

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaskaid Hospitality, Inc.		09/14/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Bridgeview Bank Group		
Street Address:	7940 SOUTH HARLEM AVENUE		
City:	BRIDGEVIEW		
State/Country:	ILLINOIS		
Postal Code:	60455		
Entity Type:	BANKING ASSOCIATION: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3568957	CRAVE	
Registration Number:	4423429	CRAVE	
Registration Number:	4423430	CRAVE	
Registration Number:	4408947	CRAVE FRESH VIBRANT AMERICAN	
Registration Number:	4408948	CRAVE FRESH VIBRANT AMERICAN	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchshelist.com		
Correspondent Name:	ADAM K SACHAROFF		
Address Line 1:	191 N Wacker Drive, Suite 1800		
Address Line 2:	MUCH SHELIST, PC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	2711815.0102		
NAME OF SUBMITTER:	ADAM K SACHAROFF		
SIGNATURE:	/aks/		
DATE SIGNED:	09/22/2017		

CH \$140.00 3568957

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 14, 2017, is executed by KASKAID HOSPITALITY, INC., a Minnesota corporation (the "Pledgor"), in favor of BRIDGEVIEW BANK GROUP (in its capacity as secured party, the "Secured Party").

RECITALS

The Pledgor and Secured Party are parties to a Loan and Security Agreement dated as of July 10, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") and pursuant thereto the Pledgor has granted a lien in favor of the Secured Party on substantially all of the Pledgor's now existing or hereafter acquired property.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into and maintain the loans and other financial accommodations under the Loan and Security Agreement, the Pledgor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan and Security Agreement and used herein have the meaning given to them in the Loan and Security Agreement. In addition, as used herein the following terms have the meanings indicated:

"Copyrights" means, collectively, all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished) and all copyright registrations and applications made by Pledgor, in each case, whether now owned or hereafter created or acquired by or assigned to Pledgor, together with any and all (i) rights and privileges arising under applicable law with respect to Pledgor's use of such copyrights, (ii) reissues, renewals, continuations and extensions thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof.

"Goodwill" means, collectively, the goodwill connected with Pledgor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or Intellectual Property License with respect to any Trademark in which Pledgor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any Person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of Pledgor's business.

"Intellectual Property Licenses" means, collectively, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Patent, Trademark or Copyright or any other patent, trademark or copyright, whether Pledgor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with

any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) to the extent held by Pledgor, rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Patents, Trademarks or Copyrights or any other patent, trademark or copyright.

“Patents” means, collectively, all patents issued or assigned to, and all patent applications and registrations made by, Pledgor (whether established or registered or recorded in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable Law with respect to Pledgor’s use of any patents, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements thereof.

“Trademarks” means, collectively, all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL’s), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to Pledgor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Pledgor:

- (a) trademarks of Pledgor listed on Schedule I attached hereto (the “Trademarks”);
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than in the case of (a) and (b), Excluded Property).

SECTION 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan and Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan and 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 Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the obligations secured (as described in Section 6 of the Loan and Security Agreement) (other than contingent obligations for which no claim has been made), the Secured Party shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. 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.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Illinois, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

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.

Very truly yours,

KASKAID HOSPITALITY, INC.,
as Pledgor

By: 

Accepted and Agreed:

BRIDGEVIEW BANK GROUP,
as Secured Party

By:

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Kaskaid Hospitality, Inc.	3568957	Crave
Kaskaid Hospitality, Inc.	4423429	Crave
Kaskaid Hospitality, Inc.	4423430	Crave
Kaskaid Hospitality, Inc.	4408947	Crave Fresh Vibrant American
Kaskaid Hospitality, Inc.	4408948	Crave Fresh Vibrant American