

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sweetgreen, Inc.		12/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CNF Investments IV, LLC		
Street Address:	7500 Old Georgetown Rd.,		
Internal Address:	15th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	86356096	BEETS DON'T KALE MY VIBE	
Serial Number:	86514588	HOLLYWOOD BOWL	
Serial Number:	86416473	RAD THAI	
Serial Number:	77124231	SWEETGREEN	
Serial Number:	77829444	SWEETGREEN	
Serial Number:	77829447	SWEETGREEN	
Serial Number:	77829450	SWEETGREEN	
Serial Number:	77829451	SWEETGREEN	
Serial Number:	85082284	SWEETGREEN	
Serial Number:	77143357		
Serial Number:	77823132		
Serial Number:	77823137	SWEETGREEN	
Serial Number:	85053583	SWEETGREEN	
Serial Number:	77602016	SWEETFLOW	
Serial Number:	77980220	SWEETFLOW	
Serial Number:	85052040	SWEETFLOW MOBILE	
Serial Number:	85053588	SWEETLIFE	
Serial Number:	86416408	SWEETGREEN IN SCHOOLS	

OP \$465.00 86356096

CORRESPONDENCE DATA**Fax Number:** 2027994000*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:** 2027994000**Email:** gregory.esau@dlapiper.com**Correspondent Name:** Gregory Esau**Address Line 1:** 500 Eighth Street, NW, 6603 West Broad S**Address Line 4:** Washington, D.C. 20004

NAME OF SUBMITTER:	Gregory C. Esau
---------------------------	-----------------

SIGNATURE:	/Gregory C. Esau/
-------------------	-------------------

DATE SIGNED:	12/19/2016
---------------------	------------

Total Attachments: 8

source=CNF - Sweetgreen - Trademark Security Agreement#page1.tif

source=CNF - Sweetgreen - Trademark Security Agreement#page2.tif

source=CNF - Sweetgreen - Trademark Security Agreement#page3.tif

source=CNF - Sweetgreen - Trademark Security Agreement#page4.tif

source=CNF - Sweetgreen - Trademark Security Agreement#page5.tif

source=CNF - Sweetgreen - Trademark Security Agreement#page6.tif

source=CNF - Sweetgreen - Trademark Security Agreement#page7.tif

source=CNF - Sweetgreen - Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as
of December 1

(subject only to Permitted Liens that are permitted to have superior priority to Lender's Lien) in all of the Company's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. Agreement; Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Loan and Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization To Supplement. With the Company's prior written consent, the Lender may modify this Agreement by amending Schedule I to include any future United States registered trademarks therefor of the Company (other than intent-to-use trademarks prior to the filing of an amendment to allege use of the trademark under 15 U.S.C. 1051(c) or the filing of a verified statement of use under 15 U.S.C. 1051(d) with the United States Patent and Trademark Office). Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

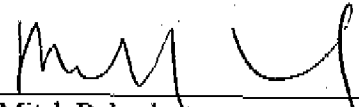
7. Assignments. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon the Company and its successors and assigns and shall inure to the benefit of the Lender and its successors and permitted assigns.

8. Governing Law. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[signature page follows]

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

SWEETGREEN, INC.

By: 
Name: Mitch Reback
Title: Chief Financial Officer

ACCEPTED AND AGREED:

CNF INVESTMENTS IV, LLC

By: _____
Name: Joesph Del Guercio
Title: Managing Director

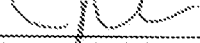
IN WITNESS WHEREOF, Company has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SWEETGREEN, INC.

By: _____
Name: Mitch Reback
Title: Chief Financial Officer

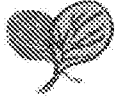


ACCEPTED AND AGREED:

CNF INVESTMENTS IV, LLC

By: 
Name: Joseph Del Guercio
Title: Managing Director

SCHEDULE I

MARK Owner	COUNTRY	APPLICATION NO/ APPLICATION DATE	REGISTRATION NO/ REGISTRATION DATE
BEETS DON'T KALE MY VIBE <i>Sweetgreen, Inc.</i>	United States	86/356096 Filed 8/4/2014	5060009 Registered 10/11/16
HOLLYWOOD BOWL <i>Sweetgreen, Inc.</i>	United States	86/514588 Filed 1/26/15	4938007 Registered 4/12/16
RAD THAI <i>Sweetgreen, Inc.</i>	United States	86/416473 Filed 10/7/14	4978835 Registered 6/14/16
SWEETGREEN <i>Sweetgreen, Inc.</i>	United States	77124231 Filed 3/7/2007	3454783 Registered 6/24/08
SWEETGREEN <i>Sweetgreen, Inc.</i>	United States	77829444 Filed 9/18/09	3951701 Registered 4/26/11
SWEETGREEN <i>Sweetgreen, Inc.</i>	United States	77829447 Filed 9/18/09	3951702 Registered 4/26/11
SWEETGREEN <i>Sweetgreen, Inc.</i>	United States	77829450 Filed 9/18/09	4032144 Registered 9/27/11
SWEETGREEN <i>Sweetgreen, Inc.</i>	United States	77829451 Filed 9/18/09	4012976 Registered 8/16/11
SWEETGREEN <i>Sweetgreen, Inc.</i>	United States	85082284 Filed 7/12/10	4495094 Registered 3/11/14

MARK <i>Owner</i>	COUNTRY	APPLICATION NO/ APPLICATION DATE	REGISTRATION NO/ REGISTRATION DATE
 <i>Sweetgreen, Inc.</i>	United States	77143357 Filed 3/29/07	3454843 Registered 6/24/08
 <i>Sweetgreen, Inc.</i>	United States	77823132 Filed 9/9/09	3872116 Registered 11/9/10
 <i>Sweetgreen, Inc.</i>	United States	77823137 Filed 9/9/09	3859178 Registered 10/12/10
sweetgreen <i>Sweetgreen, Inc.</i>	United States	85053583 Filed 6/3/10	4570542 Registered 7/22/14
SWEETFLOW <i>Sweetgreen, Inc.</i>	United States	77602016 Filed 10/28/08	4301586 Registered 3/12/13
SWEETFLOW <i>Sweetgreen, Inc.</i>	United States	77980220 Filed 10/28/08	3865922 Registered 10/19/10
SWEETFLOW MOBILE <i>Sweetgreen, Inc.</i>	United States	85052040 Filed 6/1/10	3913524 Registered 2/1/2011
SWEETLIFE <i>Sweetgreen, Inc.</i>	United States	85053588 Filed 6/3/10	4095256 Registered 2/7/12

MARK <i>Owner</i>	COUNTRY	APPLICATION NO/ APPLICATION DATE	REGISTRATION NO/ REGISTRATION DATE
SWEETGREEN IN SCHOOLS <i>Sweetgreen, Inc.</i>	United States	86/416408 Filed 10/7/14	4802509 Registered: 9/1/2015