

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T.Y.P. Restaurant Group, Inc.		08/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	6400 Las Colinas Blvd		
Internal Address:	Mail Stop CC1-30		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3354585	TENDER GREENS	
Registration Number:	4971848	TENDER GREENS	
Registration Number:	3391012	TENDER GREENS	
Registration Number:	4801941	GARDEN BY TENDER GREENS	
Serial Number:	87210404	TENDERGREENS	
Serial Number:	87210501	G	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	214-651-5134		
Email:	anjie.vichayanonda@haynesboone.com		
Correspondent Name:	Anjie Vichayanonda c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	41520.48_83968		
NAME OF SUBMITTER:	Anjie Vichayanonda		
SIGNATURE:	/s/Anjie Vichayanonda/		

OP \$165.00 3354585

DATE SIGNED:	08/31/2017
---------------------	------------

Total Attachments: 6

source=Tender Greens - Trademark Security Agreement#page1.tif

source=Tender Greens - Trademark Security Agreement#page2.tif

source=Tender Greens - Trademark Security Agreement#page3.tif

source=Tender Greens - Trademark Security Agreement#page4.tif

source=Tender Greens - Trademark Security Agreement#page5.tif

source=Tender Greens - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 31, 2017 (this "Agreement"), is made by T.Y.P. RESTAURANT GROUP, INC., a Delaware corporation (the "Assignor"), in favor of Citibank, N.A. (the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor, has entered into a Security Agreement dated as of August 31, 2017 (the "Security Agreement", the defined terms of which are used herein unless otherwise defined herein), in favor of the Assignee, for its benefit and the benefit of the Beneficiaries referenced therein (collectively, the "Beneficiaries"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Beneficiaries, a continuing security interest in (a) (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office, (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office, (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States, (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof, and (v) all trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, including those referred to in Item A of Annex I attached hereto; (b) all Trademark licenses, including each Trademark license referred to in Item B of Annex I attached hereto; (c) all registrations and recordings with respect to any of any of the items described in clauses (a) and (b) above; (d) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above; (e) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof; (f) all rights to sue for past, present or future infringements or dilution of any of the foregoing; (g) all goodwill related to any of the foregoing; (h) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and (i) all products and proceeds of the foregoing, including any income, royalties, and awards and any claim by the Assignor against third parties for past, present, or future infringement of any Trademark or any Trademark licensed under any Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Annex I attached hereto (collectively, the "Collateral") to secure the payment, performance and observance of the Secured Obligations; provided that the Collateral does not include any intent-to-use trademark application filed in the United States to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark application or the trademark that is the subject thereof under application law, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agrees as follows:

(a) The Assignor does hereby pledge and collaterally assign unto the Assignee and grants to the Assignee, for the benefit of the Beneficiaries, a continuing security interest in the Collateral to secure, for the benefit of the Beneficiaries, the prompt payment and performance of the Secured Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee 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 (including, for the avoidance of doubt, Sections 13, 14 and 15 thereof).

(c) This Agreement may not be amended, restated or otherwise modified except in a writing signed by the Assignor and the Assignee.

(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

(f) This Agreement is a Loan Document.

(g) This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one and the same instrument. This Agreement may be transmitted and signed by facsimile, and portable document format (PDF) and other electronic means, including electronic signature. The effectiveness of any such documents and signatures shall, subject to applicable law, have the same force and effect as manually-signed originals and shall be binding on the Assignor and the Assignee.

[Remainder of Page Intentionally Left Blank]

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

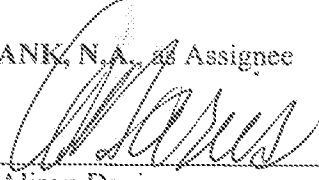
T.Y.P. RESTAURANT GROUP, INC.,
a Delaware corporation, as Assignor

By:  _____

Name: David Dressler

Title: President

CITIBANK, N.A. as Assignee

By: 

Name: Alison Davis

Title: Senior Vice President



ANNEX I

Item A – Trademarks

Registered Trademarks:

COUNTRY	MARK	REG. NO.	REG. DATE
United States	TENDER GREENS	3354585	12/11/2007
United States	TENDER GREENS	4971848	06/07/2016
United States	TENDER GREENS Logo	3391012	03/04/2008
United States	GARDEN BY TENDER GREENS Logo	4801941	09/01/2015
Canada	TENDER GREENS	TMA951025	09/30/2016
China	TENDER GREENS	17060336	08/14/2016
European Union	TENDER GREENS Logo	014184048	09/16/2015
United Arab Emirates	TENDER GREENS	238425	11/21/2016

Pending Trademark Applications:

COUNTRY	MARK	SERIAL	FILING DATE
United States	TENDERGREENS Logo tendergreens 	87210404	10/20/2016
United States	G Logo 	87210501	10/20/2016
China	TENDER GREENS Chinese transliteration	22623778	01/16/2017
China	TENDER GREENS Chinese literal translation	22623777	01/16/2017

Item B – Trademark Licenses

None.