

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492908

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EEGEE'S LLC		10/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COBIZ BANK		
Doing Business As:	COBIZ STRUCTURED FINANCE		
Street Address:	1401 Lawrence Street		
Internal Address:	Suite 1200		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1481822	EEGEE'S	
Registration Number:	4193132	EEGEE'S	
Registration Number:	5288656	EEGEE'S SPIKED ICE	
Registration Number:	5288659	EEGEE'S RESTAURANT	
Registration Number:	5293835	LIFE IS BETTER WITH EEGEE'S	
Registration Number:	5337885	EG'S	
Registration Number:	5299066	EG'S	
CORRESPONDENCE DATA			
Fax Number:	3032231111		
<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:	303-223-1100		
Email:	DNTrademarkDocket@bhfs.com		
Correspondent Name:	Daniel I. Ackerman		
Address Line 1:	410 Seventeenth Street		
Address Line 2:	Suite 2200		
Address Line 4:	Denver, COLORADO 80202		

OP \$190.00 1481822

ATTORNEY DOCKET NUMBER:	009826.0136
NAME OF SUBMITTER:	Daniel I. Ackerman
SIGNATURE:	/Daniel I. Ackerman/
DATE SIGNED:	10/05/2018

Total Attachments: 6

source=CoBiz_Eegees - Trademark Security Agreement EXECUTED#page1.tif
source=CoBiz_Eegees - Trademark Security Agreement EXECUTED#page2.tif
source=CoBiz_Eegees - Trademark Security Agreement EXECUTED#page3.tif
source=CoBiz_Eegees - Trademark Security Agreement EXECUTED#page4.tif
source=CoBiz_Eegees - Trademark Security Agreement EXECUTED#page5.tif
source=CoBiz_Eegees - Trademark Security Agreement EXECUTED#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**Trademark Security Agreement**”), is made by EEGEE’S LLC, a Delaware limited liability company (the “**Grantor**”) in favor of COBIZ BANK, a Colorado corporation, d/b/a COBIZ STRUCTURED FINANCE (together with its successors and assigns, the “**Lender**”).

WHEREAS, pursuant to the Credit and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Grantor, as borrower, 39N EEGEE’S HOLDINGS LLC, a Delaware limited liability company, as a guarantor, and Lender, Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Lender, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including all of Grantor’s copyrights, trademarks, and patents, as applicable, and have agreed as a condition thereof to execute this Trademark Security Agreement with respect to certain of their copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Lender, as follows:

1. Grant of Security. Grantor hereby grants to the Lender, a security interest in all of Grantor’s right, title and interest in and to the following (the “**Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Indebtedness:

(a) (i) all registered intellectual property consisting of trademarks, as identified in Schedule 1 (but excluding in all cases any application for registration of a trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above; and

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements and misappropriations of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

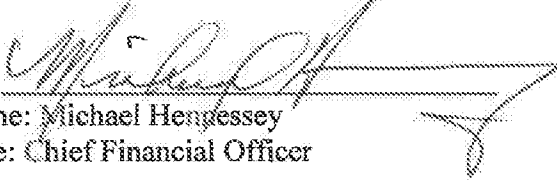
2. Recordation. Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable government officer record this Trademark Security Agreement.
3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.
4. Governing Law Jurisdiction; Venue. Section 8.13 of the Credit Agreement is incorporated mutatis mutandis.
5. Waiver of Jury Trial. THE GRANTOR AND THE LENDER WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION AT LAW OR IN EQUITY OR IN ANY OTHER PROCEEDING BASED ON OR PERTAINING TO THIS TRADEMARK SECURITY AGREEMENT ANY OTHER LOAN DOCUMENT.
6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.
7. Notice. Section 8.3 of the Credit Agreement is incorporated mutatis mutandis.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.


GRANTOR:

EEGEE'S LLC,
a Delaware limited liability company

By: 
Name: Michael Hennessey
Title: Chief Financial Officer

GUARANTOR:

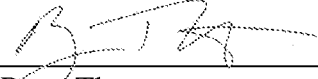
39N EEGEE'S HOLDINGS LLC,
a Delaware limited liability company

By: 
Name: Michael Hennessey
Title: Chief Financial Officer

[Signature Page To Trademark Security Agreement]

LENDER:

COBIZ BANK,
a Colorado corporation

By: 
Name: Ryan Theret
Title: Senior Vice President

[Signature Page To Trademark Security Agreement]

SCHEDULE 1

TRADEMARKS

Mark	Application Number and Application Date	Date of Registration	Registration No. and Jurisdiction	Owner
EEGEE'S	73/611,936 July 28, 1986	March 22, 1988	United States 1,481,822	EEGEE'S LLC
EEGEE'S	85/370,839 July 13, 2011	August 21, 2012	United States 4,193,132	EEGEE'S LLC
	86/913,436 February 19, 2016	September 19, 2017	United States 5,288,656	EEGEE'S LLC
	86/920,146 February 25, 2016	September 19, 2017	United States 5,288,659	EEGEE'S LLC
LIFE IS BETTER WITH EEGEE'S	86/906,929 February 12, 2016	September 26, 2017	United States 5,293,835	EEGEE'S LLC
	86/914,019 February 19, 2016	November 21, 2017	United States 5,337,885	EEGEE'S LLC

Mark	Application Number and Application Date	Date of Registration	Registration No. and Jurisdiction	Owner
	86/920,074 February 25, 2016	October 3, 2017	United States 5,299,066	EEGEE'S LLC