

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAVA GROUP, INC.		11/21/2018	Corporation: DELAWARE
ZOE'S KITCHEN USA, LLC		11/21/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, Administrative agent		
Street Address:	211 Perimeter Center Parkway, Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5286837	A CULTURE, NOT A CONCEPT	
Registration Number:	4037532	CAVA	
Registration Number:	5497835	CAVA	
Registration Number:	4377282	CAVA GRILL	
Registration Number:	4037533	CAVA	
Registration Number:	4059523	CAVA MEZZE GRILL	
Registration Number:	4059522	CAVA MEZZE GRILL	
Registration Number:	4450335	CAVA MEZZE	
Registration Number:	3938145	CRAZY FETA	
Registration Number:	5005112	EAT LIKE THERE'S A TOMORROW	
Registration Number:	5530776	FOOD IS A FORCE FOR GOOD	
Registration Number:	4878401	FOR THOSE WHO SAVOR	
Registration Number:	5272193	V	
Registration Number:	5433797	V	
Registration Number:	4071674	SIMPLE. TASTY. FRESH!	
Registration Number:	4259210	SIMPLY 500	
Registration Number:	2783558	ZOE'S KITCHEN	
Registration Number:	4401258	ZOES FRESH TAKE	
TRADEMARK			

OP \$590.00 5286837

Property Type	Number	Word Mark
Registration Number:	3659252	ZOËS KITCHEN
Registration Number:	3766828	ZOËS KITCHEN
Registration Number:	3766722	ZOËS KITCHEN
Registration Number:	4757759	
Registration Number:	4832563	LIVE MEDITERRANEAN

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408

Email: mramic@kslaw.com

Correspondent Name: Mia Ramic King & Spalding LLP

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990.515142
NAME OF SUBMITTER:	/S/ MIA RAMIC
SIGNATURE:	/S/ MIA RAMIC
DATE SIGNED:	11/21/2018

Total Attachments: 7
source=CAVA - TSA#page1.tif
source=CAVA - TSA#page2.tif
source=CAVA - TSA#page3.tif
source=CAVA - TSA#page4.tif
source=CAVA - TSA#page5.tif
source=CAVA - TSA#page6.tif
source=CAVA - TSA#page7.tif

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2018 (this “Security Agreement”), is made by CAVA GROUP, INC., a Delaware corporation (“Holdings”), and ZOE’S KITCHEN USA, LLC, a Delaware limited liability company (individually, each a “Grantor” and collectively, the “Grantors”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, CAVA INTERMEDIATE, INC., a Delaware corporation (the “Borrower”), Holdings, the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Revolving Credit Agreement, dated as of November 21, 2018 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Grantors, the Borrower and certain of its Subsidiaries have entered into the Guaranty and Security Agreement, dated as of November 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

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

Section 2 Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges to the Administrative Agent, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the following property now owned or at any time hereafter acquired by such Grantor, or in which such Grantor now has or any time in the future may acquire any right, title and interest and whether not existing or hereafter coming into existence (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantors of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

provided that, notwithstanding the foregoing, no Lien or security interest is hereby granted on (and the definition of Trademark Collateral excludes) any Excluded Property (including, without limitation, any Trademark application filed in the United States Patent and Trademark Office on the basis of the applicant's intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such Trademark application or the resulting trademark registration) and, to the extent that any Trademark Collateral later becomes Excluded Property, the Lien granted hereunder

will automatically be deemed to have been released; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security interest in such property shall automatically be deemed granted therein.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantors hereby acknowledge and agree 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 Guaranty and 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 or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **[Reserved].**

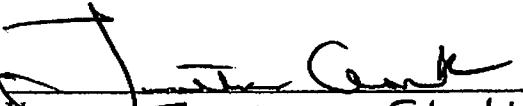
Section 5 **[Reserved].**

Section 6 **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

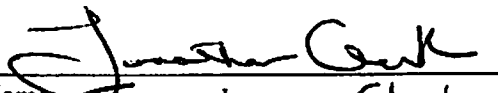
Section 7 **Governing Law.** This Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof) of the State of New York.

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its authorized officer as of the day and year first above written.

CAVA GROUP, INC.

By: 
Name: Jonathan Clark
Title: CFO.

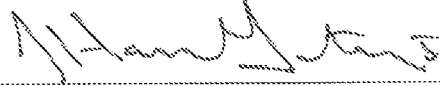
ZOE'S KITCHEN USA, LLC

By: 
Name: Jonathan Clark
Title: CFO.

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

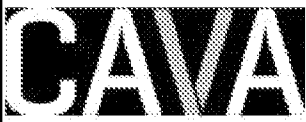

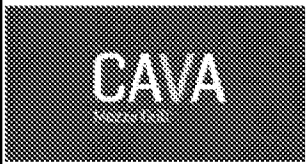
SUNTRUST BANK, as Administrative Agent


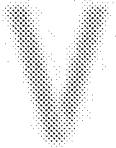


By: 
Name: J. Haynes Gentry III
Title: Director



SCHEDULE I

Trademarks

I. REGISTERED TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
A CULTURE, NOT A CONCEPT	5286837	09/12/2017	Cava Group, Inc.
CAVA	4037532	10/11/2011	Cava Group, Inc.
CAVA (stylized) 	5497835	06/19/2018	Cava Group, Inc.
CAVA GRILL	4377282	07/30/2013	Cava Group, Inc.
CAVA Logo 	4037533	10/11/2011	Cava Group, Inc.
CAVA MEZZE GRILL	4059523	11/22/2011	Cava Group, Inc.
CAVA MEZZE GRILL Logo 	4059522	11/22/2011	Cava Group, Inc.

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
CAVA MEZZE Logo 	4450335	12/17/2013	Cava Group, Inc.
CRAZY FETA	3938145	03/29/2011	Cava Group, Inc.
EAT LIKE THERE'S A TOMORROW	5005112	07/19/2016	Cava Group, Inc.
FOOD IS A FORCE FOR GOOD	5530776	07/31/2018	Cava Group, Inc.
FOR THOSE WHO SAVOR	4878401	12/29/2015	Cava Group, Inc.
V (stylized) (Child Application) 	5272193	08/22/2017	Cava Group, Inc.
V (stylized) (Parent Application) 	5433797	03/27/2018	Cava Group, Inc.
SIMPLE. TASTY. FRESH!	4071674	12/13/2011	Zoe's Kitchen USA, LLC
SIMPLY 500	4259210	12/11/2012	Zoe's Kitchen USA, LLC
ZOE'S KITCHEN	2783558	11/18/2003	Zoe's Kitchen USA, LLC
ZOES FRESH TAKE	4401258	09/10/2013	Zoe's Kitchen USA, LLC
	3659252	07/21/2009	Zoe's Kitchen USA, LLC

MARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
	3766828	03/30/2010	Zoe's Kitchen USA, LLC
	3766722	03/30/2010	Zoe's Kitchen USA, LLC
ZOES STRIPES (Design Only)	4757759	06/16/2015	Zoe's Kitchen USA, LLC
LIVE MEDITERRANEAN	4832563	10/13/2015	Zoe's Kitchen USA, LLC

II. TRADEMARK APPLICATIONS

None.