

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zoe's Kitchen USA, LLC		11/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	2200 Ross Avenue		
Internal Address:	8th Floor		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	85541436	ZOES FOR LIFE	
Serial Number:	85646353	FRESH TAKE TUBS	
Registration Number:	4071674	SIMPLE. TASTY. FRESH!	
Registration Number:	4259210	SIMPLY 500	
Registration Number:	2783558	ZOE'S KITCHEN	
Registration Number:	2921237	EAT SMART. EAT FRESH.	
Registration Number:	4401258	ZOES FRESH TAKE	
Registration Number:	3659252	ZOËS KITCHEN	
Registration Number:	3766828	ZOËS KITCHEN	
Registration Number:	3766722	ZOËS KITCHEN	
Registration Number:	4757759		
Registration Number:	4832563	LIVE MEDITERRANEAN	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214-745-5226		
Email:	AWALKER@WINSTEAD.COM		
TRADEMARK			

CH \$315.00 85541436

Correspondent Name: Andrea Walker, Winstead PC
Address Line 1: P. O. Box 131851
Address Line 4: DALLAS, TEXAS 75313-1851

ATTORNEY DOCKET NUMBER: 13312-637

NAME OF SUBMITTER: ANDREA WALKER

SIGNATURE: /Andrea Walker/

DATE SIGNED: 11/07/2017

Total Attachments: 5

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November 7, 2017

TRADEMARK SECURITY AGREEMENT

WHEREAS, ZOE'S KITCHEN USA, LLC, a Delaware limited liability company ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the IP Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of November 7, 2017 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Zoe's Kitchen, Inc. (the "Borrower"), certain subsidiaries of the Borrower, and JPMorgan Chase Bank, N.A., as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and IP Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) (a) all rights, title and interests (and all related IP Ancillary Rights) arising under any Requirement of Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;
- (2) each IP License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each IP License referred to in Schedule 1 annexed hereto; and
- (3) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

[Signatures On Following Page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

GRANTOR:

ZOE'S KITCHEN USA, LLC

By: 

Name: Sunil Doshi

Title: Chief Financial Officer and Treasurer




SECURED PARTY:

JPMORGAN CHASE BANK, N.A., as
administrative agent

By: Heather E. Aguilar
Name: Heather E. Aguilar
Title: Authorized Officer

Schedule 1
to Trademark
Security Agreement

TRADEMARKS & TRADEMARK APPLICATIONS

MARK	FILED	APP#	REG. DATE	REG #	CLASSES
ZOES FOR LIFE	2/13/2012	85 / 541,436			043
FRESH TAKE TUBS	6/7/2012	85 / 646,353			043
SIMPLE. TASTY. FRESH!	10/4/2010	85 / 142,372	12/13/2011	4,071,674	043
SIMPLY 500	2/29/2012	85 / 556,103	12/11/2012	4,259,210	043
ZOE'S KITCHEN	10/23/2000	76 / 151,679	11/18/2003	2,783,558	043
EAT SMART EAT FRESH	2/26/2003	76 / 492,522	1/25/2005	2,921,237	043
ZOES FRESH TAKE	6/5/2012	85 / 643,783	9/10/2013	4,401,258	043
	9/10/2008	77 / 566,946	7/21/2009	3,659,252	043
	8/7/2009	77 / 799,575	3/30/2010	3,766,828	043
	7/31/2009	77 / 794,798	3/30/2010	3,766,722	043
ZOES STRIPES	2/7/2014	86 / 188,251	6/16/2015	4,757,759	043

LIVE MEDITERRANEAN	1/7/2014	86 / 159,121	10/13/2015	4,832,563	043
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