

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491927

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:	SBJ Fund, LP		
Street Address:	1350 Treat Blvd., Suite 400		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94597		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	85491392	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	
Serial Number:	87200418	SWENSONS DRIVE IN	
Registration Number:	2108898	SWENSONS DRIVE-IN RESTAURANTS	
Registration Number:	2130114	SWENSONS	
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>			
Email:	jlandweber@mcguirewoods.com		
Correspondent Name:	Joseph Landweber		
Address Line 1:	Two Embarcadero Center, Suite 1300		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		

OP \$265.00 85491392

NAME OF SUBMITTER:	Joseph Landweber
SIGNATURE:	/JOSEPH LANDWEBER/
DATE SIGNED:	09/28/2018
Total Attachments: 6 source=Trademark Filing Packet (Swensons)#page1.tif source=Trademark Filing Packet (Swensons)#page2.tif source=Trademark Filing Packet (Swensons)#page3.tif source=Trademark Filing Packet (Swensons)#page4.tif source=Trademark Filing Packet (Swensons)#page5.tif source=Trademark Filing Packet (Swensons)#page6.tif	

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):

Swensons Drive-In Restaurants, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Ohio

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 28, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SBJ Fund, LP

Street Address: 1350 Treat Blvd., Suite 400

City: Walnut Creek

State: California

Country: United State Zip: 94597

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship Delaware
 Corporation Citizenship _____
 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)

See Schedule I attached hereto.

See Schedule I attached hereto.

Additional sheet(s) attached? Yes No

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

See Schedule I attached hereto.

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

Name: Joseph Landweber

Internal Address: McGuireWoods LLP

Street Address: Two Embarcadero Center, Suite 1300

City: San Francisco

State: California Zip: 94111

Phone Number: (415) 490-0852

Docket Number: _____

Email Address: landweber@mcguirewoods.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$265.00

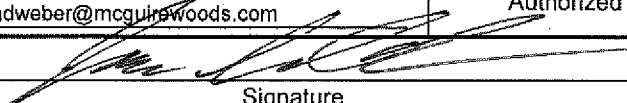
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

September 28, 2018

Date

Joseph Landweber



Name of Person Signing



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

6

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

SCHEDULE I
TO
TRADEMARK COVER SHEET

Trademark	Country	Status	Application No.	Filing Date	Registration No.	Registration Date	Class	Goods
GALLEY BOY	USA	Registered	85/491392	12/9/2011	4183136	7/31/2012	30	Sandwiches, namely, double decker cheeseburgers with two sauces
LIGHTS ON FOR SERVICE	USA	Pending	87/897440	4/27/2018			43	Restaurant services, namely providing food and beverages for consumption on and off the premises
Olive Design 	USA	Pending	87/903394	5/2/2018			43	Restaurant services
POTATO FREEZERS	USA	Pending	87/897361	4/27/2018			29	Prepared foods, namely entrées 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	87/897426	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	Ohio	Registered			RN222497	9/20/1996		
SWENSONS	Ohio	Registered			3949748	10/12/2016	43	
SWENSON'S	Ohio	Registered			RN160887	8/6/1992		
SWENSONS DRIVE IN	USA	Registered	87/200418	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	42	Restaurant services, namely, providing food and drink in a drive-in setting
SWENSONS Stylized 	USA	Registered	75/178102	10/7/1996	2130114	1/20/1998	42	Restaurant services, namely, providing food and drink in a drive-in setting

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 SBJ FUND, LP, a Delaware limited partnership ("*SBJ*"), as agent (in such capacity, together with its successors and permitted assigns, the "*Agent*") for the Purchasers.

WITNESSETH:

WHEREAS, SWENSONS DRIVE-IN RESTAURANTS, LLC, an Ohio limited liability company ("*Swensons*") and BEST BEEF, LLC, an Ohio limited liability company ("*Best Beef*", and collectively with Swensons, the "*Issuers*"), each Guarantor from time to time party thereto (each, a "*Guarantor*" and, collectively, the "*Guarantors*"), the Purchasers listed on Schedule I attached thereto (each, a "*Purchaser*" and, collectively, the "*Purchasers*"), and SBJ, in its capacity as Agent for the Purchasers, have entered into that certain Amended and Restated Note Purchase Agreement dated as of September 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*NPA*");

WHEREAS, the Grantor is party to a Guaranty and Security Agreement dated as of September 28, 2018 in favor of 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 Purchasers and the Agent to enter into the NPA and to induce each Purchasers to fulfil its obligations pursuant to the NPA, the Grantor hereby agrees with the 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 NPA, 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 Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Purchasers 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 Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

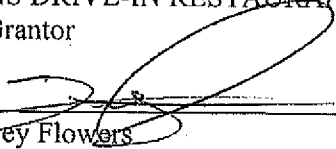
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), each of which when so executed shall be deemed to be an original and all of which taken together 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: 0222

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