

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457298

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atlanta Cheesecake Company LLC		01/08/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	The Northwestern Mutual Life Insurance Company
<b>Street Address:</b>	720 East Wisconsin Avenue
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53202
<b>Entity Type:</b>	Company: WISCONSIN
<b>Name:</b>	The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account
<b>Street Address:</b>	720 East Wisconsin Avenue
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53202
<b>Entity Type:</b>	Company: WISCONSIN
<b>Name:</b>	MetLife Private Equity Holdings, LLC
<b>Street Address:</b>	c/o Metropolitan Life Insurance Company Investments, Alternatives
<b>Internal Address:</b>	10 Park Avenue, P.O. Box 1902
<b>City:</b>	Morristown
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07962-1902
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	MetLife Insurance K.K.
<b>Street Address:</b>	c/o MetLife Asset Management Corp. (Japan) Administration Department ARCA East 7F, 3-2-1 Kinshi Sumida-ku
<b>City:</b>	Tokyo 130-0013
<b>State/Country:</b>	JAPAN
<b>Postal Code:</b>	130-0013
<b>Entity Type:</b>	Kabushiki Kaisha: JAPAN

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TRADEMARK

<b>Name:</b>	GoldPoint Mezzanine Partners IV, LP
<b>Street Address:</b>	c/o GoldPoint Partners LLC 51 Madison Avenue , Suite 1600
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Limited Partnership: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4160415	ATLANTA CHEESECAKE COMPANY
<b>Registration Number:</b>	3371089	ATLANTA CHEESECAKE CAFE

**CORRESPONDENCE DATA**

**Fax Number:** 2124464900

*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:** susan.zablocki@kirkland.com

**Correspondent Name:** Susan Zablocki

**Address Line 1:** Kirkland & Ellis LLP

**Address Line 2:** 601 Lexington Avenue

**Address Line 4:** New York, NEW YORK 10022

<b>ATTORNEY DOCKET NUMBER:</b>	25372-4
<b>NAME OF SUBMITTER:</b>	Susan Zablocki
<b>SIGNATURE:</b>	/susan zablocki/
<b>DATE SIGNED:</b>	01/08/2018

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of January 8, 2018, is made by Atlanta Cheesecake Company LLC, a Delaware limited liability company (“Grantor”), in favor of The Northwestern Mutual Life Insurance Company, The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account, MetLife Private Equity Holdings, LLC, MetLife Insurance K.K. and GoldPoint Mezzanine Partners IV, LP (in such capacity, together with their successors and assigns in such capacity, each a “Purchaser” and collectively, the “Purchasers”).

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of July 20, 2016, with and in favor of Purchasers (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”). Grantor has pledged and granted to Purchasers a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Purchasers, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Note Purchase Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Purchasers a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or servicemark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Purchasers in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth

herein). The Guaranty and Security Agreement (and all rights and remedies of Purchasers thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Purchasers with respect to the security interest in the Collateral granted hereby are more fully set forth in the Note Purchase Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

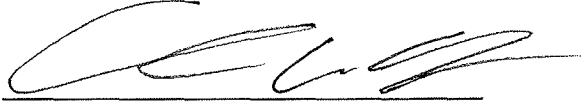
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

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

**ATLANTA CHEESECAKE COMPANY LLC,**  
a Delaware limited liability company,  
as Grantor

By: 

Name: Chris W. Rogers

Title: Treasurer

[Signature Page to Trademark Security Agreement]

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Applicant/Registrant	Jurisdiction	Application No./Registration No.	Status
Atlanta Cheesecake Company	Atlanta Cheesecake Company LLC	U.S.	4160415	Registered 6/19/2012
Atlanta Cheesecake Café	Atlanta Cheesecake Company LLC	U.S.	3371089	Registered 1/15/2008

2. TRADEMARK APPLICATIONS

None.