

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pita Pit Inc.		12/24/2018	Corporation: IDAHO
RECEIVING PARTY DATA			
Name:	Jack Riggs		
Street Address:	801 South 11th Street		
City:	Coeur d'Alene		
State/Country:	IDAHO		
Postal Code:	83814		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Peter Riggs		
Street Address:	801 South 11th Street		
City:	Coeur d'Alene		
State/Country:	IDAHO		
Postal Code:	83814		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Tyree Riggs		
Street Address:	801 South 11th Street		
City:	Coeur d'Alene		
State/Country:	IDAHO		
Postal Code:	83814		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Robert Fasnacht		
Street Address:	801 South 11th Street		
City:	Coeur d'Alene		
State/Country:	IDAHO		
Postal Code:	83814		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Susan Fasnacht		
Street Address:	801 South 11th Street		
City:	Coeur d'Alene		
State/Country:	IDAHO		

TRADEMARK

Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Paul Erwin
Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO
Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Shannon Erwin
Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO
Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Benjamin Drake
Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO
Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Jennifer Drake
Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO
Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Steve Knight
Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO
Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Rhonda Knight
Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO
Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	National Advisors Trust Company Custodian FBO Steve F. Knight ROTH IRA

TRADEMARK

Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO
Postal Code:	83814
Entity Type:	ROTH IRA: IDAHO
Name:	Sandra Patano
Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO
Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Rachel Riggs
Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO
Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Brenda Bookholtz
Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO
Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Norm Anderson
Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO
Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Suzanne Anderson
Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO
Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Peter Jones
Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO

TRADEMARK

REEL: 006514 FRAME: 0260

Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Kathleen Jones
Street Address:	801 South 11th Street
City:	Coeur d'Alene
State/Country:	IDAHO
Postal Code:	83814
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3462214	AWAKIN' WITH BACON
Registration Number:	3462219	BERRY GO ROUND
Registration Number:	3508120	BLU BAYOU
Registration Number:	3467715	CHICKEN CRAVE
Registration Number:	5476146	FRESH GRILLED FLAVOR FILLED
Registration Number:	3428496	FRESH THINKING · HEALTHY EATING
Registration Number:	4489829	LESS BREAD. MORE FILLING.
Registration Number:	4500822	LOSE THOSE BIG BUNS
Registration Number:	3467761	MEAT THE DAY
Registration Number:	4665808	PITA GEAR
Registration Number:	4249198	PITA PIT
Registration Number:	5052555	PITA PIT
Registration Number:	3948132	PITA 101
Registration Number:	3504702	QUESAPITA
Registration Number:	3702114	THE PITA PIT
Registration Number:	3428843	THE SMOOTHIE PIT
Registration Number:	4202070	YOUR RESOLUTION SOLUTION
Registration Number:	2502588	THE PITA PIT
Registration Number:	2488457	THE PITA PIT
Serial Number:	87915048	PITA PACK

CORRESPONDENCE DATA

Fax Number: 2089545216

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: 208-388-4875

Email: bfrazier@hawleytroxell.com

Correspondent Name: Bradlee Frazer

Address Line 1: 877 W. Main Street

Address Line 2: Suite 1000

TRADEMARK

REEL: 006514 FRAME: 0261

Address Line 4: Boise, IDAHO 83702

NAME OF SUBMITTER: Bradlee Frazer

SIGNATURE: /Bradlee Frazer/

DATE SIGNED: 12/31/2018

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“*Trademark Security Agreement*”), dated as of December 24, 2018, is made by and among the grantors listed on the signature pages hereto (individually, a “*Grantor*,” collectively, the “*Grantors*”) in favor of **Jack Riggs**, (as Note A Holder (“*Note A Holder*”)), **Peter and Tyree Riggs** (as Note B Holder (“*Note B Holder*”)), **Robert and Susan Fasnacht** (as Note C Holder (“*Note C Holder*”)), **Paul and Shannon Erwin** (as Note D Holder (“*Note D Holder*”)), **Benjamin and Jennifer Drake** (as Note E Holder (“*Note E Holder*”)), **Steve and Rhonda Knight** (as Note F Holder (“*Note F Holder*”)), **National Advisors Trust Company Custodian FBO Steve F. Knight ROTH IRA** (as Note G Holder (“*Note G Holder*”)), **Sandra Patano** (as Note H Holder (“*Note H Holder*”)), **Rachel Riggs** (as Note I Holder (“*Note I Holder*”)), **Brenda Bookholtz** (as Note J Holder (“*Note J Holder*”)), **Norm and Suzanne Anderson** (as Note K Holder (“*Note K Holder*”)), and **Peter and Kathleen Jones** (as Note Holder L (“*Note L Holder*”)) (individually and collectively, together with its successors and/or assigns, “*Lender*”).

WHEREAS, 8661294 Canada Limited, as borrower, has entered into the Loan and Security Agreement (Between 8661294 Canada Limited and Sellers) dated as of December 24, 2018 (the “*Loan Agreement*”), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Loan Agreement, each Grantor has executed and delivered to the Lender that certain Security Agreement (Pita Pit USA, Inc. and All Subsidiaries) dated as of December 24, 2018, made by and among the Grantors and the Lender (the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Lender a security interest in all of such Grantor’s right, title and interest, whether now owned or existing or hereafter acquired or arising, in and to the following (the “*Trademark Collateral*”) of such Grantor to secure the prompt payment and performance of that certain guaranty, dated of even date herewith, executed by the Grantors for the benefit of the Lenders (the “*Guaranty*”):

- a. The trademark registrations and trademark applications set forth on SCHEDULE 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

- b. All rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;
- d. Any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuses, breach, or default, with the right, but not obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided in the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall insure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with the laws of the United States and the State of Idaho, without giving effect to any choice or conflict or law provision or rule (whether of the State of Idaho or any other jurisdiction).

SIGNATURE PAGE FOLLOWS

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

GRANTORS:

PITA PIT USA, INC., an Idaho corporation

By: Christopher Fountain
Name: Christopher Fountain
Title: President

PITA PIT INC., an Idaho corporation

By: Christopher Fountain
Name: Christopher Fountain
Title: President

PITA GROUP, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA 101, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

BREAD MOVERS, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT GAF, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA GEAR, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA SNACKS, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT ALABAMA, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT ARIZONA, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT CALIFORNIA, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT COLORADO, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT DC, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT DELAWARE, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT FLORIDA, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT IDAHO, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT ILLINOIS, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT KANSAS, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT MASSACHUSETTS, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT MICHIGAN, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT MINNESOTA, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT MONTANA, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT NORTH CAROLINA, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT NORTH DAKOTA, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT OHIO, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT OREGON, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT PENNSYLVANIA, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT SOUTH CAROLINA, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT TENNESSEE, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT TEXAS, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT UTAH, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT VIRGINIA, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

PITA PIT WASHINGTON, LLC, an Idaho limited liability company

By: Christopher Fountain
Name: Christopher Fountain
Title: Manager

SCHEDULE 1
TRADEMARKS

MARK	JURISDICTION	REGISTRATION NUMBER	REGISTRATION DATE	RECORD OWNER
AWAKIN' WITH BACON	U.S. TM	3,462,214	07/08/2008	PITA PIT INC., an Idaho Corporation
BERRY GO ROUND	U.S. TM	3,462,219	07/08/2008	PITA PIT INC., an Idaho Corporation
BLU BAYOU	U.S. TM	3,508,120	09/30/2008	PITA PIT INC., an Idaho Corporation
CHICKEN CRAVE	U.S. TM	3,467,715	07/15/2008	PITA PIT INC., an Idaho Corporation
FRESH GRILLED FLAVOR FILLED	U.S. TM	5,476,146	05/22/2018	PITA PIT INC., an Idaho Corporation
FRESH THINKING • HEALTHY EATING	U.S. TM	3,428,496	05/13/2008	PITA PIT INC., an Idaho Corporation
LESS BREAD. MORE FILLING.	U.S. TM	4,489,829	02/25/2014	PITA PIT INC., an Idaho Corporation
LOSE THOSE BIG BUNS	U.S. TM	4,500,822	03/25/2014	PITA PIT INC., an Idaho Corporation

MEAT THE DAY	U.S. TM	3,467,761	07/15/2008	PITA PIT INC., an Idaho Corporation
PITA GEAR	U.S. TM	4,665,808	01/06/2015	PITA PIT INC., an Idaho Corporation
PITA PIT	U.S. TM	4,249,198	11/27/2012	PITA PIT INC., an Idaho Corporation
PITA PIT (Design plus words)	U.S. TM	5,052,555	10/04/2016	PITA PIT INC., an Idaho Corporation
PITA PIT 101	U.S. TM	3,948,132	02/27/2008	PITA PIT INC., an Idaho Corporation
QUESAPITA	U.S. TM	3,504,702	09/23/2008	PITA PIT INC., an Idaho Corporation
THE PITA PIT (Design plus words)	U.S. TM	3,702,114	10/27/2009	PITA PIT INC., an Idaho Corporation
THE SMOOTHIE PIT	U.S. TM	3,428,843	05/13/2008	PITA PIT INC., an Idaho Corporation
YOUR RESOLUTION SOLUTION	U.S. TM	4,202,070	09/04/2012	PITA PIT INC., an Idaho Corporation
THE PITA PIT	U.S. TM	2,502,588	10/30/2001	PITA PIT INC., an Idaho Corporation
THE PITA PIT (Design plus words)	U.S. TM	2,488,457	09/11/2001	PITA PIT INC., an Idaho Corporation

MARK	JURISDICTION	ITU STATUS	APPLICATION NUMBER	FILING DATE	RECORD OWNER
PITA PACK	U.S. TM	Review prior to publication completed	87915048	05/10/2018	PITA PIT INC., an Idaho Corporation