

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500979

<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>
Firebirds International, LLC		12/06/2018	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Administrative Agent		
<b>Street Address:</b>	666 Fifth Avenue, 18th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86248288	SPARK SOMETHING	
<b>Serial Number:</b>	87122639	FB	
<b>Serial Number:</b>	86356721	FIREBAR	
<b>Serial Number:</b>	77420862	FIREBIRDS FIREBAR	
<b>Serial Number:</b>	77346922	FIREBIRDS WOOD FIRED GRILL	
<b>Serial Number:</b>	78258835	FIREBIRDS	
<b>Serial Number:</b>	78254958	FIREBIRDS	
<b>Serial Number:</b>	75451786	FIREBIRDS	
<b>Serial Number:</b>	85275927	DOUBLE BLACK DIAMOND	
<b>Serial Number:</b>	87119530	FIREBIRDS INNER CIRCLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		
<b>Email:</b>	raquel.haleem@kattenlaw.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		

CH \$265.00 86248288

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	12/06/2018
<b>Total Attachments: 5</b> source=golub firebirds trademark security agreement final 2018 (executed)#page1.tif source=golub firebirds trademark security agreement final 2018 (executed)#page2.tif source=golub firebirds trademark security agreement final 2018 (executed)#page3.tif source=golub firebirds trademark security agreement final 2018 (executed)#page4.tif source=golub firebirds trademark security agreement final 2018 (executed)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 6, 2018, (the “Trademark Security Agreement”) is made by Firebirds International, LLC, a North Carolina limited liability company (“Grantor”), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, Grantor, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor and the other grantors party thereto has agreed, pursuant to the Credit Agreement and pursuant to a Security Agreement of even date with the Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to guarantee the Secured Obligations of the Borrower; and

WHEREAS, Grantor is party to the 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, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as the case may be.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in, lien and mortgage in and to, right of setoff against and collateral assignment of all right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

a. all of its Trademarks (other than any “intent to use” Trademark applications for which a statement of use or amendment to allege use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, 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, without limitation, 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.


Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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 7. 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 law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, 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.

**FIREBIRDS INTERNATIONAL, LLC**

By:   
Name: Brian McAlpine  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,  
as Administrative Agent

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

Name: Marc C. Robinson

Title: Managing Director

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date
SPARK SOMETHING	86248288	4/10/14	4661128	12/23/14
FB	87122639	8/1/16	5365850	12/26/17
FIREBAR	86356721	8/4/14	4740963	5/19/15
FIREBIRDS FIREBAR	77420862	3/13/08	3515874	10/14/08
FIREBIRDS WOOD FIRED GRILL	77346922	12/7/07	3526745	11/4/08
FIREBIRDS	78258835	6/5/03	2865101	7/20/04
FIREBIRDS	78254958	5/28/03	2834642	4/20/04
FIREBIRDS	75451786	3/17/98	2520492	12/18/01
DOUBLE BLACK DIAMOND	85275927	3/24/11	4055777	11/15/11

2. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date
FIREBIRDS INNER CIRCLE	87119530	6/28/16