

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424311

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS
<b>SEQUENCE:</b>	31

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FOCUS BRANDS SYSTEMS LLC		04/06/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SCHLOTZSKY'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: 22

Property Type	Number	Word Mark
Registration Number:	4087846	EVERY BITE SCHLOTZSKY'S LOTZ BETTER
Registration Number:	3879948	SCHLOTZSKY'S
Registration Number:	3980366	SCHLOTZSKY'S
Registration Number:	4000735	SCHLOTZSKY'S
Registration Number:	3603345	LOTZ BETTER
Registration Number:	3349068	JUST HAULIN' BUNS!
Registration Number:	3204908	THE ORIGINAL
Registration Number:	3182401	SCHLOTZSKY'S
Registration Number:	3153384	FRESH-FROM-SCRATCH
Registration Number:	3059809	SCHLOTZSKY'S
Registration Number:	2235917	SCHLOTZSKY'S DELI
Registration Number:	2641418	SCHLOTZSKY'S DELI HOME OF THE FAMOUS ORI
Registration Number:	2041225	FUNNY NAME. SERIOUS SANDWICH.
Registration Number:	1956280	RUN YOUR BUNS OFF
Registration Number:	2044593	
Registration Number:	1775366	SCHLOTZSKY'S
Registration Number:	1528939	BAKED DAILY FRESH

CH \$565.00 4087846

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1375154	BUN RUN
Registration Number:	1337033	SCHLOTZSKY'S
Registration Number:	1147774	SCHLOTZSKY
Registration Number:	1150687	SCHLOTZSKY'S
Registration Number:	4087842	SCHLOTZSKY'S BETTER

**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

<b>ATTORNEY DOCKET NUMBER:</b>	17514-033
<b>NAME OF SUBMITTER:</b>	Danielle Laker
<b>SIGNATURE:</b>	/Danielle Laker/
<b>DATE SIGNED:</b>	04/19/2017

**Total Attachments: 5**

source=Trademark Back-up Security Agreement (Fourth-Tier (FBS to Schlotzsky\_s Franchisor)) (Executed)#page1.tif

source=Trademark Back-up Security Agreement (Fourth-Tier (FBS to Schlotzsky\_s Franchisor)) (Executed)#page2.tif

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source=Trademark Back-up Security Agreement (Fourth-Tier (FBS to Schlotzsky\_s Franchisor)) (Executed)#page5.tif

**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 FOCUS BRANDS SYSTEMS LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta, Georgia, 30342, (“Grantor”), in favor of SCHLOTZSKY’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.

FOCUS BRANDS SYSTEMS LLC

By: \_\_\_\_\_

  
Name: Michael J. Dixon





Title: Chief Financial Officer

[Signature Page - Back-up Security Interest in Trademarks (Fourth-Tier) (Schlotzsky's)]

**TRADEMARK**  
**REEL: 006038 FRAME: 0646**

## Schedule 1 Trademarks

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
EVERY BITE SCHLOTZSKY'S LOTZ BETTER 	United States	85346309 14-JUN-2011	4087846 17-JAN-2012	Registered
SCHLOTZSKY'S  SCHLOTZSKY'S	United States	85014872 15-APR-2010	3879948 23-NOV-2010	Registered
SCHLOTZSKY'S  SCHLOTZSKY'S	United States	85012976 13-APR-2010	3980366 21-JUN-2011	Registered
SCHLOTZSKY'S  SCHLOTZSKY'S	United States	85012907 13-APR-2010	4000735 26-JUL-2011	Registered
LOTZ BETTER  LOTZ BETTER	United States	77223793 06-JUL-2007	3603345 07-APR-2009	Registered
JUST HAULIN' BUNS! JUST HAULIN' BUNS!	United States	76662183 27-JUN-2006	3349068 04-DEC-2007	Registered
THE ORIGINAL THE ORIGINAL	United States	76657971 06-APR-2006	3204908 06-FEB-2007	Registered
SCHLOTZSKY'S SCHLOTZSKY'S	United States	76653611 13-JAN-2006	3182401 12-DEC-2006	Registered
FRESH-FROM-SCRATCH  FRESH-FROM-SCRATCH	United States	78665099 06-JUL-2005	3153384 10-OCT-2006	Registered
SCHLOTZSKY'S 	United States	76573930 04-FEB-2004	3059809 21-FEB-2006	Registered

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
SCHLOTZSKY'S DELI	United States	75464596 08-APR-1998	2235917 30-MAR-1999	Registered
SCHLOTZSKY'S DELI HOME OF THE FAMOUS ORIGINAL SANDWICH EST. 1971 	United States	75464796 08-APR-1998	2641418 29-OCT-2002	Registered
FUNNY NAME. SERIOUS SANDWICH.	United States	74662750 18-APR-1995	2041225 25-FEB-1997	Registered
RUN YOUR BUNS OFF	United States	74648753 20-MAR-1995	1956280 13-FEB-1996	Registered
<i>Design Only</i> 	United States	74648754 20-MAR-1995	2044593 11-MAR-1997	Registered
SCHLOTZSKY'S	United States	74328161 02-NOV-1992	1775366 08-JUN-1993	Registered
BAKED DAILY FRESH 	United States	73703769 04-JAN-1988	1528939 07-MAR-1989	Registered
BUN RUN	United States	73526814 14-MAR-1985	1375154 10-DEC-1985	Registered
SCHLOTZSKY'S	United States	73505952 29-OCT-1984	1337033 21-MAY-1985	Registered
SCHLOTZSKY	United States	73184259 01-SEP-1978	1147774 24-FEB-1981	Registered
SCHLOTZSKY'S	United States	73184241 01-SEP-1978	1150687 07-APR-1981	Registered
SCHLOTZSKY'S BETTER 	United States	85346286 14-JUN-2011	4087842 17-JAN-2012	Registered