

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CBQ, LLC		06/13/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87352739	BUTCHER'S PRIME	
Serial Number:	86921481	CENTER CUT	
Serial Number:	85117294	RUPARI	
Serial Number:	85117349	RUPARI	
Serial Number:	77892322	BUTCHER'S PRIME	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	3125586352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	18103.406		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		
DATE SIGNED:	06/14/2017		

CH \$140.00 87352739

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 13, 2017, is between CBQ, LLC, a Delaware limited liability company ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as administrative agent for the benefit of the "Lenders" (as such term is hereinafter defined).

W I T N E S S E T H:

WHEREAS, Grantor is entering into that certain Joinder Agreement of even date herewith (the "Joinder Agreement") pursuant to which it has agreed, among other things, to join that certain Amended and Restated Pledge and Security Agreement dated as of May 26, 2015 by and between Carl Buddig and Company, a Delaware corporation, and Secured Party, for itself and the lenders referred to therein (the "Lenders") (as amended, restated, modified or supplemented from time to time, the "Security Agreement");

WHEREAS, pursuant to the Joinder Agreement and as a result of its joinder to the Security Agreement, the Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement; and

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of 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 presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in


Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and 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.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CBQ, LLC

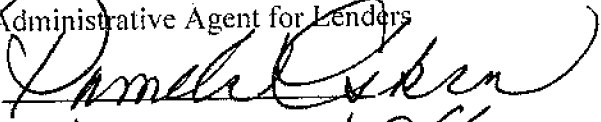
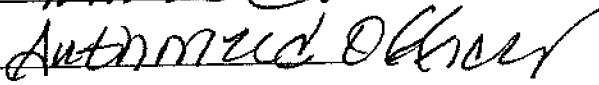
By: 

Title: CEO

[Signature Page to Trademark Security Agreement]

Acknowledged:



JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for Lenders

By: 
Title: 

[Signature Page to Trademark Security Agreement]

Schedule 1

TRADEMARKS AND PENDING TRADEMARKS:

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date	Class
BUTCHER'S PRIME	US	87352739	2/28/2017			29
CENTER CUT	US	86921481	2/26/2016			29
RUPARI	US	85117294	8/27/2010	3950862	4/26/2011	29
RUPARI (& Design) 	US	85117349	8/27/2010	3954371	5/3/2011	29
BUTCHER'S PRIME (& Design) 	US	77892322	12/13/2009	3824597	7/27/2010	29

TRADEMARK LICENSES:

License Agreement dated as of June 13, 2017 between Roma Dining, LLC and CBQ, LLC