

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sauce LLC		04/28/2017	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	One E. Washington St.		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4010284	SAUCE PIZZA WINE	
Registration Number:	2904152	SAUCE	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<i>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.</i>			
Phone:	6023826000		
Email:	sschahn@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	400 E. Van Buren St.		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
NAME OF SUBMITTER:	Todd Jones		
SIGNATURE:	/Todd V. Jones/		
DATE SIGNED:	05/04/2017		
Total Attachments: 5			
source=Trademark Security Agrmt#page1.tif			
source=Trademark Security Agrmt#page2.tif			
source=Trademark Security Agrmt#page3.tif			
source=Trademark Security Agrmt#page4.tif			

CH \$65.00 4010284

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 28, 2017 (this "Agreement"), among each of the signatories hereto (collectively, the "Grantors") and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender").

Reference is made to (a) the Loan Agreement dated of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among SAUCE LLC, SAUCE RITTENHOUSE & ELLSWORTH LLC, SAUCE (PHOENIX-DANA PARK) LLC, SAUCE (TUCSON-2900 N. CAMPBELL) LLC, SAUCE BROADWAY LLC, SAUCE (MADISON VILLAGE) LLC, SAUCE NORTERRA LLC, SAUCE (GILBERT - RIVULON), LLC, SAUCE (TUCSON - GRANT), LLC, SAUCE (SCOTTSDALE-WF) LLC, SAUCE (SCOTTSDALE - EAST THUNDERBIRD PLAZA) LLC, SAUCE OCOTILLO LLC, SAUCE MANAGEMENT LLC, SAUCE CASAS ADOBES LLC, SAUCE CAMELBACK LLC, and SAUCE OF ALBUQUERQUE, LLC, each an Arizona limited liability company (collectively, jointly, severally, and jointly and severally, "Borrower"), SAUCE HOLDINGS, LLC, a Delaware limited liability company ("Guarantor"), and Lender and (b) the Collateral Agreement dated of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Borrower, Guarantor, and Lender. Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce Lender to make additional Loans and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Loan Agreement, as applicable. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to Lender and its successors and assigns, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by such Grantor (including all goodwill associated therewith), including those listed on Schedule I (the "Trademark Collateral").

3. Collateral Agreement. The Security Interest granted to Lender herein is granted in furtherance, and not in limitation, of the security interests granted to Lender pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

4. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which

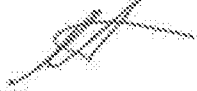
any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and Lender shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SAUCE LLC, an Arizona limited liability company

By: 
Name: Scott Kilpatrick
Title: President and CEO

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WESTERN ALLIANCE BANK, an Arizona
corporation



By: 
Name: Michael J. [unclear]
Title: Senior Vice President

EXHIBIT I
TRADEMARK COLLATERAL

Grantor: Sauce LLC

<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
4,010,284	08/09/2011	Sauce LLC	
2,904,152	11/23/2004	Sauce LLC	SAUCE