

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488800

<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>
Shari's Management Corporation		08/17/2018	Corporation: DELAWARE
Carrows Restaurants, LLC		08/17/2018	Limited Liability Company: CALIFORNIA
Coco's Restaurants, LLC		08/17/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Tennessee Bank National Association		
<b>Street Address:</b>	165 Madison Ave		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38103		
<b>Entity Type:</b>	National Banking Association: TENNESSEE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3733889	COCO'S BAKERY RESTAURANT	
<b>Registration Number:</b>	3421597	COCO'S RESTAURANT BAKERY	
<b>Registration Number:</b>	3358746	JUMPY MONKEY SUNDAE	
<b>Registration Number:</b>	3339082	COCO'S RESTAURANT BAKERY	
<b>Registration Number:</b>	3358741	GRANDMA'S CINNAMON LOAF FRENCH TOAST	
<b>Registration Number:</b>	2529574	COCO'S BAKERY RESTAURANT	
<b>Registration Number:</b>	2370291	CARROWS RESTAURANTS	
<b>Registration Number:</b>	2261211	MILE HIGH	
<b>Registration Number:</b>	1619199	COCO'S	
<b>Registration Number:</b>	1617811	COCO'S	
<b>Registration Number:</b>	1554183	COCO'S BAKERY RESTAURANT	
<b>Registration Number:</b>	1350067	CARROWS	
<b>Registration Number:</b>	1359826	CARROWS RESTAURANTS	
<b>Registration Number:</b>	4772138	SHARI'S CAFE CLUB	
<b>Registration Number:</b>	4108348	CAFE SHARIS PIES	

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Property Type	Number	Word Mark
Registration Number:	4108345	SHARIS CAFE PIES
Registration Number:	4473921	SHARI'S PIE SHAKE
Serial Number:	85502442	BRINNERS
Registration Number:	4026791	LIFESTYLES

**CORRESPONDENCE DATA**

Fax Number: 6023826070

*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: 602-382-6000

Email: sschahn@swlaw.com

Correspondent Name: Snell & Wilmer L.L.P.

Address Line 1: 400 E. Van Buren St.

Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	71982.00019
NAME OF SUBMITTER:	Chris Fahrendorf
SIGNATURE:	/Chris Fahrendorf/
DATE SIGNED:	09/05/2018

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of August 17, 2018 (this "Agreement"), is made by SHARI'S MANAGEMENT CORPORATION, a Delaware corporation, CARROWS RESTAURANTS, LLC, a California limited liability company, and COCO'S RESTAURANTS, LLC, a California limited liability company (each a "Grantor" and, collectively, the "Grantors") in favor of FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the statutes of the United States of America, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the Credit Agreement referenced below).

Reference is made to (a) the Credit Agreement dated as of March 30, 2018 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Shari's CP, LLC, a Delaware limited liability company (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, and (b) the Security Agreement dated as of March 30, 2018 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by the Borrower and each Subsidiary Guarantor, as the Debtors, and the other debtors from time to time party thereto, in favor of the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by such Grantor (including all goodwill associated therewith), including those listed on Schedule 2 (the "Trademark Collateral"). Schedule 2 attached to this Agreement amends, restates, and replaces Schedule 2 attached to the Security Agreement.

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. The obligations of the Grantors will be terminated in accordance with Section 16 of the Security Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g. "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

SHARI'S MANAGEMENT CORPORATION, a  
Delaware corporation

By: \_\_\_\_\_  
Name: Samuel A. Borcese  
Title: PRESIDENT

CARROWS RESTAURANTS, LLC, a California  
limited liability company


By: \_\_\_\_\_  
Name: Samuel A. Borcese  
Title: PRESIDENT

COCO'S RESTAURANTS, LLC, a California limited  
liability company

By: \_\_\_\_\_  
Name: Samuel A. Borcese  
Title: PRESIDENT

ADMINISTRATIVE AGENT


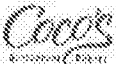



FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the statutes of the United States of America

By:   
Name: Lorenz A. Miller  
Title: Its Authorized Signatory

Schedule 2

Trademark Collateral

U.S. Registered Trademarks

Grantor Name	Trademark	Reg. No.	Reg. Date	Status
Coco's Restaurants, LLC	COCO'S BAKERY RESTAURANT 	3733889	05-JAN-2010	Registered
Coco's Restaurants, LLC	COCO'S RESTAURANT BAKERY 	3421597	06-MAY-2008	Registered
Carrows Restaurants, LLC	JUMPY MONKEY SUNDAE	3358746	25-DEC-2007	Registered
Coco's Restaurants, LLC	COCO'S RESTAURANT BAKERY	3339082	20-NOV-2007	Renewed in 2017
Carrows Restaurants, LLC	GRANDMA'S CINNAMON LOAF PUNCH TOAST	3358741	25-DEC-2007	Registered
Coco's Restaurants, LLC	COCO'S BAKERY RESTAURANT	2329574	15-JAN-2002	Renewed in 2012
Carrows Restaurants, LLC	CARROWS RESTAURANTS 	2370291	25-JUL-2000	Renewed in 2010
Carrows Restaurants, LLC	MILE HIGH	2261211	13-JUL-1999	Renewed in 2010
Coco's Restaurants, LLC	COCO'S	1619199	23-OCT-1990	Renewed in 2010
Coco's Restaurants, LLC	COCO'S	1617811	16-OCT-1990	Renewed in 2010
Coco's Restaurants, LLC	COCO'S BAKERY RESTAURANT	1534103	29-AUG-1989	Renewed in 2009
Carrows Restaurants, LLC	CARROWS	1350567	16-JUL-1985	Renewed in 2015
Carrows Restaurants, LLC	CARROWS RESTAURANTS	1339826	10-SEP-1985	Renewed in 2015
Shar's Management Corporation	SHAR'S CAFE CLUB	4,772,138	14-JUL-2015	Registered
Shar's Management Corporation		4,108,348	6-MAR-2012	Registered
Shar's Management Corporation		4,108,345	1-JUL-2011	Registered
Shar's Management Corporation	SHAR'S PIE SHAKE	4,473,921	28-FEB-2014	Registered
Shar's Management Corporation	BRINNERS	85/502,442	22-DEC-2011	Registered
Shar's Management Corporation	LIFESTYLES	4,026,791	13-SEP-2011	Registered