

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437858

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900413344		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UPSERVE, INC.		07/14/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank, as Collateral Agent		
<b>Street Address:</b>	3003 Tasman Drive		
<b>Internal Address:</b>	HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4172705	BREADCRUMB	
<b>Registration Number:</b>	4773360	BREADCRUMB	
<b>Registration Number:</b>	4912425	BREADCRUMB LIVE	
<b>Registration Number:</b>	4584645	SWIPELY	
<b>Serial Number:</b>	86968808		
<b>Serial Number:</b>	86918493	UPSERVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F171362		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		

<b>SIGNATURE:</b>	/Andrew Nash/
<b>DATE SIGNED:</b>	08/03/2017
<b>Total Attachments: 5</b> source=Final - Trademark Security Agreement (Upserve)#page1.tif source=Final - Trademark Security Agreement (Upserve)#page2.tif source=Final - Trademark Security Agreement (Upserve)#page3.tif source=Final - Trademark Security Agreement (Upserve)#page4.tif source=Final - Trademark Security Agreement (Upserve)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of July 14, 2017 (this “**Trademark Security Agreement**”), is made by the Pledgor that is a signatory hereto (the “**Pledgor**”), in favor of **SILICON VALLEY BANK**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the “**Collateral Agent**”), pursuant to that certain Credit Agreement, dated as of July 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **AL DENTE MERGER SUB, INC.**, a Delaware corporation (“**Merger Sub**”), and upon consummation of the Closing Date Acquisition, **UPSERVE, INC.**, a Delaware corporation (“**Target**”), as the surviving entity after giving effect to the Closing Date Acquisition (the “**Borrower**”), **AL DENTE HOLDINGS, INC.**, a Delaware corporation (“**Intermediate Holdings**”), as a Guarantor, **AL DENTE INTERMEDIATE HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**”), as a Guarantor, each of the other Guarantors from time to time party thereto, and the Lenders from time to time party thereto.

### W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks of the Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and

affirms that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the Termination of Secured Obligations, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released in accordance with the terms of the Security Agreement, and the Collateral Agent shall on the date thereof and, upon the reasonable written request by the Pledgor, at the Pledgor's sole expense, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

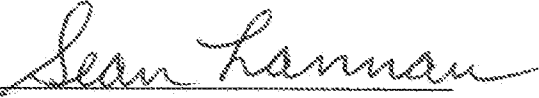
SECTION 7. Choice of Law; Venue; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 10.7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

UPSERVE, INC.,  
a Delaware corporation

By: 

Name: Sean Lannan

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006122 FRAME: 0519**

**SILICON VALLEY BANK,**  
as Collateral Agent

By:

  
Name: Andrew T. Merget

Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006122 FRAME: 0520**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Application No</b>	<b>Application Date</b>	<b>Registration No</b>	<b>Registration Date</b>
Breadcrumb	USA	85/295,815	4/14/11	4,172,705	7/10/12
Breadcrumb	USA	85/932,244	5/14/13	4,773,360	7/14/15
Breadcrumb Live	USA	86/577,936	3/26/15	4,912,425	3/8/16
Upserve Knife & Wine Glass Design	USA	86/968,808	4/8/16		
Upserve	USA	86/918,493	2/24/16		
Swipely	USA	85021793	4/23/10	4584645	8/12/14

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