

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BiteSquad.com, LLC		01/17/2019	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Luxor Capital Group, LP, as Collateral Agent		
Street Address:	1114 Avenue of the Americas, 28th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4577647	BITE SQUAD	
Registration Number:	4759743	BITE SQUAD	
Registration Number:	5368995	BITE SQUAD	
Registration Number:	4772166	GIFT SQUAD	
Registration Number:	4676376	GIFT SQUAD	
Registration Number:	3355197	DELICIOUS DELIVERIES	
Registration Number:	4458171	CAFE COURIER RESTAURANT DELIVERY	
Registration Number:	4550884	DELIVERY WOW	
Registration Number:	4544415	DELIVERY WOW	
Registration Number:	4801841	DOORSTEPDELIVERY.COM	
Registration Number:	4578456	DOORSTEPDELIVERY.COM	
Registration Number:	4055374	GRUB CAB GRUB CAB	
Registration Number:	4830295	CHEF SHUTTLE	
Serial Number:	88147963	BITE SQUAD	
Serial Number:	88147946	BITE SQUAD	
Serial Number:	88147895	B	
Serial Number:	88052435	FOODIE CALL	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	33366-30080
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	01/17/2019
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 17, 2019, is made by BiteSquad.com, LLC, a Minnesota limited liability company (the “Grantor”), in favor of Luxor Capital Group, LP (“Luxor Capital”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of January 17, 2019 (as amended by that certain Amendment No. 1 thereto dated as of January 17, 2019, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Waitr Inc., a Delaware corporation (the “Borrower”), Waitr Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), the other Credit Parties (as defined in the Credit Agreement) party thereto, the Lenders from time to time party thereto, and Luxor Capital as administrative agent and as collateral agent for the Lenders, the Lenders have severally agreed to make an extension of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Credit Party has executed and delivered or otherwise joined as a party to that certain Pledge and Security Agreement, dated as of November 15, 2018, in favor of Collateral Agent for the benefit of the Secured Parties (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”); and

WHEREAS, the Grantor is party to the Pledge 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 Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extension of credit to Borrower thereunder, the Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

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 the Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to 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 the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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.

; provided, however, that the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law.

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

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses 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, 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.

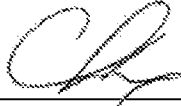
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

Very truly yours,

BITESQUAD.COM, LLC, as Grantor

By: 
Name: Christopher Meaux
Title: President and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

LUXOR CAPITAL GROUP, LP, as Collateral Agent

By: _____
Name:
Title:

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.

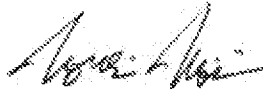
Very truly yours,

BITESQUAD.COM, LLC, as Grantor

By: _____
Name: Christopher Meaux
Title: President and Treasurer

ACCEPTED AND AGREED
as of the date first above written:


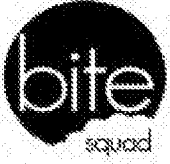

LUXOR CAPITAL GROUP, LP, as Collateral Agent

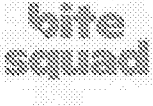


By:  _____
Name: Norris Nissim
Title: General Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. TRADEMARK REGISTRATIONS AND APPLICATIONS OWNED AND REGISTERED TO THE GRANTOR:

<u>Registrant/ Applicant</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
BiteSquad.com, LLC	BITE SQUAD	Registered June 29, 2013	Active	RN: 4577647 SN: 86097782
BiteSquad.com, LLC	BITE SQUAD and Design 	Registered June 23, 2015	Active	RN: 4759743 SN: 86439970
BiteSquad.com, LLC	BITE SQUAD and Design 	Registered January 2, 2018	Active	RN: 5368995 SN: 87458679
BiteSquad.com, LLC		Registered July 14, 2014	Active	RN: 4772166 SN: 86440006

BiteSquad.com, LLC	GIFT SQUAD	Registered April 1, 2014	Active	RN: 4676376 SN: 86097810
BiteSquad.com, LLC	DELICIOUS DELIVERIES	Registered December 18, 2007	Active	RN: 3355197 SN: 77117516
BiteSquad.com, LLC	BITE SQUAD Design 	Filed October 9, 2018	Pending	SN: 88147963
BiteSquad.com, LLC	BITE SQUAD Design 	Filed October 9, 2018	Pending	SN: 88147946
BiteSquad.com, LLC	B Design 	Filed October 9, 2018	Pending	SN: 88147895

2. TRADEMARK REGISTRATIONS AND APPLICATIONS THAT GRANTOR HAS ACQUIRED AND ARE IN PROCESS OF BEING ASSIGNED TO THE GRANTOR:

<u>Current Registrant/ Applicant</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
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Delivery Partners Inc.	Café Courier Restaurant Delivery	Registered December 31, 2013	Active	RN: 4458171 SN: 85905304
Delicious Deliveries Phoenix, Inc.	DELICIOUS DELIVERIES	Registered December 18, 2007	Active	RN: 3355197 SN: 77117516
Tastefully Delivered LLC	DELIVERY WOW	Registered June 17, 2014	Active	RN: 4550884 SN: 86087321
Tastefully Delivered LLC	DELIVERY WOW	Registered June 3, 2014	Active	RN: 4544415 SN: 85819830
Restaurant Delivery Developers, LLC	DOORSTEPDELIVERY.COM	Registered September 1, 2015	Active	RN: 4801841 SN: 85918190
Restaurant Delivery Developers, LLC	DOORSTEPDELIVERY.COM (with illustration)	Registered August 5, 2014	Active	RN: 4578456 SN: 85918203
GrubCab, LLC	GRUB CAB GRUB CAB (with illustration)	Registered November 15, 2011	Active	RN: 4055374 SN: 85227806
Chef Shuttle Franchise Company, LLC	CHEF SHUTTLE	Registered October 13, 2015	Active	RN: 4830295 SN: 86465930
Endemol USA Inc. (applicant)	FOODIE CALL	Filed July 25, 2018	Pending	SN: 88052435

3. DOMAIN NAMES REGISTERED TO GRANTOR:

Domain Name
Bitesquad.com
Grubcab.com
Gatorfood.com
Grubcab.info

4. DOMAIN NAMES ACQUIRED BY GRANTOR AND ARE IN PROCESS OF BEING ASSIGNED/REGISTERED TO THE GRANTOR:

Domain Name
Cafecourier.com
zipdish.com
tastefullydelivered.com
Deliciousdeliveryandtogo.com
Roomserviceinparadise.com
Fooddeliveryoahu.com
Fooddeliverypearlcity.com
Restaurantdeliveryhawaii.com
Restaurantdeliveryhonolulu.com
Restaurantdeliverykailua.com
Restaurantdeliverypearlcity.com
Hawaiicateringservices.com
Doorstepdelivery.net
Gainesville2go.com
G2G4free.com
chefshuttle.com
MakeAFoodieCall.com
Foodnow.delivery
727foodnow.com
864ToGo.com
256ToGo.com
ashleysfood.com
Deliverylogic.us