

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469050

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FOGO DE CHAO (HOLDINGS) INC.		04/05/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
<b>Street Address:</b>	ELEVEN MADISON AVENUE, 9TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	SWISS BANK: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86099278	BAR FOGO	
<b>Serial Number:</b>	78245834	FOGO	
<b>Serial Number:</b>	85684876	FOGO	
<b>Serial Number:</b>	85250439	FOGO DE CHÃO	
<b>Serial Number:</b>	85975613	FOGO DE CHÃO	
<b>Serial Number:</b>	75179248	FOGO DE CHAO	
<b>Serial Number:</b>	75977083	FOGO DE CHAO	
<b>Serial Number:</b>	75169029	FOGO DE CHAO	
<b>Serial Number:</b>	75977084	FOGO DE CHAO	
<b>Serial Number:</b>	85250470	FOGO DE CHAO FOGO DE CHÃO CHURRASCARIA B	
<b>Serial Number:</b>	85804745	FOGO EXPRESS	
<b>Serial Number:</b>	86304695	FOGO GRILL	
<b>Serial Number:</b>	85804737	FOGO TO GO	
<b>Serial Number:</b>	76026274		
<b>Serial Number:</b>	76284862		
<b>Serial Number:</b>	76284863	THE GAUCHO WAY OF PREPARING MEAT	
<b>Serial Number:</b>	85975614	FOGO DE CHAO FOGO DE CHÃO CHURRASCARIA B	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 86099278

**Fax Number:** 6508385109

*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:** 650-838-3743

**Email:** jlik@shearman.com

**Correspondent Name:** COREY JB BETKER

**Address Line 1:** 599 Lexington Avenue

**Address Line 2:** Shearman & Sterling LLP

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

<b>ATTORNEY DOCKET NUMBER:</b>	40197/7
--------------------------------	---------

<b>NAME OF SUBMITTER:</b>	COREY JB BETKER
---------------------------	-----------------

<b>SIGNATURE:</b>	/COREY JB BETKER/
-------------------	-------------------

<b>DATE SIGNED:</b>	04/09/2018
---------------------	------------

**Total Attachments: 8**

source=0 - Sampa IP Security Agreement#page1.tif

source=0 - Sampa IP Security Agreement#page2.tif

source=0 - Sampa IP Security Agreement#page3.tif

source=0 - Sampa IP Security Agreement#page4.tif

source=0 - Sampa IP Security Agreement#page5.tif

source=0 - Sampa IP Security Agreement#page6.tif

source=0 - Sampa IP Security Agreement#page7.tif

source=0 - Sampa IP Security Agreement#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated April 5, 2018, is made by the persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, acting through one or more of its branches or any Affiliate thereof, as collateral agent (in such capacity and any successor in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain Credit and Guaranty Agreement, dated as of April 5, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Borrower, Holdings, certain subsidiaries of Borrower party thereto as Guarantors from time to time, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent;

WHEREAS, as a condition precedent to the making of Loans by the Lenders, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of April 5, 2018, by and among the Grantors, the other Credit Parties party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, the Intellectual Property Collateral, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**IP**”):

(i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act, to the extent that, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable Grantor’s right, title or interest therein or any trademark or service mark issues as a result of such application under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing; and

(vi) all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Counterparts. This IP Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. This IP Security Agreement shall become effective when (a) the Collateral Agent shall have received a counterpart of this IP Security Agreement that bears the signature of the Grantors and (b) the Collateral Agent has executed a counterpart hereof. Delivery of an executed counterpart to this IP Security Agreement by facsimile or any other electronic transmission (e.g., "PDF" or "TIFF") to the United States Patent and Trademark Office shall be effective as delivery to such office of a manually signed original. Delivery of a manually signed original shall be made to the United States Copyright Office.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the IP are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Signatures pages to follow]*

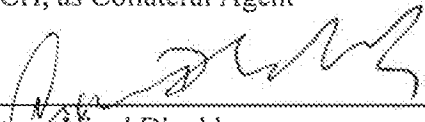
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


FOGO DE CHÃO (HOLDINGS) INC.,  
as a Grantor

By: Lawrence Johnson  
Name: Lawrence Johnson  
Title: Chief Executive Officer

*[Signature Page to IP Security Agreement]*

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By:   
Name: Vipul Dhadda  
Title: Authorized Signatory

By:   
Name: D. Andrew Maletta  
Title: Authorized Signatory

*[Signature Page to IP Security Agreement]*

Patents

None

Schedule B  
to IP Security Agreement

Trademarks

Owner	Jurisdiction	Trademark	Application No.	Registration No.	Registration Date	Class	Status
Fogo de Chão (Holdings) Inc.	U.S.	BAR FOGO	86099278	4586107	12-Aug-2014	43	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO	78245834	2968381	12-Jul-2005	43	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO	85684876	N/A	N/A	25	Abandoned
Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHÃO	85250439	4250648	27-Nov-2012	33	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHÃO	85975613	4251663	27-Nov-2012	33	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHAO & Design	75179248	2204339	17-Nov-1998	25	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHAO & Design	75977083	2170468	30-Jun-1998	42	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHAO (Stylized)	75169029	2204333	17-Nov-1998	25	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHAO (Stylized)	75977084	2170469	30-Jun-1998	42	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHAO FOGO DE CHÃO CHURRASCARIA BRAZILIAN STEAKHOUSE & Design	85250470	4335350	14-May-2013	33	Registered
Fogo de Chão (Holdings) Inc.	U.S.	FOGO EXPRESS	85804745	N/A	N/A	43	Abandoned
Fogo de Chão (Holdings) Inc.	U.S.	FOGO GRILL	86304695	N/A	N/A	43	Abandoned



Fogo de Chão (Holdings) Inc.	U.S.	FOGO TO GO	85804737	N/A	N/A	43	Abandoned
Fogo de Chão (Holdings) Inc.	U.S.	Miscellaneous Design - Building Facade	76026274	2563002	23-Apr-2002	42	Registered
Fogo de Chão (Holdings) Inc.	U.S.	Miscellaneous Design - Skewers and Campfire	76284862	2905466	30-Nov-2004	42	Registered
Fogo de Chão (Holdings) Inc.	U.S.	THE GAUCHO WAY OF PREPARING MEAT	76284863	2534254	29-Jan-2002	42	Registered
Fogo de Chao (Holdings) Inc.	United States	FOGO DE CHAO CHURRASCARIA BRAZILIAN STEAKHOUSE	85975614	4251664	27-NOV-2012		Registered
Fogo de Chao (Holdings) Inc.	US State (PR)	FOGO DE CHÃO	N/A	207444	23-OCT-2014		Registered
Fogo de Chao (Holdings) Inc.	US State (PR)	FOGO GRILL	N/A	207687	10-DEC-2014		Registered

Schedule C  
to IP Security Agreement

Copyright

<b>Owner</b>	<b>Record Owner (if different)</b>	<b>Country</b>	<b>Copyright</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>
Fogo de Chão, Inc.	Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHAO CHURRASCARIA	TXu1-172-482	24-March-2004	Registered
Fogo de Chão, Inc.	Fogo de Chão (Holdings) Inc.	U.S.	FOGO DE CHAO LOGO	N/A	N/A	Pending