

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427217

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cosi, Inc.		05/10/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LIMAB LLC		
<b>Street Address:</b>	84 Elm St.		
<b>City:</b>	Westfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07090		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4978515	SMART FIT	
<b>Registration Number:</b>	4205573	TASTE TWO	
<b>Registration Number:</b>	4142374	SQUAGEL	
<b>Registration Number:</b>	3958695		
<b>Registration Number:</b>	3958694	LIFE SHOULD BE DELICIOUS	
<b>Registration Number:</b>	3823128	LIFE SHOULD BE DELICIOUS	
<b>Registration Number:</b>	3815733	COSÌ	
<b>Registration Number:</b>	3751834	GET COSÌ	
<b>Registration Number:</b>	3672809		
<b>Registration Number:</b>	3421956		
<b>Registration Number:</b>	3499558	COSI CARD	
<b>Registration Number:</b>	3324565	COSÌ BREAK BAR	
<b>Registration Number:</b>	3275878	COSI PRONTO	
<b>Registration Number:</b>	2659348	COSI CORNERS	
<b>Registration Number:</b>	2692768	COSI DOWNTOWN	
<b>Registration Number:</b>	2365299	SQUAGELS	
<b>Registration Number:</b>	2340123	XANDO	
<b>Registration Number:</b>	2046483	COSI	

CH \$465.00 4978515

**CORRESPONDENCE DATA****Fax Number:** 7136155243*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.***Phone:** 7137581105**Email:** iptldocket@velaw.com**Correspondent Name:** W. Scott Brown**Address Line 1:** 1001 Fannin Street, Suite 2500**Address Line 4:** Houston, TEXAS 77002

<b>NAME OF SUBMITTER:</b>	W. Scott Brown
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<b>SIGNATURE:</b>	/wsb/
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<b>DATE SIGNED:</b>	05/11/2017
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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

May 10, 2017

WHEREAS, Cosi, Inc., a Delaware corporation (herein referred to as the "**Grantor**"), owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Cosi, Inc. (the "**Borrower**") is party to that certain Exit Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Borrower, LIMAB LLC, as agent (the "**Agent**"), and the other institutions party from time to time thereto (the "**Lenders**");

WHEREAS, capitalized terms used herein but not defined herein shall have the meanings provided to them in the Credit Agreement.

WHEREAS, pursuant to (i) the Security Agreement, dated as of the date hereof (as may be amended and/or supplemented from time to time, the "**Security Agreement**") among the Borrower, the other grantors party from time to time thereto and the Agent, as the agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types, of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

i. each Trademark (as defined in the Security Agreement) owned by the Grantor that is Recordable Intellectual Property (as defined in the Security Agreement), including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto , and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

ii. each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each exclusive Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

iii. all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and

all rights and benefits of the Grantor under any Trademark License (including, without limitation, any exclusive Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.


The Grantor acknowledges and affirms that the rights and remedies of the Grantee 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 are incorporated by reference herein as if fully set forth herein.

The Agent is a party to this Trademark Security Agreement solely in its capacity as Agent pursuant to the Credit Agreement and not in its individual capacity. The Agent shall have all of the rights, privileges and immunities afforded to it as Agent under the Credit Agreement and the other Loan Documents as though fully set forth herein.


[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed by their respective authorized officers as of the date first written above.

**COSI, INC.**, as Grantor

By:   
Name: Vicki Baue  
Title: Vice President

LIMAB LLC, as Agent

By:   
Name: Andrew Berger  
Title: Manager

**Schedule 1 to Trademark  
Security Agreement**

COSI, INC.

**TRADEMARK REGISTRATIONS**

<u>Registered Owner</u>	<u>United States Trademark/Service Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Cosi, Inc.	SMART FIT	4978515	6/4/2016
Cosi, Inc.	TASTE TWO	4205573	9/11/2012
Cosi, Inc.	SQUAGEL	4142374	5/15/2012
Cosi, Inc.	DESIGN	3958695	5/10/2011
Cosi, Inc.	LIFE SHOULD BE DELICIOUS	3958694	5/10/2011
Cosi, Inc.	LIFE SHOULD BE DELICIOUS	3823128	7/20/2010
Cosi, Inc.	COSI	3815733	7/6/2010
Cosi, Inc.	GET COSI	3751834	2/23/2010
Cosi, Inc.	DESIGN	3672809	8/25/2009
Cosi, Inc.	DESIGN	3421956	5/6/2008
Cosi, Inc.	COSI CARD	3499558	9/9/2008
Cosi, Inc.	COSI BREAK BAR	3324565	10/30/2007
Cosi, Inc.	COSI PRONTO	3275878	8/7/2007
Cosi, Inc.	COSI CORNERS	2659348	12/10/2002
Cosi, Inc.	COSI DOWNTOWN	2692768	3/4/2003
Cosi, Inc.	SQUAGELS	2365299	7/4/2000
Cosi, Inc.	XANDO	2340123	4/11/2000
Cosi, Inc.	COSI	2046483	3/18/1997