

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUIZ FRANCHISOR, LLC		06/08/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Chatham Capital Management, LLC as Administrative Agent		
Street Address:	1230 Peachtree Street NE, Suite 1750		
Internal Address:	c/o Chatham Capital		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	3020912	BATCH 83	
Registration Number:	3681380	CHOOSE 2	
Registration Number:	5136295	CIABATTA TOASTIES	
Registration Number:	3932245	EAT TOASTY Q BE GREEN DO YOUR PART	
Registration Number:	4774099	GLUTEN SAVVY	
Registration Number:	4366969	GO FO YO	
Registration Number:	4693538	LIFEIGNITED	
Registration Number:	3522278	MESA VERDE	
Registration Number:	2921118	MMMM...TOASTY	
Registration Number:	2892389	MMMM...TOASTY	
Registration Number:	4087651	MMMMMM...TOASTY	
Registration Number:	3818262	MMMMMM...TOASTY!	
Registration Number:	2540306	OVEN TOASTED TASTES BETTER	
Registration Number:	3898869	Q KIDZ	
Registration Number:	3279229	Q	
Registration Number:	2722381	Q	
Registration Number:	2714443	Q	
Registration Number:	3615804	Q	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3615802	Q
Registration Number:	2945298	Q
Registration Number:	4131419	Q TO GO
Registration Number:	5056038	QG
Registration Number:	3615801	QUIZNOS
Registration Number:	3615799	QUIZNOS
Registration Number:	2728066	QUIZNOS
Registration Number:	3013409	QUIZNOS
Registration Number:	3279228	QUIZNOS
Registration Number:	1317421	QUIZNO'S
Registration Number:	1716834	QUIZNO'S
Registration Number:	3564673	QUIZNOS DELIVERY
Registration Number:	5028549	QUIZNOS QG GRILL
Registration Number:	3616010	QUIZNOS SUB
Registration Number:	3013410	QUIZNOS SUB
Registration Number:	2843107	QUIZNOS SUB
Registration Number:	2228680	QUIZNO'S SUBS OVEN BAKED CLASSICS
Registration Number:	2971338	TOASTY
Registration Number:	2901076	TOASTY
Registration Number:	4050501	TOASTY FAVORITES
Registration Number:	4821932	TOASTY ON TOUR
Registration Number:	4624810	TOASTY.TV

CORRESPONDENCE DATA

Fax Number: 8046982230

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: 804-775-1166

Email: trademarks@mcguirewoods.com, jhowell2@mcguirewoods.com

Correspondent Name: Janet P. Peyton, McGuireWoods LLP

Address Line 1: Gateway Plaza, 800 East Canal Street

Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER: Janet P. Peyton

SIGNATURE: /Janet P. Peyton/

DATE SIGNED: 06/12/2018

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of June 8, 2018, is executed by the undersigned (each, a “Grantor”) for the benefit of Chatham Capital Management, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of June 8, 2018, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest

in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

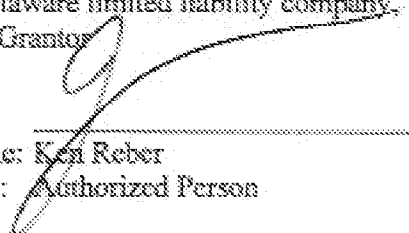
“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

QUIZ FRANCHISOR, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Ken Reber
Title: Authorized Person

Acknowledged:

CHATHAM CAPITAL
MANAGEMENT, LLC, as Administrative
Agent

By: _____
Name: Lin Wang
Title: Partner

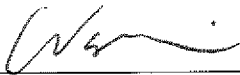
Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

QUIZ FRANCHISOR, LLC,
a Delaware limited liability company,
as a Grantor

By: _____
Name: Ken Reber
Title: Authorized Person

Acknowledged:

CHATHAM CAPITAL
MANAGEMENT, LLC, as Administrative
Agent

By:  _____
Name: Lin Wang
Title: Partner

SCHEDULE 1

TRADEMARK COLLATERAL

COUNTRY	TRADEMARK	STATUS	APP #	REG #	APP DATE	REG DATE	OWNER
United States of America	BATCH 83	Registered	78530066	3020912	Dec-9-2004	Nov-29-2005	Quiz Franchisor, LLC
United States of America	CHOOSE 2	Registered	77615608	3681380	Nov-17-2008	Sep-8-2009	Quiz Franchisor, LLC
United States of America	CIABATTA TOASTIES	Registered	87060049	5136295	Jun-3-2016	Feb-7-2017	Quiz Franchisor, LLC
United States of America	EAT TOASTY Q BE GREEN DO YOUR PART (Design)	Registered	77/892,632	3932245	Dec-14-2009	Mar-15-2011	Quiz Franchisor, LLC
United States of America	GLUTEN SAVVY	Registered	86306687	4774099	Jun-11-2014	Jul-14-2015	Quiz Franchisor, LLC
United States of America	GO FO YO	Registered	85/643,885	4366969	Jun-5-2012	Jul-16-2013	Quiz Franchisor, LLC
United States of America	LIFEIGNITED	Registered	86306667	4693538	Jun-11-2014	Feb-24-2015	Quiz Franchisor, LLC

COUNTRY	TRADEMARK	STATUS	APP #	REG #	APP DATE	REG DATE	OWNER
United States of America	MESA VERDE	Registered	77356191	3522278	Dec-19-2007	Oct-21-2008	Quiz Franchisor, LLC
United States of America	MMMM...TOASTY	Registered	76389519	2921118	Apr-1-2002	Jan-25-2005	Quiz Franchisor, LLC
United States of America	MMMM...TOASTY	Registered	76389522	2892389	Apr-1-2002	Oct-12-2004	Quiz Franchisor, LLC
United States of America	MMMMM...TOASTY	Registered	85343566	4087651	Jun-10-2011	Jan-17-2012	Quiz Franchisor, LLC
United States of America	MMMMM...TOASTY!	Registered	77/894,121	3818262	Dec-15-2009	Jul-13-2010	Quiz Franchisor, LLC
United States of America	OVEN TOASTED TASTES BETTER	Registered	76248996	2540306	Apr-30-2001	Feb-19-2002	Quiz Franchisor, LLC
United States of America	Q KIDZ	Registered	77/888,046	3898869	Dec-7-2009	Jan-4-2011	Quiz Franchisor, LLC

COUNTRY	TRADEMARK	STATUS	APP #	REG #	APP DATE	REG DATE	OWNER
United States of America	Q Logo	Registered	77058368	3279229	Dec-6-2006	Aug-14-2007	Quiz Franchisor, LLC
United States of America	Q Logo	Registered	76/315,132	2,722,381	Sep-18-2001	Jun-3-2003	Quiz Franchisor, LLC
United States of America	Q Logo	Registered	76/315,131	2,714,443	Sep-20-2001	May-6-2003	Quiz Franchisor, LLC
United States of America	Q Logo	Registered	77582691	3615804	Sep-30-2008	May-5-2009	Quiz Franchisor, LLC
United States of America	Q Logo	Registered	77582689	3615802	Sep-30-2008	May-5-2009	Quiz Franchisor, LLC
United States of America	Q Logo	Registered	78329812	2945298	Nov-19-2003	Apr-26-2005	Quiz Franchisor, LLC
United States of America	Q TO GO	Registered	85/400,676	4,131,419	Aug-17-2011	Apr-24-2012	Quiz Franchisor, LLC

COUNTRY	TRADEMARK	STATUS	APP #	REG #	APP DATE	REG DATE	OWNER
United States of America	QG Logo	Registered	86775334	5056038	Oct-1-2015	Oct-4-2016	Quiz Franchisor, LLC
United States of America	QUIZNOS	Registered	77582678	3615801	Sep-30-2008	May-5-2009	Quiz Franchisor, LLC
United States of America	QUIZNOS	Registered	77582670	3615799	Sep-30-2008	May-5-2009	Quiz Franchisor, LLC
United States of America	QUIZNOS	Registered	76/382,249	2,728,066	Mar-13-2002	Jun-17-2003	Quiz Franchisor, LLC
United States of America	QUIZNOS	Registered	78/498,191	3013409	Oct-12-2004	Nov-8-2005	Quiz Franchisor, LLC
United States of America	QUIZNOS	Registered	77058344	3279228	Dec-6-2006	Aug-14-2007	Quiz Franchisor, LLC
United States of America	QUIZNO'S	Registered	73481233	1317421	May-21-1984	Jan-29-1985	Quiz Franchisor, LLC

COUNTRY	TRADEMARK	STATUS	APP #	REG #	APP DATE	REG DATE	OWNER
United States of America	QUIZNO'S (and Design)	Registered	74/191,042	1,716,834	Aug-2-1991	Sep-15-1992	Quiz Franchisor, LLC
United States of America	QUIZNOS DELIVERY (Stylized)	Registered	77549586	3564673	Aug-18-2008	Jan-20-2009	Quiz Franchisor, LLC
United States of America	QUIZNOS QG GRILL & Design	Registered	86775321	5028549	Oct-1-2015	Aug-23-2016	Quiz Franchisor, LLC
United States of America	QUIZNOS SUB	Registered	77603498	3616010	Oct-29-2008	May-5-2009	Quiz Franchisor, LLC
United States of America	QUIZNOS SUB (Stylized)	Registered	78498283	3013410	Oct-12-2004	Nov-8-2005	Quiz Franchisor, LLC
United States of America	QUIZNOS SUB (Stylized)	Registered	78/242,301	2,843,107	Apr-25-2003	May-18-2004	Quiz Franchisor, LLC
United States of America	QUIZNO'S SUBS OVEN BAKED CLASSICS (AND DESIGN)	Registered	75/446,487	2,228,680	Mar-9-1998	Mar-2-1999	Quiz Franchisor, LLC

COUNTRY	TRADEMARK	STATUS	APP #	REG #	APP DATE	REG DATE	OWNER
United States of America	TOASTY	Registered	76389520	2971338	Apr-1-2002	Jul-19-2005	Quiz Franchisor, LLC
United States of America	TOASTY	Registered	76389521	2901076	Apr-1-2002	Nov-9-2004	Quiz Franchisor, LLC
United States of America	TOASTY FAVORITES	Registered	85/120,776	4,050,501	Sep-1-2010	Nov-1-2011	Quiz Franchisor, LLC
United States of America	TOASTY ON TOUR	Registered	86530128	4821932	Feb-10-2015	Sep-29-2015	Quiz Franchisor, LLC
United States of America	TOASTY.TV	Registered	86234224	4624810	Mar-27-2014	Oct-21-2014	Quiz Franchisor, LLC