Country	Application No.	Filing Date	Reg. No.	Reg. Date	Status
SBEEG Holdings Licensing, LLC	COLLINS COCKTAIL CATERING BY SBE	United States of America	86185605	05-Feb-2014			Pending
SBEEG Holdings Licensing, LLC	GRAVITY	United States of America	86459677	20-Nov-2014			Pending
SBEEG Holdings Licensing, LLC	KRISPY RICE BY SBE	United States of America	85746892	05-Oct-2012			Pending
SBEEG Holdings Licensing, LLC	SAAM WITHOUT TONGUE FIGURE & DESIGN	United States of America	86624760	11-May-2015	4870580	15-Dec-2015	Registered
SBEEG Holdings Licensing, LLC	SBE LIVE	United States of America	86699958	21-Jul-2015			Pending
SBEEG Holdings Licensing, LLC	SBE RESTAURANT AND NIGHTLIFE GROUP	United States of America	77306092	17-Oct-2007	3689942	29-Sep-2009	Registered
SBEEG Holdings Licensing, LLC	SBE ROYALS	United States of America	87067832	10-Jun-2016			Pending
SBEEG Holdings Licensing, LLC	THE CODE	United States of America	86361589	08-Aug-2014			Pending
SBEEG Holdings Licensing, LLC	THE CODE	United States of America	85943340	28-May-2013			Pending
SBEEG Holdings Licensing, LLC	THE CODE	United States of America	85838239	01-Feb-2013			Pending
SBEEG Holdings	THE COLLECTIO	United States of	85881724	20-Mar-2013			Pending



Owner	Trademark	Country	Application No.	Filing Date	Reg. No.	Reg. Date	Status
Licensing, LLC	N	America					
SBEEG Holdings Licensing, LLC	THE KEY UNLOCKS YOUR DOOR, THE SBE APP UNLOCKS YOUR EXPERIENCE	United States of America	86010826	15-Jul-2013			Pending