

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435645

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900412516		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tantum Companies, LLC		07/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Chatham Capital Management IV, LLC, as Collateral Agent		
Street Address:	1230 Peachtree Street N.E., Suite 1750		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1679702	BACK YARD BURGERS	
Registration Number:	1679739		
Registration Number:	2809079	BACK YARD BURGERS	
Registration Number:	5160803	BACK YARD BURGERS	
CORRESPONDENCE DATA			
Fax Number:	7043432000		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	07/19/2017		
Total Attachments: 4			

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ASSIGNMENT FOR SECURITY --TRADEMARKS, PATENTS and COPYRIGHTS

WHEREAS, TANTUM COMPANIES, LLC, a Delaware limited liability company (the "Grantor") (a) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), (b) holds all right, title and interest in the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents") and (c) holds all right, title and interest in the copyrights listed on the attached Schedule A, which copyrights are registered in the United States Copyright Office (the "Copyrights");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated of even date herewith (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Chatham Capital Management IV, LLC, a Georgia limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, Patents, Copyrights and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and collaterally assign to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.



The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


SCHEDULE A TO ASSIGNMENT FOR SECURITY

1. Patents

Not Applicable/None

2. Trademarks

MARK	REGISTRATION NUMBER	REGISTRATION DATE	REGISTER
BACK YARD BURGERS	1,679,702	03-17-1992; Renewed 04-23-2011	Principal
Misc. Design 	1,679,739	03-17-1992; Renewed 04-23-2011	Principal
BACK YARD BURGERS (and Design) 	2,809,079	01-27-2004 Renewed on 03-20-2013	Principal
BACK YARD BURGERS (and Design)	5,160,803	03-14-2017	Principal

MARK	REGISTRATION NUMBER	REGISTRATION DATE	REGISTER
			

3. Copyrights

Not Applicable/None

4. Domain Names (registered to Seller unless otherwise indicated)

www.backyardburgers.com