

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM440212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Watch Restaurants, Inc.		08/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Administrative Agent		
Street Address:	150 S. Wacker Drive		
Internal Address:	Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3946557	2 FOR YOU	
Registration Number:	4766029	FIRST WATCH THE DAYTIME CAFE	
Registration Number:	4510740	SEAT & EAT	
Registration Number:	5045828	APP AHEAD SEATING	
Registration Number:	3218981	FIRSTWATCH THE DAYTIME CAFE	
Registration Number:	4417691	FIRSTWATCH THE DAYTIME CAFÉ	
Registration Number:	3220831	FIRSTWATCH THE DAYTIME CAFÉ BREAKFAST BR	
Registration Number:	3220830	FIRSTWATCH THE DAYTIME CAFÉ	
Registration Number:	3806703	WAKY WAKY EGGS AND BAKY	
Registration Number:	3657581	YOU FIRST	
Registration Number:	3467249	FIRST WATCH	
Registration Number:	3786547	SUNRISE SELECT	
Registration Number:	3278691	IF WE CAN, WE WILL	
Registration Number:	3273828	THE MIDDLE GRIDDLE	
Registration Number:	3350801	TRI-FECTA	
Registration Number:	4401604	TRI-ATHLETE	
Registration Number:	3350800	SIESTA KEY COCKTAIL	
Registration Number:	3295844	PECAN DIJON	

CH \$790.00 3946557

Property Type	Number	Word Mark
Registration Number:	3278644	NOT GUILTY YOUR HONOR
Registration Number:	3273779	LEAN MACHINE
Registration Number:	3278643	KILLER CAJUN
Registration Number:	3278639	GREEK FETISH
Registration Number:	3380084	FLORIDIAN FRENCH TOAST
Registration Number:	3447424	CREPEGGS
Registration Number:	3273771	CHICKICHANGA
Registration Number:	3278626	CAPS, ETC.
Registration Number:	3278625	BURRITO VERA CRUZ
Registration Number:	3278624	BLTE
Registration Number:	3333388	BACADO
Registration Number:	2935978	FIRST WATCH BREAKFAST BRUNCH LUNCH
Registration Number:	3246119	BREAD & COMPANY BAKERY & CAFE

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	053644-0122
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	08/22/2017

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 21, 2017, (this “Agreement”), by FIRST WATCH RESTAURANTS, INC., a Delaware corporation (the “Grantor”) in favor of Golub Capital Markets LLC (“Golub Capital”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of August 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among, *inter alios*, AI Fresh Parent, Inc., as Holdings, FWR Holding Corporation, a Delaware corporation (successor by merger to AI Fresh Merger Sub, Inc., a Delaware corporation), as the Borrower, the Lenders from time to time party thereto and Golub Capital, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]




IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FIRST WATCH RESTAURANTS, INC.

By: 
Name: Paul Mineman
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
First Watch Restaurants, Inc.	3946557	2 FOR YOU
First Watch Restaurants, Inc.	4766029	FIRST WATCH THE DAYTIME CAFE (AND DESIGN) 
First Watch Restaurants, Inc.	4510740	SEAT & EAT
First Watch Restaurants, Inc.	5045828	APP AHEAD SEATING
First Watch Restaurants, Inc.	3218981	FIRSTWATCH THE DAYTIME CAFÉ (AND DESIGN) 
First Watch Restaurants, Inc.	4417691	FIRSTWATCH THE DAYTIME CAFE (AND DESIGN) 
First Watch Restaurants, Inc.	3220831	FIRSTWATCH THE DAYTIME CAFÉ BREAKFAST BRUNCH LUNCH
First Watch Restaurants, Inc.	3220830	FIRSTWATCH THE DAYTIME CAFÉ
First Watch Restaurants, Inc.	3806703	WAKEY WAKEY EGGS AND BAKEY
First Watch Restaurants, Inc.	3657581	YOU FIRST
First Watch Restaurants, Inc.	3467249	FIRST WATCH
First Watch Restaurants, Inc.	3786547	SUNRISE SELECT
First Watch Restaurants, Inc.	3278691	IF WE CAN, WE WILL
First Watch Restaurants, Inc.	3273828	THE MIDDLE GRIDDLE
First Watch Restaurants, Inc.	3350801	TRI-FECTA
First Watch Restaurants, Inc.	4401604	TRI-ATHLETE
First Watch Restaurants, Inc.	3350800	SIESTA KEY COCKTAIL
First Watch Restaurants, Inc.	3295844	PECAN DIJON

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
First Watch Restaurants, Inc.	3278644	NOT GUILTY YOUR HONOR
First Watch Restaurants, Inc.	3273779	LEAN MACHINE
First Watch Restaurants, Inc.	3278643	KILLER CAJUN
First Watch Restaurants, Inc.	3278639	GREEK FETISH
First Watch Restaurants, Inc.	3380084	FLORIDIAN FRENCH TOAST
First Watch Restaurants, Inc.	3447424	CREPEGGS
First Watch Restaurants, Inc.	3273771	CHICKICHANGA
First Watch Restaurants, Inc.	3278626	CAPS, ETC.
First Watch Restaurants, Inc.	3278625	BURRITO VERA CRUZ
First Watch Restaurants, Inc.	3278624	BLTE
First Watch Restaurants, Inc.	3333388	BACADO
First Watch Restaurants, Inc.	2935978	FIRST WATCH BREAKFAST BRUNCH LUNCH
First Watch Restaurants, Inc.	3246119	BREAD & COMPANY BAKERY & CAFÉ (AND DESIGN) 

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

Schedule III

EXHIBIT A

[FORM OF]
INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of [_____] [___], 20[___] (this "IP Security Agreement Supplement"), by FIRST WATCH RESTAURANTS, INC., a Delaware corporation (the "Grantor") in favor of Golub Capital Markets LLC ("Golub Capital"), as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of August 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among, *inter alios*, AI Fresh Parent, Inc., as Holdings, FWR Holding Corporation, a Delaware corporation (successor by merger to AI Fresh Merger Sub, Inc., a Delaware corporation), as the Borrower, the Lenders from time to time party thereto and Golub Capital, in its capacities as administrative agent and collateral agent for the Lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement, the Grantor and the Administrative Agent have entered into that certain INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "IP Security Agreement"). Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the the Grantor and regardless of where located (collectively, the "Additional IP Collateral"):

A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP 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. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

FIRST WATCH RESTAURANTS, INC.

By: _____
Name:
Title:

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE

COPYRIGHT APPLICATIONS

APPLICANT	APPLICATION NUMBER	TITLE

Schedule III to Exhibit A

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RECORDED: 08/22/2017

TRADEMARK
REEL: 006135 FRAME: 0402