

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432261

| | | | |
|-----------------------------------|-------------------------------------|--------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cosi, Inc. | | 06/22/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | MILFAM II L.P. | | |
| Street Address: | 3300 S. Dixie Highway, Suite 1-365 | | |
| City: | West Palm Beach | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33405 | | |
| Entity Type: | Limited Partnership: GEORGIA | | |
| Name: | AB Opportunity Fund, LLC | | |
| Street Address: | 84 Elm Street | | |
| City: | Westfield | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07090 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | AB Value Partners, L.P. | | |
| Street Address: | 84 Elm Street | | |
| City: | Westfield | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07090 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4978515 | SMART FIT | |
| Registration Number: | 4205573 | TASTE TWO | |
| Registration Number: | 4142374 | SQUAGEL | |
| Registration Number: | 3958695 | | |
| Registration Number: | 3958694 | LIFE SHOULD BE DELICIOUS | |
| Registration Number: | 3823128 | LIFE SHOULD BE DELICIOUS | |
| Registration Number: | 3815733 | COSI | |

CH \$465.00 4978515

| Property Type | Number | Word Mark |
|----------------------|---------|----------------|
| Registration Number: | 3751834 | GET COSÌ |
| Registration Number: | 3672809 | |
| Registration Number: | 3421956 | |
| Registration Number: | 3499558 | COSÌ CARD |
| Registration Number: | 3324565 | COSÌ BREAK BAR |
| Registration Number: | 3275878 | COSÌ PRONTO |
| Registration Number: | 2659348 | COSÌ CORNERS |
| Registration Number: | 2692768 | COSÌ DOWNTOWN |
| Registration Number: | 2365299 | SQUAGELS |
| Registration Number: | 2340123 | XANDO |
| Registration Number: | 2046483 | COSÌ |

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

| | |
|---------------------------|----------------|
| NAME OF SUBMITTER: | W. Scott Brown |
| SIGNATURE: | /wsb/ |
| DATE SIGNED: | 06/22/2017 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

June 22, 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 those certain Subordinated DIP Rollup/Exit Promissory Notes, dated as of May 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "**Rollup Notes**" and each, a "**Rollup Note**"), by the Company in favor of Milfam II L.P. ("**Milfam**"), AB Opportunity Fund, LLC ("**ABO**") and AB Value Partners, L.P. ("**ABV**"), and together with Milfam and ABO, the "**Holder**" and each, a "**Holder**");

WHEREAS, capitalized terms used herein but not defined herein shall have the meanings provided to them in the Security Agreement (as defined below);

WHEREAS, pursuant to (i) the Security Agreement dated as of June 22, 2017 (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 each of the Holders in their capacities as Designated Secured Parties (as defined in the Security Agreement) (each in such capacities, together with its successors in such capacity, the "**Grantee**") for the benefit of all other Designated Secured Parties from time to time, 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 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 for the benefit of all Designated Secured Parties, to secure the Secured Obligations, a continuing security interest, subordinate in priority to the First Lien Security Interest (as defined in the Security Agreement) on the terms set forth in the Intercreditor Agreement (as defined in the Security Agreement), 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.

This trademark Security Agreement shall constitute a Note Document under each of the Rollup Notes.

Each of the Designated Secured Parties shall have all of the rights, privileges and immunities afforded to it under the Security Agreement, as mutually agreed by the Designated Secured Parties upon its appointment as the Designated Agent, or the Security 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

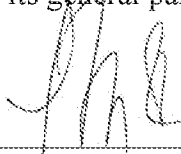
By: Andrew Berger
Name: **Andrew Berger**
Title: **President**

MILFAM II L.P.,
as Grantee

**AB OPPORTUNITY
FUND, LLC,**
as Grantee

**AB VALUE PARTNERS,
L.P.,**
as Grantee

By: MILFAM LLC,
its general partner

By: 
Name: Lloyd I. Miller, III
Title: Manager

By: _____
Name:
Title:

By: _____
Name:
Title:

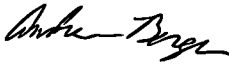
MILFAM II L.P.,
as Grantee

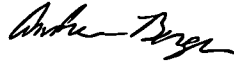
**AB OPPORTUNITY
FUND, LLC,**
as Grantee

**AB VALUE PARTNERS,
L.P.,**
as Grantee

By: MILFAM LLC,
its general partner

By: _____
Name:
Title:

By: 
Name: **Andrew Berger**
Title: **Manager**

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 |