

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453491

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LIEN		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SWEETGREEN, INC.		12/06/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EAGLEBANK		
<b>Street Address:</b>	2001 K Street NE		
<b>City:</b>	Washington		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20006		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5060009	BEETS DON'T KALE MY VIBE	
<b>Registration Number:</b>	4938007	HOLLYWOOD BOWL	
<b>Registration Number:</b>	3872116		
<b>Registration Number:</b>	3454843		
<b>Registration Number:</b>	4978835	RAD THAI	
<b>Registration Number:</b>	4301586	SWEETFLOW	
<b>Registration Number:</b>	3865922	SWEETFLOW	
<b>Registration Number:</b>	3913524	SWEETFLOW MOBILE	
<b>Registration Number:</b>	3951701	SWEETGREEN	
<b>Registration Number:</b>	3951702	SWEETGREEN	
<b>Registration Number:</b>	4032144	SWEETGREEN	
<b>Registration Number:</b>	4012976	SWEETGREEN	
<b>Registration Number:</b>	5232756	SWEETGREEN	
<b>Registration Number:</b>	4495094	SWEETGREEN	
<b>Registration Number:</b>	3454783	SWEETGREEN	
<b>Registration Number:</b>	4570542	SWEETGREEN	
<b>Registration Number:</b>	5276544	SWEETGREEN	
<b>Registration Number:</b>	4802509	SWEETGREEN IN SCHOOLS	
<b>Registration Number:</b>	4095256	SWEETLIFE	

OP \$490.00 5060009

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** mstanwyck@crowell.com**Correspondent Name:** CROWELL & MORING LLP**Address Line 1:** 1001 Pennsylvania ave nw**Address Line 4:** washington, D.C. 20004

<b>NAME OF SUBMITTER:</b>	Kevin M. Silk
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<b>SIGNATURE:</b>	/Kevin M. Silk/
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<b>DATE SIGNED:</b>	12/06/2017
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**Total Attachments: 9**

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source=EagleBank - Sweetgreen - Trademark Security Agreement (Executed)#page2.tif

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 6, 2017, by and between SWEETGREEN, INC., a Delaware corporation (the "Company"), in favor of EAGLEBANK (the "Lender") is entered into pursuant to the Credit Agreement referred to below.

### RECITALS

A. The Company and the Lender entered into that certain Revolving Credit and Security Agreement of even date herewith (the "Credit Agreement"), pursuant to which the Lender is providing a revolving credit facility (the "Revolving Facility") to the Company.

B. In order to secure Obligations (as defined in the Credit Agreement) under the Credit Agreement, the Company has granted to the Lender a security interest and lien in and to all of the Company's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever.

C. One of the requirements of the Credit Agreement and the other Loan Documents (as such term is defined in the Credit Agreement) is that the Company shall have executed and delivered this Agreement to the Lender.

NOW, THEREFORE, in consideration of the Revolving Facility, the mutual promises and understandings of the Company and the Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company covenants unto and agrees with the Lender as follows:

1. Defined Terms. Capitalized terms used but not elsewhere defined in this Agreement shall have the respective meanings ascribed to such terms in the Credit Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of the Company's business symbolized by the foregoing or connected therewith, and (vi) all of the Company's rights corresponding thereto throughout the world. Notwithstanding the foregoing, the Trademarks do not include any intent-to-use trademarks prior to the filing of an amendment to allege use of the trademark under 15 U.S.C. 1051(c) or the filing of a verified statement of use under 15 U.S.C. 1051(d) with the United States Patent and Trademark Office.

2. Grant Of Security Interest In Trademark Collateral. To secure the

Obligations, the Company hereby grants to the Lender a continuing first priority security interest (subject only to Permitted Liens that are permitted to have superior priority to Lender's Lien) in all of the Company's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. Agreement; Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization To Supplement. With the Company's prior written consent, the Lender may modify this Agreement by amending Schedule I to include any future United States registered trademarks therefor of the Company (other than intent-to-use trademarks prior to the filing of an amendment to allege use of the trademark under 15 U.S.C. 1051(c) or the filing of a verified statement of use under 15 U.S.C. 1051(d) with the United States Patent and Trademark Office). Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. Counterparts. This 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 Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Severability. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

7. Assignments. This Agreement shall create a continuing lien on and

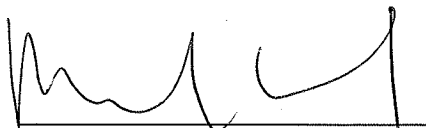
security interest in the Trademark Collateral and shall be binding upon the Company and its successors and assigns and shall inure to the benefit of the Lender and its successors and permitted assigns.

8. Governing Law. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Maryland.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, this Agreement is signed and given under seal as of the date first written above and it is intended that this Agreement is and shall constitute and have the effect of a sealed instrument according to law.

**SWEETGREEN, INC.**

By:   
Name: Mitch Reback  
Its: Chief Financial Officer  
Attention: 8840 Washington Blvd., 4th Floor  
Culver City, California 90232  
E-Mail: [mitch.reback@sweetgreen.com](mailto:mitch.reback@sweetgreen.com)

**EAGLEBANK**

By: \_\_\_\_\_  
Name: Scott S. Kinlaw  
Its: Senior Vice President  
Attention: 2001 K Street NW  
Washington, D.C. 20006  
Telephone: (202) 292-1629  
FAX: (202) 293-1652  
E-Mail: [skinlaw@eaglebankcorp.com](mailto:skinlaw@eaglebankcorp.com)

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006222 FRAME: 0591**

IN WITNESS WHEREOF, this Agreement is signed and given under seal as of the date first written above and it is intended that this Agreement is and shall constitute and have the effect of a sealed instrument according to law.

**SWEETGREEN, INC.**



By: \_\_\_\_\_  
Name: Mitch Reback  
Its: Chief Financial Officer  
Attention: 8840 Washington Blvd., 4th Floor  
Culver City, California 90232  
E-Mail: [mitch.reback@sweetgreen.com](mailto:mitch.reback@sweetgreen.com)

**EAGLEBANK**

By:  \_\_\_\_\_  
Name: Scott S. Kinlaw  
Its: Senior Vice President  
Attention: 2001 K Street NW  
Washington, D.C. 20006  
Telephone: (202) 292-1629  
FAX: (202) 293-1652  
E-Mail: [skinlaw@eaglebankcorp.com](mailto:skinlaw@eaglebankcorp.com)

*[Signature Page to Trademark Security Agreement]*

SCHEDULE 1

MARK Owner	COUNTRY	APPLICATION NO./ APPLICATION DATE	REGISTRATION NO./ REGISTRATION DATE
BEETS DON'T KALE MY VIBE <i>Sweetgreen, Inc.</i>	United States	86/356096 Filed 8/4/2014	5060009 Registered 10/11/16
HOLLYWOOD BOWL <i>Sweetgreen, Inc.</i>	United States	86/514588 Filed 1/26/15	4938007 Registered 4/12/16
 <i>Sweetgreen, Inc.</i>	United States	77823132 Filed 9/9/09	3872116 Registered 11/9/10
 <i>Sweetgreen, Inc.</i>	United States	77143357 Filed 3/29/07	3454843 Registered 6/24/08
RAD THAI <i>Sweetgreen, Inc.</i>	United States	86/416473 Filed 10/7/14	4978835 Registered 6/14/16
SWEETFLOW <i>Sweetgreen, Inc.</i>	United States	77602016 Filed 10/28/08	4301586 Registered 3/12/13
SWEETFLOW <i>Sweetgreen, Inc.</i>	United States	77980220 Filed 10/28/08	3865922 Registered 10/19/10
SWEETFLOW MOBILE <i>Sweetgreen, Inc.</i>	United States	85052040 Filed 6/1/10	3913524 Registered 2/1/2011



MARK Owner	COUNTRY	APPLICATION NO./ APPLICATION DATE	REGISTRATION NO./ REGISTRATION DATE
SWEETGREEN <i>Sweetgreen, Inc.</i>	United States	77829444 Filed 9/18/09	3951701 Registered 4/26/11
SWEETGREEN <i>Sweetgreen, Inc.</i>	United States	77829447 Filed 9/18/09	3951702 Registered 4/26/11
SWEETGREEN <i>Sweetgreen, Inc.</i>	United States	77829450 Filed 9/18/09	4032144 Registered 9/27/11
SWEETGREEN <i>Sweetgreen, Inc.</i>	United States	77829451 Filed 9/18/09	4012976 Registered 8/16/11
SWEETGREEN <i>Sweetgreen, Inc.</i>	United States	77829459 Filed 9/18/09	5232756 Registered 6/27/17
SWEETGREEN <i>Sweetgreen, Inc.</i>	United States	85082284 Filed 7/12/10	4495094 Registered 3/11/14
SWEETGREEN <i>Sweetgreen, Inc.</i>	United States	77124231 Filed 3/7/2007	3454783 Registered 6/24/08
swætgreen <i>Sweetgreen, Inc.</i>	United States	85053583 Filed 6/3/10	4570542 Registered 7/22/14
sweetgreen <i>Sweetgreen, Inc.</i>	United States	85052038 Filed 6/1/10	5276544 Registered 8/29/17
SWEETGREEN IN SCHOOLS <i>Sweetgreen, Inc.</i>	United States	86/416408 Filed 10/7/14	4802509 Registered: 9/1/2015

MARK Owner	COUNTRY	APPLICATION NO./ APPLICATION DATE	REGISTRATION NO./ REGISTRATION DATE
SWEETLIFE <i>Sweetgreen, Inc.</i>	United States	85053588 Filed 6/3/10	4095256 Registered 2/7/12
SWEETGREEN <i>Sweetgreen, Inc.</i>	Australia (via Madrid Protocol)	1701074 Filed 4/8/15	1251842 Registered 2/16/17
SWEETGREEN <i>Sweetgreen, Inc.</i>	European Union (via Madrid Protocol)	001251842 Filed 4/8/15	1251842 Registered 4/20/16
SWEETLIFE <i>Sweetgreen, Inc.</i>	European Union (via Madrid Protocol)	001253811 Filed 4/8/2015	1253811 Registered 5/4/16
SWEETGREEN <i>Sweetgreen, Inc.</i>	Japan (via Madrid Protocol)	1251842 Filed 4/8/15	1251842 Registered 12/3/15
SWEETLIFE <i>Sweetgreen, Inc.</i>	Japan (via Madrid Protocol)	2015357016 Filed 4/8/15	1253811 Registered 8/12/16
SWEETGREEN <i>Sweetgreen, Inc.</i>	Madrid Protocol Designated Jurisdictions: Australia, China, European Union, Japan, South Korea	1251842 Filed 4/8/15	1251842 Registered 6/18/15

MARK <i>Owner</i>	COUNTRY	APPLICATION NO./ APPLICATION DATE	REGISTRATION NO./ REGISTRATION DATE
SWEETLIFE <i>Sweetgreen, Inc.</i>	Madrid Protocol  Designated Jurisdictions: Australia, China, European Union, Japan, South Korea	A0049645  Filed 4/8/15	1253811  Registered 7/2/15
SWEETGREEN <i>Sweetgreen, Inc.</i>	South Korea  (via Madrid Protocol)	1251842  Filed 4/8/15	1251842  Registered 8/17/16
SWEETLIFE <i>Sweetgreen, Inc.</i>	South Korea  (via Madrid Protocol)	4120170000932  Filed 4/8/15	1253811  Registered 3/22/17
SWEETGREEN <i>Sweetgreen, Inc.</i>	Canada	1722671  Filed 4/7/15	Pending
SWEETLIFE <i>Sweetgreen, Inc.</i>	Canada	1722672  Filed 4/7/15	Pending

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