

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matchbox Food Group, LLC	FORMERLY Matchbox Management, LLC	12/31/2015	Limited Liability Company: D.C.
RECEIVING PARTY DATA			
Name:	EagleBank		
Street Address:	7815 Woodmont Ave.		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5284678		
Serial Number:	88016900	DC-3	
Registration Number:	5090462	MATCHBOX	
Registration Number:	3985501	DC-3	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	2028720800		
Email:	pgasnier@dclawfirm.com		
Correspondent Name:	Philippa Gasnier		
Address Line 1:	5335 Wisconsin NW		
Address Line 2:	Friedlander Mislner, PLLC		
Address Line 4:	Washington, D.C. 20015		
NAME OF SUBMITTER:	Philippa T. Gasnier		
SIGNATURE:	/ptg/		
DATE SIGNED:	07/11/2018		
Total Attachments: 20			
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OP \$115.00 5284678

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Matchbox Food Group, LLC

- Individual(s)
- Partnership
- Corporation- State: District of Columbia
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) District of Columbia

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: EagleBank

Street Address: 7815 Woodmont Ave.

City: Bethesda

State: Maryland

Country: United States Zip: 20814

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Maryland
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)
5090462, 3985501, 87002129, serial no. 88016900 (prior registration 3985501)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Philippa Gasnier

Internal Address: Friedlander Misler, PLLC

Street Address: 5335 Wisconsin Ave, NW

City: Washington

State: DC Zip: 20015

Phone Number: 202-872-0800

Docket Number: _____

Email Address: pgasnier@delawfirm.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115⁰⁰

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Philippa Gasnier
Signature

7/11/18
Date

Philippa Gasnier

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 20

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "IP Security Agreement"), dated as of December³¹st 2015, by MATCHBOX FOOD GROUP, LLC, a District of Columbia limited liability company formerly known as Matchbox Management, LLC ("MBFG"), FOUR PARTNERS, LLC, a District of Columbia limited liability company, MATCHBOX, LLC, a District of Columbia limited liability company (each individually a "Grantor" and collectively referred to herein as "Grantors"), in favor of EAGLEBANK (the "Secured Party").

WITNESSETH:

WHEREAS, Secured Party has made, is making and may make further or additional, loans or other financial accommodations to MBFG Affiliates (hereinafter defined). All such current and future loans and other financial accommodations heretofore, now or hereafter made to any one or more MBFG Affiliates shall be referred to herein as "Loans" and singularly as a "Loan" and all obligations of any MBFG Affiliates under the Loans shall be referred to collectively as the "Secured Obligations". "MBFG Affiliates" shall be defined as Grantors and Matchbox Rockville, LLC, a Delaware limited liability company, Matchbox Capitol Hill, LLC, a District of Columbia limited liability company, Ted's Bulletin 14th Street, LLC, a District of Columbia limited liability company, DC Metro Holdings, LLC, a Delaware limited liability company, Blue Eagle, LLC, a Virginia limited liability company, Sweater Vest, LLC, a Maryland limited liability company, DC Metro Holdings II, LLC, a Delaware limited liability company, Ted's Bulletin Merrifield, LLC, a Virginia limited liability company, Pants Before Shoes, LLC, a Virginia limited liability company, Matchbox 14th Street, LLC, a District of Columbia limited liability company, gene poole, llc, a Virginia limited liability company, and any other current and all future affiliates, subsidiaries and related entities of any of the foregoing or of the Grantors. "MBFG Affiliate" shall be deemed to refer to any of the MBFG Affiliates singularly; and

WHEREAS, in order to induce the Secured Party to make any such future accommodations and to induce Secured Party to consent to certain restructures and membership changes in the MBFG Affiliates pursuant to a certain Second Amended and Restated Operating Agreement of MBFG dated effective as of January 1, 2015 but executed more or less contemporaneously herewith, Grantors have agreed to execute and deliver this Agreement to the Secured Party and to grant the Secured Party a security interest in certain property of the Grantors to secure the prompt payment, performance and discharge in full of all of the Secured Obligations.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto incorporate herein the foregoing recitals and defined terms therein and each Grantor hereby agrees as follows:

SECTION 1. Grant of Security Interest in IP Collateral.

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) all United States federal and state trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, livery, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications, if any, referred to on Schedule 1 hereto (as such schedule may be amended or supplemented from time to time);

(ii) the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;

(iii) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;

(iv) any and all agreements granting any right in, to or under Trademarks to which such Grantor is a party, whether such Grantor is licensee or licensor thereunder, ("Trademark Licenses") including, without limitation, each agreement, if any, referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time); and

(v) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

(b) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Copyright Collateral" and, together with the Trademark Collateral, the "Intellectual Property"):

(i) all United States Copyrights, including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. § 901), whether registered or unregistered, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations, if any, referred to on Schedule 1 hereto (as such schedule may be amended or supplemented from time to time);

(ii) all rights corresponding thereto throughout the world, the right to sue for past, present and future infringements of any of the foregoing;

(iii) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;

(iv) any and all agreements granting any right in, to or under Copyrights to which any Grantor is a party (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule II hereto (as such schedule may be amended or supplemented from time to time); and

(v) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

(c) **Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the security interests granted herein attach to any lease, license, contract, property rights or agreement to which a Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.

SECTION 2. Representations and Warranties. Each Grantor hereby represents and warrants, as of the date hereof, that:

(a) Schedule I (as such schedule may be amended or supplemented from time to time) sets forth a true and complete list of (i) all United States and federal registrations of and applications for Trademark Collateral owned by such Grantor, (ii) all Trademark Licenses, (iii) all United States and federal registrations of and applications for Copyrights owned by such Grantor and (iv) all Copyright Licenses and Trade Secret Licenses material to the business of such Grantor as of such date;

(b) it is the owner of the entire right, title, and interest in and to all Intellectual Property listed on Schedule I that it purports to own (as such schedule may be amended or supplemented from time to time);

(c) upon filing of a proper UCC-1 financing statement with the secretary of state's office of each Grantor's state of organization or recordation in the applicable intellectual property registries, if applicable, the security interests granted to the Secured Party in the Intellectual Property hereunder constitute valid and perfected first priority Liens;

(d) all registrations and applications for copyrights and trademarks purported to be owned by such Grantor are standing in the name of such Grantor;

(e) to the best of such Grantor's knowledge, the conduct of such Grantor's business does not infringe upon or otherwise violate any trademark, copyright, trade secret or other intellectual property right owned or controlled by a third party; no claim has been made that the use of any Trademark Collateral owned or used by such Grantor (or any of its respective licensees) violates the asserted rights of any third party;

(f) to the best of such Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any Intellectual Property owned or used by such Grantor, or any of its respective licensees;

(g) no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by such Grantor and such Grantor has not been notified by any Person of any such consent, covenant or release by which Grantor is asserted to be bound that adversely affect Grantor's rights to own or use any Intellectual Property; and

(h) Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or agreement of any Intellectual Property to any party other than a Grantor or an affiliate of Grantor that has not been terminated or released, and there is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of the Intellectual Property, other than in favor of the Secured Party.

(i) Grantor owes no interest, either directly or through an assignment agreement, to any utility or design patent in the U.S.

(j) As of the date hereof, the intellectual property listed on Schedule 1 hereto represents the only intellectual property used or filed in connection with the operation of any of the businesses operated by any MBFG Affiliate, aside from a word mark for "Matchbox" which word mark will be registered under the name of MBFG and is acknowledged to be part of the collateral encumbered hereby.

SECTION 3. Covenants and Agreement. Each Grantor hereby covenants and agrees as follows:

(a) it shall take all reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, or any state registry, to pursue any application and maintain any registration of Trademark Collateral and Copyright Collateral owned by Grantor and material to its business which is now or shall become included in the Intellectual Property including, but not limited to, those items on Schedule 1 (as it may be amended or supplemented from time to time);

(b) it shall, upon the registration of any Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, file with said office a document recording the Secured Party's security interest in such Intellectual Property;

(c) it shall not do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of such Grantor may lapse, or become abandoned, dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein;

(d) it shall not, with respect to any Trademark Collateral which is material to the business of such Grantor, cease the use of any of such Trademark Collateral or fail to maintain the level of the quality of products sold and services rendered under any of such Trademark Collateral at a level at least substantially consistent with the quality of such products and services as of the date hereof, and such Grantor shall take all steps reasonably necessary to insure that licensees of such Trademark Collateral use such consistent standards of quality;

(e) it shall, within thirty (30) days of the creation or acquisition of any copyrightable work which is material to the business of such Grantor, apply to register the copyright in the United States Copyright Office as in accordance with past practice;

(f) in the event that any Intellectual Property owned by or exclusively licensed to any Grantor is infringed, misappropriated, or diluted by a third party, such Grantor shall promptly take all reasonable actions to stop such infringement, misappropriation, or dilution and protect its rights in such Intellectual Property;

(g) it shall promptly (but in no event more than thirty (30) days after such Grantor obtains knowledge thereof) report to the Secured Party (i) the filing of any application to register any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry (whether such application is filed by Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any Intellectual Property by any such office, in each case by executing and delivering to the Secured Party a completed Pledge Supplement, substantially in the form of Exhibit A hereto, together with all Supplements to Schedule thereto;

(h) it shall, promptly upon the reasonable request of the Secured Party, execute and deliver to the Secured Party any document required to acknowledge, confirm, register, record, or perfect the Secured Party's interest in any part of the Intellectual Property, whether now owned or hereafter acquired;

(i) except with the prior consent of the Secured Party, Grantor shall not execute, and shall not file in any public office, any financing statement or other document or instruments evidencing a security interest granted by Grantors in the Intellectual Property, except financing statements or other documents or instruments filed or to be filed in favor of the Secured Party, and Grantor shall not sell, assign, transfer, license, grant any option or create or suffer to exist any Lien upon or with respect to the Intellectual Property, except for the Lien created by and

under this IP Security Agreement and any other documents evidencing or securing the Secured Obligations;

(j) it shall hereafter use best efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or might in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property acquired under such contracts, provided that this shall not apply to standard form contracts entered into in the ordinary course of business;

(k) it shall take all steps reasonably necessary to protect the secrecy of all trade secrets, including, without limitation, entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents; and

(l) it shall use proper statutory notice in connection with its use of any of the Intellectual Property.

SECTION 4. Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, it shall promptly execute and deliver all further instruments and documents, and take all further action that the Secured Party may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Intellectual Property. Without limiting the generality of the foregoing, each Grantor shall take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State;

(b) Each Grantor hereby authorizes the Secured Party to modify this Agreement after obtaining each Grantor's written approval of or signature to such modification by amending Schedule I (as such schedule may be amended or supplemented from time to time) to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which such Grantor no longer has or claims any right, title or interest;

(c) at the Secured Party's reasonable request and expense, each Grantor agrees to appear in and defend any action or proceeding that may affect such Grantor's title to or the Secured Party's security interest in all or any part of the Collateral; and

(d) Each Grantor hereby authorizes the Secured Party to file a record or records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Secured Party may determine, in its sole

discretion, are necessary to perfect the security interest granted to the Secured Party herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Secured Party may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Secured Party herein.

SECTION 5. Secured Party's Remedies. Upon the occurrence and during the continuation of a default under any of the documents evidencing or securing the Secured Obligations (collectively, the "Loan Documents") which default has not been cured within any applicable grace or cure period:

(a) The Secured Party shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of Grantors, the Secured Parties or otherwise, in the Secured Party's sole discretion, to enforce any Intellectual Property rights, in which event Grantors shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents required by the Secured Party in aid of such enforcement and Grantors shall promptly, upon demand, reimburse and indemnify the Secured Party in connection with the exercise of its rights under this Section, and, to the extent that the Secured Party shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, Grantors agree to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement, diminution in value or other violation of any of any Grantor's rights in the Intellectual Property by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement or violation;

(b) upon written demand from the Secured Party, each Grantor shall grant, assign, convey or otherwise transfer to the Secured Party, all of such Grantor's right, title and interest in and to the Intellectual Property and shall execute and deliver to Secured Party such documents as are necessary or appropriate to carry out the intent and purposes of this IP Security Agreement;

(c) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that the Secured Party receives cash proceeds in respect of the sale of, transfer or assignment of, or other realization upon (including the proceeds of any licensing arrangement entered into by Secured Party), the Intellectual Property;

(d) the Secured Party shall have the right to notify, or require Grantors to notify, any obligors with respect to amounts due or to become due to Grantors in respect of the Intellectual Property, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to the Secured Party, and, upon such notification and at the expense of Grantors, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Grantors might have done;

(i) all amounts and proceeds (including checks and other instruments) received by Grantors in respect of amounts due to Grantors in respect of the Collateral or any portion thereof shall be received in trust for the benefit of the Secured Party hereunder, shall be segregated from other funds of Grantors and shall be forthwith paid over or delivered to the Secured Party in the same form as so received (with any necessary endorsement) to be held as cash Collateral under the terms of this IP Security Agreement; and

(ii) Grantors shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon; and

(iii) all amounts or proceeds received by the Secured Party as provided for in this subsection (d) shall be applied to reduce the Secured Obligations.

(e) If (i) a default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other default shall have occurred and be continuing past any applicable grace or cure period, (iii) an assignment or other transfer to the Secured Party of any rights, title and interests in and to the Intellectual Property shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of Grantor, the Secured Party shall promptly execute and deliver to Grantor, at Grantor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to Grantor any such rights, title and interests as may have been assigned to the Secured Party as aforesaid, subject to any disposition thereof that may have been made by the Secured Party; provided, after giving effect to such reassignment, the Secured Party's security interest granted pursuant hereto, as well as all other rights and remedies of the Secured Party granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other liens granted by or on behalf of the Secured Party.

(f) Solely for the purpose of enabling the Secured Party to exercise rights and remedies under this Section 5 and at such time as the Secured Party shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to the Secured Party, to the extent it has the right to do so, an irrevocable, nonexclusive, license (exercisable without payment of royalty or other compensation to Grantor and exercisable solely in the manner and to the extent necessary to enable the Secured Party to exercise rights and remedies specifically granted to the Secured Party in this Section 6), subject, in the case of trademarks, to sufficient rights to quality control and inspection in favor of Grantor to avoid the risk of invalidation of said trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by Grantor, and wherever the same may be located.

SECTION 6. Security Agreement.

(a) Without limiting the foregoing, the parties acknowledge and agree that the security interest granted hereby secures the payment of the Secured Obligations of the Grantor under the Loan Documents.

(b) At such time as all of the Secured Obligations shall have been satisfied and all payments paid in full, the Secured Party shall promptly execute and deliver to Grantors all releases, termination statements, and other instruments as may be necessary or proper to fully and unconditionally release, or reflect the full and unconditional release, of Secured Party's security interest in the Intellectual Property.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Maryland.

SECTION 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 9. Notices. All notices, requests, demands and other communication with respect hereto shall be in writing and shall be delivered by hand, prepaid by Federal Express (or a comparable overnight delivery service), sent by telecopy or facsimile or sent by the United States first-class mail, certified, postage prepaid, return receipt requested, to the parties at their respective addresses set forth as follows:

If to the Secured Party, to:

EAGLEBANK
7815 Woodmont Avenue
Bethesda, Maryland 20814
Attn: Scott S. Kinlaw, Senior Vice President
Telecopier No.: (202) 292-1654

with a copy to:

Friedlander Mislner, PLLC
5335 Wisconsin Ave., NW, Suite 600
Washington, DC 20015
Attn: Leonard A. Sloan, Esq.
Telecopier No.: (202) 857-8343

If to the Grantors, to:

Matchbox Food Group, LLC
Four Partners, LLC
Matchbox, LLC
750 9th St., NW, Suite 550
Washington, DC 20001
Telecopier No.: (202) 289-4451

With a copy to:

McMillan Metro, P.C.
1901 Research Boulevard, Suite 500
Rockville, Maryland 20850
Attn: Michael A. Faerber, Esquire
Telecopier No.: (301) 251-0447

Any notice, request, demand or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) upon the earliest of (a) the date it is actually received, (b) on the business day after the day on which it is delivered by hand, (c) on the business day after the day on which it is properly delivered by Federal Express (or a comparable overnight delivery service), or (d) on the third (3rd) business day after the day on which it is deposited in the United States mail. Any party may change such party's address by notifying the other parties of the new address in any manner permitted by this Section.

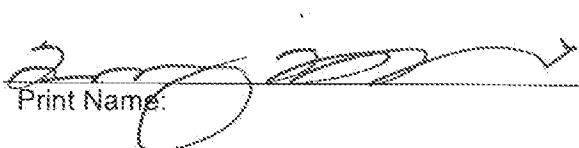
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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WITNESS:

GRANTOR:

MATCHBOX FOOD GROUP, LLC
f/k/a Matchbox Management, LLC,
a District of Columbia limited liability company


Print Name: _____

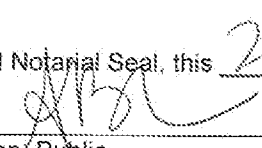
By: 
Ted Y. Neal, II
Chief Executive Officer

[SEAL]

DISTRICT OF COLUMBIA) ss:

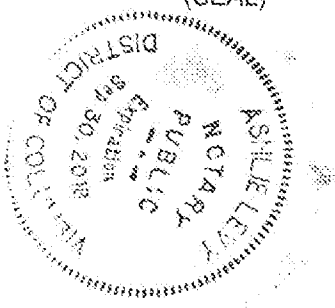
I, ASHLE LEVY a Notary Public in and for the aforesaid said jurisdiction, do hereby certify that Ted Yost Neal, II personally appeared before me in said jurisdiction and acknowledged that he is the Chief Executive Officer of MATCHBOX FOOD GROUP, LLC, a party to the foregoing instrument, and that the same is his act and deed and the act and deed of said MATCHBOX FOOD GROUP, LLC.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, this 28 day of Dec, 2015.


Notary Public

My Commission expires:
9/30/18

(SEAL)

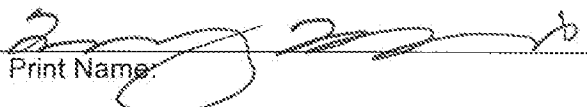


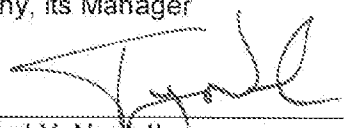
WITNESS:

GRANTOR:

FOUR PARTNERS, LLC,
a District of Columbia limited liability
company

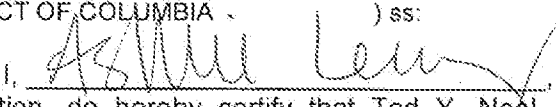
By: Matchbox Food Group, LLC,
f/k/a Matchbox Management, LLC,
a District of Columbia limited liability
company, its Manager


Print Name: _____

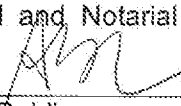
By: 
Ted Y. Neal II
Chief Executive Officer

[SEAL]

DISTRICT OF COLUMBIA) ss:

I,  a Notary Public in and for the aforesaid said jurisdiction, do hereby certify that Ted Y. Neal, II personally appeared before me in said jurisdiction and acknowledged that he is the Chief Executive Officer of Matchbox Food Group, LLC, the Manager of FOUR PARTNERS, LLC, a party to the foregoing instrument, and that the same is his act and deed and the act and deed of said FOUR PARTNERS, LLC.

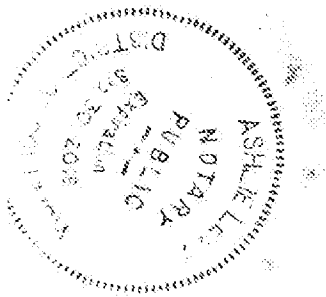
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, this 28 day of December, 2015.


Notary Public

(SEAL)

My Commission expires:

9/30/18

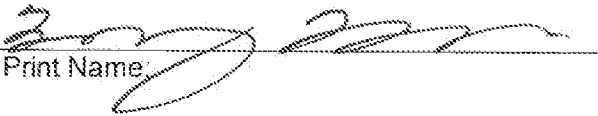



WITNESS:

GRANTOR:

MATCHBOX, LLC,
a District of Columbia limited liability
company

By: ~~Matchbox Food Group, LLC,
f/k/a Matchbox Management, LLC,
a District of Columbia limited liability
company, its Manager~~

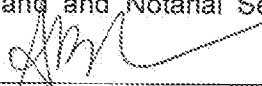

Print Name

By: 
Ted Y. Neal, II
Chief Executive Officer
Managing Member

[SEAL]

DISTRICT OF COLUMBIA) ss:
I, Asim Levy, a Notary Public in and for the aforesaid said
jurisdiction, do hereby certify that Ted Y. Neal, II personally appeared before me in said
jurisdiction and acknowledged that he is the ~~Chief Executive Officer of Matchbox Food Group,
LLC, the Manager of MATCHBOX, LLC,~~ a party to the foregoing instrument, and that the same
is his act and deed ~~and the act and deed of said MATCHBOX, LLC.~~
member

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, this 28 day of
December, 2015.


Notary Public

(SEAL)

My Commission expires:

9/30/18



EXHIBIT A
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
PLEDGE SUPPLEMENT

This PLEDGE SUPPLEMENT, dated _____, 20__ is delivered pursuant to an INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of _____, 2015, by and among MATCHBOX FOOD GROUP, LLC, a District of Columbia limited liability company formerly known as Matchbox Management, LLC ("MBFG"), FOUR PARTNERS, LLC, a District of Columbia limited liability company, MATCHBOX, LLC, a District of Columbia limited liability company (each individually a "Grantor" and collectively referred to herein as "Grantors"), and EAGLEBANK (the "Secured Party"), whereby the Grantors granted to the Secured Party, a security interest in and continuing lien on all of such Grantors' right, title and interest in, under and to the Intellectual Property, as more fully described in the IP Security Agreement (capitalized terms not otherwise defined herein shall have the meaning given such term in the IP Security Agreement).

1. The Grantors have entered into the IP Security Agreement in order to induce the Secured Party to make certain financial accommodations to the MBFG Affiliates and to consent to a certain restructure of, and certain changes in ownership in, MBFG.
2. Pursuant to Section 3(g) of the IP Security Agreement, Grantors hereby grant to the Secured Party, a security interest in and continuing lien on all of such Grantors' right, title and interest in, under and to the following Intellectual Property:

3. Grantors represent and warrant that:

(a) Grantors have full power and authority to enter into and perform their obligations under this Pledge Supplement, and neither the execution, delivery and performance of this Pledge Supplement nor the creation of the security interest and lien hereunder, will conflict with, or result in a breach or violation of, or default under, any agreement or instrument binding on or enforceable against the Grantors or the Intellectual Property.

(b) Representations and warranties contained in the IP Security Agreement are true and correct in all respects as of the date hereof and after taking into account the grant of the Intellectual Property under this Pledge Supplement.

4. The terms and conditions of this Pledge Supplement are as provided for in the IP Security Agreement and the terms and conditions of the IP Security Agreement are incorporated herein to the same extent as if such terms and conditions were set forth in full herein.

5. This Pledge Supplement shall be binding upon and insure to the benefit of Grantors and Secured Party and its respective successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

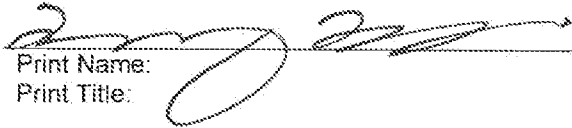
IN WITNESS WHEREOF, each Grantor has caused this Pledge Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WITNESS:

GRANTOR:

MATCHBOX FOOD GROUP, LLC,
a District of Columbia limited liability company

By: 50 More Seats, Inc.
a District of Columbia corporation
Its Manager


Print Name:
Print Title:

By: 
Ted Yost Neal, II
Chief Executive Officer

[SEAL]

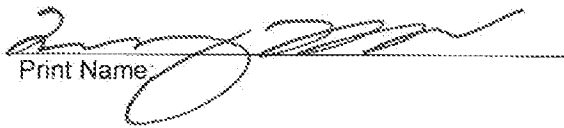
WITNESS:


GRANTOR:

FOUR PARTNERS, LLC,
a District of Columbia limited liability company

By: Matchbox Food Group, LLC,
a District of Columbia limited liability
company f/k/a Matchbox Management,
its Manager

By: 50 More Seats, Inc.
a District of Columbia
corporation,
Its Manager


Print Name:

By: 
Ted Y. Neal, II
Chief Executive Officer

[SEAL]

WITNESS:

GRANTOR:

MATCHBOX, LLC,
a District of Columbia limited liability company

By: Matchbox Food Group, LLC,
a District of Columbia limited liability
company f/k/a Matchbox Management,
its Manager

By: 50 More Seats, Inc.
a District of Columbia
corporation,
its Manager

Print Name: _____

By: _____

Ted Y. Neal, II
Chief Executive Officer

[SEAL]

SCHEDULE 1

[SEE ATTACHED]

AMENDED SCHEDULE

REGISTRATION NO. 5090462

REGISTRATION NO. 3985501

SERIAL NO. 88016900

REGISTRATION NO. 5284678