

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement Recorded at Reel 5827 Frame 0300		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SunTrust Bank, as the original collateral agent		01/05/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as the successor collateral agent		
Street Address:	745 7TH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	5172464	ROYAL OAK AN AMERICAN BARBECUE TRADITION	
Serial Number:	86794795	PONDEROSA	
Serial Number:	86428670	ROYAL OAK LUMP BRIQUETTES	
Registration Number:	4625062	FRONTIER	
Registration Number:	4467780	FIRE FLOW	
Registration Number:	4561571	AIR FLOW CHANNELS	
Registration Number:	4606312	FIRE FLOW AIR CHANNELS	
Registration Number:	4391677	PICNIC	
Registration Number:	4147936	TUMBLEWEEDS	
Registration Number:	4077265	GREAT LAKES	
Registration Number:	4187839	RIDGE CHARCOAL STARTS FASTER · BURNS HOT	
Registration Number:	4119685	RIDGE	
Registration Number:	3923176	NATURE-GLO	
Registration Number:	3963622	HICKORY RIVER	
Registration Number:	3836177	ROYAL OAK ULTRA 100	
Registration Number:	3633417	WHISKEY BARREL	
Registration Number:	3818993	"ONE-MATCH" BRIQUETS	
Registration Number:	3139022	STEAKHOUSE	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3795029	STEAKHOUSE
Registration Number:	3493902	ROYAL OAK
Registration Number:	3154798	ROYAL OAK
Registration Number:	2752798	OLE DIZ
Registration Number:	2755975	GULF WAX
Registration Number:	2604567	BRIX
Registration Number:	2598469	PRONTO LIGHT
Registration Number:	2052603	OLD HICKORY
Registration Number:	2100225	GRILL CHEF
Registration Number:	1876282	TASTE THE FOOD NOT THE FUEL!
Registration Number:	1559515	SIZZLE
Registration Number:	1450298	NATURE-GLO
Registration Number:	1396382	PAROWAX
Registration Number:	1313009	MR. QUICK
Registration Number:	1219640	MINIT LITE
Registration Number:	1060212	ROYAL OAK
Registration Number:	1052733	WIZARD
Registration Number:	897151	STEAKHOUSE
Registration Number:	750717	GULF LITE
Registration Number:	740174	GRILL TIME
Registration Number:	701173	WIZARD
Registration Number:	661790	CHUCK WAGON
Registration Number:	294978	ROYAL OAK
Registration Number:	2109705	PREMIUM EMBERS QUALITY

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.

Phone: 6463667120

Email: iprecordations@whitecase.com

Correspondent Name: DANIEL GOLD/WHITE & CASE LLP

Address Line 1: 1221 AVENUE OF THE AMERICAS

Address Line 4: NEW YORK, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1135397-0054-N997
NAME OF SUBMITTER:	Daniel Gold
SIGNATURE:	/Daniel Gold/
DATE SIGNED:	01/05/2018

Total Attachments: 8

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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Assignment") is made and entered into as of January 5, 2018 (the "Effective Date"), by SunTrust Bank ("SunTrust"), as the original collateral agent (in such capacity, "Assignor"), in favor of Barclays Bank PLC ("Barclays"), as the successor collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to that certain Security Agreement, dated as of July 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Royal Oak Enterprises, LLC, a Delaware limited liability company ("Grantor"), the other grantors party thereto, and Assignor;

WHEREAS, pursuant to (i) the Security Agreement and (ii) the Intellectual Property Security Agreement, dated as of July 1, 2016, by and between Grantor and Assignor (the "IP Security Agreement"), the Grantor has granted to Assignor a continuing security interest in, and lien on, all of its right, title and interest in, to and under the IP Collateral, as set forth under the Security Agreement and IP Security Agreement, including, without limitation, those patents, patent applications, trademark registrations, trademark applications, and copyrights set forth on Schedule I;

WHEREAS, pursuant to that certain Resignation and Assignment Agreement, dated as of January 5, 2018, among the Grantor, certain of its affiliates party thereto, SunTrust and Barclays, SunTrust has resigned as Administrative Agent and Collateral Agent under the Credit Agreement and related Loan Documents, and Barclays has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of SunTrust as Administrative Agent and Collateral Agent thereunder; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest in, to and under the Security Agreement and the IP Security Agreement, including, without limitation, Assignor's security interest in, and lien on, the IP Collateral.

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

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings specified in the Security Agreement or IP Security Agreement, as applicable.
2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and the IP Security Agreement, including, without limitation, its security interest in,

and lien on, the IP Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantor. The security interest assigned to Assignee as the new Collateral Agent for the Secured Parties pursuant to this Assignment has been granted in conjunction with the security interest granted pursuant to the Security Agreement and IP Security Agreement, and the Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the IP Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the IP Collateral are more fully set forth in the Security Agreement and the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

SUNTRUST BANK, as the original Collateral Agent

By: 

Name: Tesha Winslow

Title: Director

[Signature Page to Assignment of Intellectual Property Security Agreement]

TRADEMARK
REEL: 006244 FRAME: 0343

ACCEPTED AND AGREED

as of the Effective Date:

ASSIGNEE:

BARCLAYS BANK PLC,
as the successor Collateral Agent

By: 

Name: _____

Ronnie Glenn
Vice President

Title: _____

[Signature Page to Assignment of Intellectual Property Security Agreement]

ACCEPTED AND AGREED

as of the Effective Date:

GRANTOR:

ROYAL OAK ENTERPRISES, LLC, as Grantor

By: 

Name: Desiree DeStefano

Title: Vice President and Secretary

[Signature Page to Assignment of Intellectual Property Security Agreement]

TRADEMARK
REEL: 006244 FRAME: 0345

Schedule I

PATENTS

Title	Patent No.	Issue Date	App. No.	App. Date	Owner
OUTDOOR COOKING GRILL	D684416	2013-06-18	29422695	2012-05-23	ROYAL OAK ENTERPRISES, LLC
CHARCOAL BRIQUETTE	D649511	2011-11-29	29398590	2011-08-02	ROYAL OAK ENTERPRISES, LLC
CHARCOAL BRIQUETTE	D649510	2011-11-29	29398553	2011-08-02	ROYAL OAK ENTERPRISES, LLC
GRILLING BRIQUET	D635505	2011-04-05	29369217	2010-09-03	ROYAL OAK ENTERPRISES, LLC

TRADEMARKS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
ROYAL OAK AN AMERICAN BARBECUE TRADITION	86819113	13-NOV-2015	5172464	28-MAR-2017	ROYAL OAK ENTERPRISES, LLC
PONDEROSA	86794795	21-OCT-2015			ROYAL OAK ENTERPRISES, LLC
ROYAL OAK LUMP BRIQUETTES	86428670	20-OCT-2014			ROYAL OAK ENTERPRISES, LLC
FRONTIER	86264139	28-APR-2014	4625062	21-OCT-2014	ROYAL OAK ENTERPRISES, LLC
FIRE FLOW	85841136	05-FEB-2013	4467780	14-JAN-2014	ROYAL OAK ENTERPRISES, LLC
AIR FLOW CHANNELS	85841146	05-FEB-2013	4561571	01-JUL-2014	ROYAL OAK ENTERPRISES, LLC
FIRE FLOW AIR CHANNELS	85840010	04-FEB-2013	4606312	16-SEP-2014	ROYAL OAK ENTERPRISES, LLC
PICNIC	85820113	10-JAN-2013	4391677	27-AUG-2013	ROYAL OAK ENTERPRISES, LLC
TUMBLEWEEDS	85385383	30-JUL-2011	4147936	22-MAY-2012	ROYAL OAK ENTERPRISES, LLC
GREAT LAKES	85359091	29-JUN-2011	4077265	27-DEC-2011	ROYAL OAK ENTERPRISES, LLC

RIDGE CHARCOAL STARTS FASTER · BURNS HOTTER	85338534	06-JUN-2011	4187839	07-AUG-2012	ROYAL OAK ENTERPRISES, LLC
RIDGE	85326272	20-MAY-2011	4119685	27-MAR-2012	ROYAL OAK ENTERPRISES, LLC
NATURE-GLO	85103768	10-AUG-2010	3923176	22-FEB-2011	ROYAL OAK ENTERPRISES, LLC
HICKORY RIVER	85076875	02-JUL-2010	3963622	17-MAY-2011	ROYAL OAK ENTERPRISES, LLC
ROYAL OAK ULTRA 100	77839022	01-OCT-2009	3836177	17-AUG-2010	ROYAL OAK ENTERPRISES, LLC
WHISKEY BARREL	77520168	11-JUL-2008	3633417	02-JUN-2009	ROYAL OAK ENTERPRISES, LLC
"ONE-MATCH" BRIQUETS	77504406	20-JUN-2008	3818993	13-JUL-2010	ROYAL OAK ENTERPRISES, LLC
STEAKHOUSE	78727652	06-OCT-2005	3139022	05-SEP-2006	ROYAL OAK ENTERPRISES, LLC
STEAKHOUSE	78727831	06-OCT-2005	3795029	25-MAY-2010	ROYAL OAK ENTERPRISES, LLC
ROYAL OAK	78678094	26-JUL-2005	3493902	26-AUG-2008	ROYAL OAK ENTERPRISES, LLC
ROYAL OAK	78385676	17-MAR-2004	3154798	10-OCT-2006	ROYAL OAK ENTERPRISES, LLC
OLE DIZ	76475545	16-DEC-2002	2752798	19-AUG-2003	ROYAL OAK ENTERPRISES, LLC
GULF WAX	76475665	16-DEC-2002	2755975	26-AUG-2003	ROYAL OAK ENTERPRISES, LLC
BRIX	76310450	10-SEP-2001	2604567	06-AUG-2002	ROYAL OAK ENTERPRISES, LLC
PRONTO LIGHT	75724927	09-JUN-1999	2598469	23-JUL-2002	ROYAL OAK ENTERPRISES, LLC
OLD HICKORY	75098575	03-MAY-1996	2052603	15-APR-1997	ROYAL OAK ENTERPRISES, LLC
GRILL CHEF	75060598	21-FEB-1996	2100225	23-SEP-1997	ROYAL OAK SALES, INC. (nka ROYAL OAK ENTERPRISES, LLC)
TASTE THE FOOD NOT THE FUEL!	74407286	29-JUN-1993	1876282	31-JAN-1995	ROYAL OAK ENTERPRISES, LLC
SIZZLE	73773051	03-JAN-1989	1559515	10-OCT-1989	ROYAL OAK ENTERPRISES, LLC
NATURE-GLO	73633404	03-DEC-1986	1450298	04-AUG-1987	ROYAL OAK ENTERPRISES, LLC

PAROWAX	73558451	16-SEP-1985	1396382	10-JUN-1986	ROYAL OAK ENTERPRISES, LLC
MR. QUICK	73440587	22-AUG-1983	1313009	08-JAN-1985	ROYAL OAK ENTERPRISES, LLC
MINIT LITE	73337134	13-NOV-1981	1219640	14-DEC-1982	ROYAL OAK ENTERPRISES, LLC
ROYAL OAK	73092741	08-JUL-1976	1060212	01-MAR-1977	ROYAL OAK ENTERPRISES, LLC
WIZARD	73082793	05-APR-1976	1052733	16-NOV-1976	ROYAL OAK ENTERPRISES, LLC
STEAKHOUSE	72335853	21-AUG-1969	897151	25-AUG-1970	ROYAL OAK ENTERPRISES, LLC
GULF LITE	72149845	26-JUL-1962	750717	11-JUN-1963	ROYAL OAK ENTERPRISES, LLC
GRILL TIME	72137752	12-FEB-1962	740174	06-NOV-1962	ROYAL OAK ENTERPRISES, LLC
WIZARD	72075963	18-JUN-1959	701173	19-JUL-1960	ROYAL OAK ENTERPRISES, LLC
CHUCK WAGON	72033745	15-JUL-1957	661790	20-MAY-1958	ROYAL OAK ENTERPRISES, LLC
ROYAL OAK	71323777	03-FEB-1932	294978	14-JUN-1932	ROYAL OAK ENTERPRISES, LLC
PREMIUM EMBERS QUALITY	75039389	02-JAN-1996	2109705	28-OCT-1997	ROYAL OAK SALES, INC. (nka ROYAL OAK ENTERPRISES, LLC)

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None.