

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420410

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	103676868
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bluestone Franchising Company LLC		02/27/2017	Limited Liability Company: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	Fired Up, Inc.
<b>Street Address:</b>	1514 Ranch Road 620 South
<b>City:</b>	Lakeway
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78746
<b>Entity Type:</b>	Corporation: TEXAS

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3233107	CARINO'S ITALIAN
Registration Number:	3227716	CARINO'S ITALIAN
Registration Number:	3689782	CARINO'S ITALIAN
Registration Number:	2989254	JOHNNY CARINO'S
Registration Number:	2942017	JOHNNY CARINO'S
Registration Number:	2404597	JOHNNY CARINO'S COUNTRY ITALIAN
Registration Number:	2402504	JOHNNY CARINO'S COUNTRY ITALIAN
Registration Number:	2966982	JOHNNY CARINO'S ITALIAN
Registration Number:	2966984	JOHNNY CARINO'S ITALIAN
Registration Number:	2020712	JOHNNY CARINO'S ITALIAN
Registration Number:	2093528	JOHNNY CARINO'S ITALIAN KITCHEN
Registration Number:	3766673	PASTA HARVEST
Registration Number:	2282902	SKILLETINI

## CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** TRADEMARKS@LEGALSTRATEGY.COM  
**Correspondent Name:** HAJJAR PETERS, LLP  
**Address Line 1:** 3144 BEE CAVES RD  
**Address Line 4:** AUSTIN, TEXAS 78746

<b>ATTORNEY DOCKET NUMBER:</b>	1601.018
<b>NAME OF SUBMITTER:</b>	Angela C. Woodbury
<b>SIGNATURE:</b>	/Angela C. Woodbury/
<b>DATE SIGNED:</b>	03/21/2017

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "*Agreement*"), is made as of February 27, 2017, by and between Bluestone Franchising Company LLC, a Texas limited liability company ("*Debtor*"), and FIRED UP, INC. a Texas corporation ("*Secured Party*" or "*Lender*").

### RECITALS:

A. Debtor and Secured Party entered into that certain Secured Promissory Note dated as of the date hereof (as from time to time amended, restated, or replaced, the "*Note*").

B. Debtor and Secured Party entered into that certain Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"), pursuant to which Debtor granted a first priority lien and security interest in certain specific items of Collateral to Secured Party as described therein.

C. Pursuant to the Note, Debtor is required to grant to Secured Party a continuing security interest in, and lien on, all of the Trademark Collateral, as defined below, to secure the payment of its Obligation.

D. Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party as Lender to making the loan and other extensions of credit pursuant to the Note, Debtor agrees, for the benefit of Secured Party as Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the respective meanings given them in the Note.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of its Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, but subject to the terms, conditions and limitations set forth in the Security Agreement, a continuing security interest in, and lien on, all of the following property of Debtor (the "*Trademark Collateral*"), whether now or hereafter owned, acquired, existing or arising:

- (a) each trademark and/or service mark owned by Debtor, including, without limitation, those referred to in *Schedule 1*, together with any reissues, continuations, divisions, modifications, substitutions, or extensions thereof; and
- (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future infringement of any trademark

and/or service mark, including, without limitation, any trademark and/or service mark referred to in *Schedule 1*.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of or an expansion of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Note and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Note.

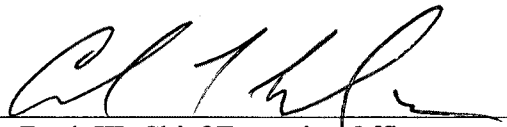
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*[Signatures are on the following pages.]*



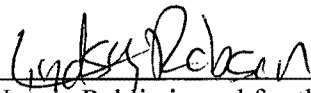
**SECURED PARTY:**

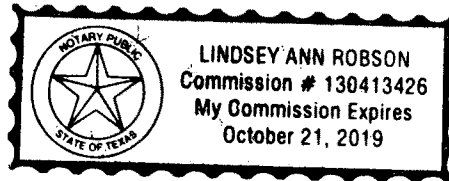
FIRED UP, INC.

By:   
Creed L. Ford, III, Chief Executive Officer

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF TRAVIS        )

This instrument was acknowledged before me on February 13<sup>th</sup>, 2017, by Creed L. Ford, III, as the Chief Executive Officer of FIRED UP, INC., a Texas corporation, for the purpose and consideration herein stated.

  
Notary Public in and for the State of Texas



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

<b>Trademark</b>	<b>Register</b>	<b>Serial/ Application No.</b>	<b>Registration No.</b>
CARINO'S ITALIAN	US Principal	78903376	3233107
CARINO'S ITALIAN plus design	US Principal	78903377	3227716
CARINO'S ITALIAN plus design	US Principal	77069911	3689782
JOHNNY CARINO'S	US Principal	78398341	2989254
JOHNNY CARINO'S plus design	US Principal	78398347	2942017
JOHNNY CARINO'S COUNTRY ITALIAN	US Principal	75482345	2404597
JOHNNY CARINO'S COUNTRY ITALIAN plus design	US Principal	75484705	2402504
JOHNNY CARINO'S ITALIAN	US Principal	78420872	2966982
JOHNNY CARINO'S ITALIAN plus design	US Principal	786421066	2966984
JOHNNY CARINO'S ITALIAN plus design	US Principal	75025876	2020712
JOHNNY CARINO'S ITALIAN KITCHEN	US Principal	74736642	2093528
PASTA HARVEST	US Principal	77788612	3766673
SKILLETINI	US Principal	75465706	2282902
CARINO'S ITALIAN	Canada	1336731	TMA751402
CARINO'S ITALIAN plus design	Canada	1336735	TMA786066
JOHNNY CARINO'S	Canada	1237736	TMA692549
JOHNNY CARINO'S plus design	Canada	1237733	TMA660729
JOHNNY CARINO'S COUNTRY ITALIAN	Canada	1158635	TMA648992
JOHNNY CARINO'S COUNTRY ITALIAN plus design	Canada	1158636	TMA649165
JOHNNY CARINO'S ITALIAN	Canada	1237602	TMA695127
JOHNNY CARINO'S ITALIAN plus design	Canada	1237601	TMA682386
CARINO'S ITALIAN	Mexico	824050	978776
CARINO'S ITALIAN plus design	Mexico	824051	978529
CARINO'S ITALIAN GRILL	Mexico	837828	1004422
CARINO'S ITALIAN GRILL plus design	Mexico	837829	1004423
JOHNNY CARINO'S	Mexico	690071	905007
JOHNNY CARINO'S plus design	Mexico	690072	905008
JOHNNY CARINO'S COUNTRY ITALIAN	Mexico	505999	752352
JOHNNY CARINO'S COUNTRY ITALIAN plus design	Mexico	505998	763590
JOHNNY CARINO'S ITALIAN	Mexico	688492	919060
JOHNNY CARINO'S ITALIAN plus design	Mexico	962472	1068287

Schedule 1 to Trademark Security Agreement