

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424452

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS
SEQUENCE:	38

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SCHLOTZSKY'S FRANCHISOR SPV LLC		04/06/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.
Street Address:	388 Greenwich Street
Internal Address:	14th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

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

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

ATTORNEY DOCKET NUMBER:	17514-033
NAME OF SUBMITTER:	Danielle Laker
SIGNATURE:	/Danielle Laker/
DATE SIGNED:	04/20/2017

Total Attachments: 5

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- source=Trademark Security Agreement (Schlotzsky_s Franchisor) (Executed)#page2.tif
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of [April 6], 2017, by and between SCHLOTZSKY’S FRANCHISOR SPV LLC, a Delaware limited liability company located at 5620 Glenridge Drive NE, Atlanta Georgia, 30342 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, 14th Floor, New York, New York 10013 (in such capacity, the “Trustee”).

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 Guarantee and Collateral Agreement, dated as of the date hereof, by and among Grantor and the other Guarantors in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, 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 3.5(b) of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (“USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

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 Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *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 in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of the date hereof, by and among FOCUS Brands Funding LLC, a Delaware limited liability company, Carvel Funding LLC, a Delaware limited liability company, and McAlister's Funding LLC, a Delaware limited liability company, as co-issuers, and Citibank, as Trustee and securities intermediary (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture").

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee'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 in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and the Trustee 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 Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral 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.

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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

SCHLOTZSKY'S FRANCHISOR SPV
LLC,
as Grantor

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

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