

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480819

<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>
Ponderosa Franchising Company LLC		07/03/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FB Lending, LLC		
<b>Street Address:</b>	1999 Avenue of the Stars, Suite 2040		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90064		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4361594	PUT A FLAME UNDER IT.	
<b>Registration Number:</b>	4088196	HOOTENANNY	
<b>Registration Number:</b>	2418851	PONDEROSA STEAKHOUSE	
<b>Registration Number:</b>	1937798		
<b>Registration Number:</b>	1667943	PONDEROSA STEAKHOUSE	
<b>Registration Number:</b>	1677995	PONDEROSA	
<b>Registration Number:</b>	2141635	PONDEROSA	
<b>Registration Number:</b>	1254681	PONDEROSA	
<b>Registration Number:</b>	0903604	PONDEROSA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124843990		
<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>			
<b>Phone:</b>	2124843990		
<b>Email:</b>	tmdocket@arentfox.com		
<b>Correspondent Name:</b>	Marylee Jenkins		
<b>Address Line 1:</b>	1301 Avenue of the Americas, Floor 42		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	038276.00017		

OP \$240.00 4361594

<b>NAME OF SUBMITTER:</b>	Marylee Jenkins
<b>SIGNATURE:</b>	/Marylee Jenkins/
<b>DATE SIGNED:</b>	07/06/2018
<b>Total Attachments: 6</b> source=EXECUTED Trademark Security Agreement -Ponderosa Franchising Company#page1.tif source=EXECUTED Trademark Security Agreement -Ponderosa Franchising Company#page2.tif source=EXECUTED Trademark Security Agreement -Ponderosa Franchising Company#page3.tif source=EXECUTED Trademark Security Agreement -Ponderosa Franchising Company#page4.tif source=EXECUTED Trademark Security Agreement -Ponderosa Franchising Company#page5.tif source=EXECUTED Trademark Security Agreement -Ponderosa Franchising Company#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 3, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by Ponderosa Franchising Company LLC, a Delaware limited liability company (the "Grantor") in favor of FB Lending, LLC (the "Secured Party").

**WHEREAS**, the Grantor and the Secured Party are parties to a Loan and Security Agreement dated as of the date hereof (the "Loan Agreement") by and among the Grantor, the guarantors party thereto and the Secured Party, pursuant to which the Grantor granted a security interest to the Secured Party in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby mortgages, pledges, hypothecates and grants to the Secured Party a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

### **SECTION 4. Governing Law**

THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. Grantor Remains Liable**

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

### **SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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.

[Remainder of page intentionally left blank]

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

PONDEROSA FRANCHISING COMPANY  
LLC

By: \_\_\_\_\_

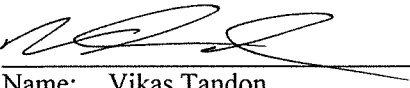
Name: Andrew A. Wiederhorn  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006396 FRAME: 0056**

Accepted and Agreed:

**FB LENDING, LLC**  
as Lender

By:   
Name: Vikas Tandon  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Owner	Mark	Country	Status	Class	Notes
Ponderosa Franchising Company Delaware General Partnership 9720 Wilshire Boulevard, Suite 500 Beverly Hills, California, 90212	Put a flame under it.	USA	<b>Registered</b> 02-JUL-2013  <b>Reg. No.</b> 4361594	43	
Ponderosa Franchising Company Delaware General Partnership 9720 Wilshire Boulevard, Suite 500 Beverly Hills, California, 90212	HOOTENANNY	USA	<b>Registered</b> 17-JAN-2012  <b>Reg. No.</b> 4088196	43	Security Interests Outstanding
Ponderosa Franchising Company 1311 N. Plano Rd., Suite 150 Richardson, Texas 75081 United States	PONDEROSA'S GRAND BUFFET	Canada	<b>Registered</b> 13-SEP-1991  <b>Reg. No.</b> TMA388857	16 43	
Ponderosa Franchising Company 1311 N. Plano Rd., Suite 150 Richardson, Texas 75081 United States	PONDEROSA	Canada	<b>Registered</b> 08-NOV-1974  <b>Reg. No.</b> TMA203012	43	
Ponderosa Franchising Company 1311 N. Plano Rd., Suite 150 Richardson, Texas 75081 United States	PONDEROSA STEAK HOUSE	Canada	<b>Registered</b> 15-MAR-1974  <b>Reg. No.</b> TMA198061	43	
Ponderosa Franchising Company General Partnership Delaware 9720 Wilshire Boulevard, Suite 500 Beverly Hills California 90212		USA	<b>Registered</b> 09-JAN-2001  <b>Reg. No.</b> 2418851	42	Security Interests Outstanding
Ponderosa Franchising Company 9720 Wilshire Boulevard, Suite 500 Beverly Hills, California 90212		USA	<b>Registered</b> 28-NOV-1995  <b>Reg. No.</b> 1937798	42	Security Interests Outstanding

Owner	Mark	Country	Status	Class	Notes
Ponderosa Franchising Company 9720 Wilshire Boulevard, Suite 500 Beverly Hills, California 90212	<b>PONDEROSA</b> <i>Steakhouse</i>	USA	<b>Registered</b> 10-DEC-1991  <b>Reg. No.</b> 1667943	42	Security Interests Outstanding
Ponderosa Franchising Company 9720 Wilshire Boulevard, Suite 500 Beverly Hills, California 90212	<b>PONDEROSA</b>	USA	<b>Registered</b> 03-MAR-1992  <b>Reg. No.</b> 1677995	42	Security Interests Outstanding
Ponderosa Franchising Company 9720 Wilshire Boulevard, Suite 500 Beverly Hills, California 90212	PONDEROSA	USA	<b>Registered</b> 10-MAR-1998  <b>Reg. No.</b> 2141635	9	Security Interest Outstanding
Ponderosa Franchising Company General Partnership Delaware 9720 Wilshire Boulevard, Suite 500 Beverly Hills California 90212	PONDEROSA	USA	<b>Registered</b> 18-OCT-1983  <b>Reg. No.</b> 1254681	30	Security Interests Outstanding
Ponderosa Franchising Company General Partnership Delaware 9720 Wilshire Boulevard, Suite 500 Beverly Hills California 90212	PONDEROSA	USA	<b>Registered</b> 01-DEC-1970  <b>Reg. No.</b> 0903604	42	Security Interests Outstanding