

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424302

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS
<b>SEQUENCE:</b>	23

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MCALISTER'S FUNDING LLC		04/06/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	MCALISTER'S FRANCHISOR SPV LLC
<b>Street Address:</b>	5620 Glenridge Drive NE
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30342
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4604186	AMERICAN REGIONAL FAVORITES SERVED WITH
Registration Number:	4171244	GREAT SANDWICHES ARE JUST THE BEGINNING
Registration Number:	4396789	MCALISTER'S EXPRESS
Registration Number:	4121422	DELICIOUS IS IN THE DETAILS
Registration Number:	4324893	MCALISTER'S EXPRESS
Registration Number:	3701565	WHO'S YOUR DELI?
Registration Number:	3530625	MCALISTER'S SELECT
Registration Number:	3530628	MCALISTER'S SELECT
Registration Number:	3536563	MCALISTER'S DELI
Registration Number:	2335772	MEMPHIAN
Registration Number:	2335678	THE BIG NASTY
Registration Number:	2335679	JUSTASPUD
Registration Number:	2217403	MCALISTER'S
Registration Number:	2207158	MCALISTER'S GOURMET DELI
Registration Number:	2217201	MCALISTER'S GOURMET DELI
Registration Number:	1943439	MCALISTERS DELI

CH \$415.00 4604186

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** dlaker@paulweiss.com, aspoto@paulweiss.com**Correspondent Name:** Danielle G. Laker**Address Line 1:** Paul Weiss Rifkind Wharton & Garrison LLP**Address Line 2:** 1285 Avenue of the Americas**Address Line 4:** New York, NEW YORK 10019-6064**ATTORNEY DOCKET NUMBER:** 17514-033**NAME OF SUBMITTER:** Danielle Laker**SIGNATURE:** /Danielle Laker/**DATE SIGNED:** 04/19/2017**Total Attachments: 5**

source=Trademark Back-up Security Agreement (Third-Tier (McAlister\_s Funding to McAlister\_s Franchisor)) (Executed)#page1.tif

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**NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS**

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of April 6, 2017, by MCALISTER’S FUNDING LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta, Georgia, 30342, (“Grantor”), in favor of MCALISTER’S FRANCHISOR SPV LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta, Georgia 30342 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Contribution Agreement between the Parties of even date herewith (the “Agreement”), Grantor has granted a security interest in Grantor’s right, title and interest in, to and under certain intellectual property defined in the Agreement as the Contributed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and all products and proceeds of the foregoing, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of the Contributed Assets; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.

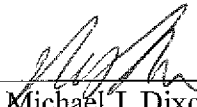
3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.



MCALISTER'S FUNDING LLC




By:   
Name: Michael J. Dixon  
Title: Chief Financial Officer

[Signature Page - Back-up Security Interest in Trademarks (Third-Tier)]

**TRADEMARK**  
**REEL: 006038 FRAME: 0627**

## Schedule 1 Trademarks

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
AMERICAN REGIONAL FAVORITES SERVED WITH A SMILE  	United States	86014679 19-JUL-2013	4604186 16-SEP-2014	Registered
GREAT SANDWICHES ARE JUST THE BEGINNING  	United States	85469452 10-NOV-2011	4171244 10-JUL-2012	Registered
MCALISTER'S EXPRESS  	United States	85445847 12-OCT-2011	4396789 03-SEP-2013	Registered
DELICIOUS IS IN THE DETAILS  	United States	85393984 10-AUG-2011	4121422 03-APR-2012	Registered
MCALISTER'S EXPRESS  	United States	85248332 22-FEB-2011	4324893 23-APR-2013	Registered
WHO'S YOUR DELI?  	United States	77711775 10-APR-2009	3701565 27-OCT-2009	Registered
MCALISTER'S SELECT  	United States	77440397 04-APR-2008	3530625 11-NOV-2008	Registered
MCALISTER'S SELECT  	United States	77440487 04-APR-2008	3530628 11-NOV-2008	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
MCALISTER'S DELI  	United States	77440532 04-APR-2008	3536563 25-NOV-2008	Registered
MEMPHIAN	United States	75694380 30-APR-1999	2335772 28-MAR-2000	Registered
THE BIG NASTY	United States	75685835 19-APR-1999	2335678 28-MAR-2000	Registered
JUSTASPUD	United States	75685836 19-APR-1999	2335679 28-MAR-2000	Registered
MCALISTER'S  	United States	75420919 21-JAN-1998	2217403 12-JAN-1999	Registered
MCALISTER'S GOURMET DELI	United States	75373467 15-OCT-1997	2207158 01-DEC-1998	Registered
MCALISTER'S GOURMET DELI  	United States	75374333 14-OCT-1997	2217201 12-JAN-1999	Registered
MCALISTERS DELI	United States	74486113 03-FEB-1994	1943439 26-DEC-1995	Registered