

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genghis Grill Franchise Concepts, LP		11/16/2017	Limited Partnership:
RECEIVING PARTY DATA			
Name:	IBERIABANK		
Street Address:	8201 Preston Road, Suite 200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Chartered Bank: LOUISIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2456227	GENGHIS GRILL	
Registration Number:	2456226	GENGHIS GRILL	
Registration Number:	2724382	BUILD YOUR OWN BOWL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	zfish@mcsllaw.com		
Correspondent Name:	Zeb Fish		
Address Line 1:	2501 N. Harwood, Suite 1800		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Zeb Fish		
SIGNATURE:	/zf/		
DATE SIGNED:	11/20/2017		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is dated as of November 16, 2017 (the “Effective Date”), by and between **GENGHIS GRILL FRANCHISE CONCEPTS, LP**, a Texas limited partnership whose address is 18900 Dallas Parkway, Ste 125, Dallas, TX 75287 (“Debtor”), and **IBERIABANK**, a Louisiana state-chartered bank, whose address is 8201 Preston Road, Suite 200, Dallas, Texas 75225 (the “Secured Party”).

RECITALS:

WHEREAS, Debtor owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is or will be a party to the trademark licenses granted in connection with the trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of November 16, 2017 (as said Agreement may be amended and in effect from time to time, the “Security Agreement”), between Debtor and Secured Party, Debtor has granted to Secured Party a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Security Agreement), including, but not limited to trademarks (hereinafter “Trademarks”), and licenses (as describe in the Security Agreement, hereinafter, “Licenses”), together with the goodwill of the business symbolized by Trademarks of Debtor and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a continuing security interest in all right, title and interest of Debtor 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) all Trademarks, including, without limitation, the Trademarks, service marks, trade names, trademark registrations, trademark applications listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) all Licenses granted in connection with the Trademarks listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement or dilution of any Trademark, including, without limitation, the Trademarks, service marks, trade names, and trademark registrations listed on Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications listed on Schedule 1 and the Trademarks licensed under Trademark License, or (b) injury to the goodwill associated with any Trademark, service mark, trade name, trademark registration or Trademark licensed under any trademark License.

This security interest is granted in conjunction with, but not limited by, the terms of the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the continuing lien and 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 WITNESS WHEREOF, Debtor and Secured Party have caused this Trademark Security Agreement to be duly executed as of the Effective Date.

DEBTOR:

GENGHIS GRILL FRANCHISE CONCEPTS, LP
a Texas limited partnership

By: *[Signature]*
Name: Manish Patel
Title: Manager

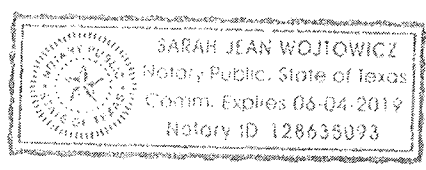
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this 15th day of November, 2017, by Manish Patel, the Manager of Genghis Grill Franchise Concepts, LP a Texas limited partnership, on behalf of said Manager.

[Signature]
Notary Public
Sarah Wojtowicz
Printed Name

(SEAL)

My Commission Expires:
06-04-2019



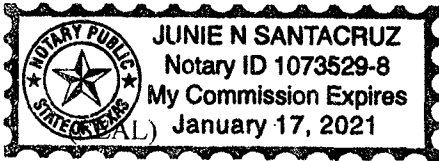
SECURED PARTY:

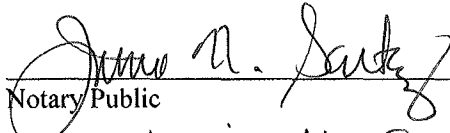
IBERIABANK,
a Louisiana state-chartered bank

By: 
Name: Kevin Beck
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 13th day of November, 2017, by Kevin Beck, the Vice President of IBERIABANK, a Louisiana state-chartered bank, on behalf of said bank.




Notary Public
Junie N. Santacruz
Printed Name

My Commission Expires:
11/17/2021

SCHEDULE 1

TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
GENGHIS GRILL	2456227	May 29, 2001
GENGHIS GRILL	2456226	May 29, 2001
BUILD YOUR OWN BOWL (& DESIGN)	2724382	June 10, 2003