

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491898

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SWENSONS DRIVE-IN RESTAURANTS, LLC		09/28/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	TREE LINE DIRECT LENDING, LP		
Street Address:	101 California Street, Suite 1700		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4183136	GALLEY BOY	
Serial Number:	87897440	LIGHTS ON FOR SERVICE	
Serial Number:	87903394		
Serial Number:	87897361	POTATO TEEZERS	
Serial Number:	87897417	SALAD BOY	
Serial Number:	87897378		
Serial Number:	87897426	SWENATICS	
Registration Number:	5249324	SWENSONS DRIVE IN	
Registration Number:	2108898	SWENSONS DRIVE-IN RESTAURANTS	
Registration Number:	2130114	SWENSONS	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King & Spalding LLP		
Address Line 1:	1180 Peachtree Street, N.E.		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$265.00 4183136

ATTORNEY DOCKET NUMBER:	22036.515004
NAME OF SUBMITTER:	/S/ MIA RAMIC
SIGNATURE:	/S/ MIA RAMIC
DATE SIGNED:	09/28/2018
Total Attachments: 4 source=Swensons - Trademark Security Agreement - Executed#page1.tif source=Swensons - Trademark Security Agreement - Executed#page2.tif source=Swensons - Trademark Security Agreement - Executed#page3.tif source=Swensons - Trademark Security Agreement - Executed#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2018, is made by the entity listed on the signature page hereof (the "**Grantor**"), in favor of TREE LINE DIRECT LENDING, LP ("**Tree Line**"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, SWENSONS HOLDINGS, LLC, a Delaware limited liability company ("**Holdings**"), SWENSONS DRIVE-IN RESTAURANTS, LLC, an Ohio limited liability company ("**Borrower**"), the subsidiaries of the Credit Parties that are Guarantors or become Guarantors thereunder, the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**") and Tree Line, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**"), and the Collateral Agent (in such capacity, together with the Administrative Agent, collectively, the "**Agents**" and each an "**Agent**"), have entered into a Credit Agreement dated as of September 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, the Grantor is party to a Guaranty and Security Agreement dated as of September 28, 2018 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**");

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security 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 Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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

SWENSONS DRIVE-IN RESTAURANTS, LLC,
as Grantor

By: 



Name: Jeffrey Flowers



Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006446 FRAME: 0081

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date	Class	Goods
SALAD BOY	USA	Registered	85/4693392	12/27/2011	4188126	7/21/2012	30	Sandwiches, namely, double decker cheeseburgers with two sauces
SIGNS ON FOOD SERVICE	USA	Pending	87/897440	4/27/2018			43	Restaurant services, namely providing food and beverages for consumption on and off the premises
Drive Design 	USA	Pending	87/897392	5/2/2018			43	Restaurant services
POTATO BEEZERS	USA	Pending	87/897361	4/27/2018			29	Prepared foods, namely entrees and side dishes containing potato/potato based snack foods
SALAD BOY	USA	Pending	87/897417	4/27/2018			30	Sandwiches
Sign Design 	USA	Pending	87/897378	4/27/2018			43	Restaurant services
SWENATICS	USA	Pending	87/897428	4/27/2018			41	Fan Club services; Customer loyalty program; Providing information in the fields of restaurants, food and beverage via an online community portal; Providing stories, photos, promotions, contests, reviews, calendar of events and information concerning food, beverages and restaurants via non-downloadable global communications network and through social media websites
SWENSONS	Chic	Registered			88223497	9/20/1996		
SWENSONS	Chic	Registered			8949748	10/12/2008	43	
SWENSON'S	Chic	Registered			88162887	8/6/1992		
SWENSONS DRIVE IN	USA	Registered	87/208418	10/12/2016	5249324	7/25/2017	43	restaurant services, namely, providing of food and beverages for consumption on and off the premises

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date	Class	Goods
SWENSONS DRIVE-IN RESTAURANTS and Design 	USA	Registered	75/177731	10/7/1996	2108898	10/28/1997	43	Restaurant services, namely, providing food and drink in a drive-in setting
SWENSONS Stylized 	USA	Registered	75/178101	10/7/1996	2130134	1/20/1998	43	Restaurant services, namely, providing food and drink in a drive-in setting