

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Waitr Inc.		11/15/2018	Corporation: LOUISIANA
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: 3			
Property Type	Number	Word Mark	
Registration Number:	4881286	W WAITR	
Registration Number:	4881287	W	
Serial Number:	86848320	WAIGO	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	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		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/20/2018		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2018, is made by WAITR INC. (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 November 15, 2018 (as the same may be 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), the Lenders from time to time party thereto and Luxor Capital, as administrative agent and 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 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,

WAITR INC., as Grantor

By: 

Name: Christopher Meaux

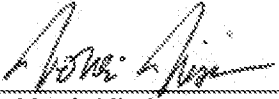
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

TRADEMARK
REEL: 006539 FRAME: 0728

ACCEPTED AND AGREED
as of the date first above written:

LUXOR CAPITAL GROUP, LP, as Collateral Agent

By: 
Name: Norris Nissim
Title: General Counsel

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

TRADEMARK
REEL: 006539 FRAME: 0729

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Existing TM Registrations	Goods and Services Description	Owner	Jurisdiction	USPTO Registration Number	USPTO Registration Date	First USPTO Maintenance Date
W WAITR + design	<p>IC 009: Computer application software for mobile devices, namely, software for use by restaurant customers in browsing menus, placing orders and making payments, and for use by restaurant owners and management to assist with promoting business growth and building customer relationships.</p> <p>IC 042: Software as a service (“SAAS”) services featuring software for use by restaurant customers in browsing menus, placing orders and making payments, and for use by restaurant owners and management to assist with promoting business growth and building customer relationships.</p>	Borrower (Waitr, Inc.)	United States	4881286	05-Jan-2016	05-Jan-2021
W + design	<p>IC 009: Computer application software for mobile devices, namely, software for use by restaurant customers in browsing menus, placing orders and making payments, and for use by restaurant owners and management to assist with promoting business growth and building customer relationships.</p> <p>IC 042: SAAS services featuring software for use by restaurant customers in browsing menus, placing orders and making payments, and for use by restaurant owners and management to assist with promoting business</p>	Borrower (Waitr, Inc.)	United States	4881287	05-Jan-2016	05-Jan-2021

Existing TM Registrations	Goods and Services Description	Owner	Jurisdiction	USPTO Registration Number	USPTO Registration Date	First USPTO Maintenance Date
	growth and building customer relationships.					

2. TRADEMARK APPLICATIONS

Pending TM Applications	Goods and Services Description			USPTO Serial Number	Application Date	Status Notes
waigo	<p>IC 009: Computer application software for mobile devices, namely, software for use by restaurant customers in browsing menus, placing orders and making payments, and for use by restaurant owners and management to assist with fulfilling customer orders, promoting business growth and building customer relationships; Computer application software for mobile devices, namely, software for use by grocery store customers in browsing available goods, placing orders and making payments, and for use by grocery store owners and management to assist with fulfilling customer orders, promoting business growth and building customer relationships; Computer application software for mobile devices, namely, software for use by merchant's customers in browsing available goods, placing orders and making payments, and for use by merchants to assist with fulfilling customer orders, promoting business growth and building customer relationships.</p> <p>IC 042: SAAS services featuring software for use by restaurant customers in browsing menus, placing orders and making payments, and for use by restaurant owners and management to assist with</p>	Borrower (Waitr, Inc.)	United States	86848320	14-Dec-2015	<p>1(b) Application.</p> <p>USPTO Notice of Allowance issued on 12-July-2016.</p> <p>Fourth Extension of Time to File SOU granted on 11-July-2018.</p> <p>Must use the mark in commerce and file SOU within three (3) years of the Notice of Allowance issue date (12-July-2016).</p>

Pending TM Applications	Goods and Services Description			USPTO Serial Number	Application Date	Status Notes
	fulfilling customer orders, promoting business growth and building customer relationships; SAAS services featuring software for use by grocery store customers in browsing available goods, placing orders and making payments, and for use by grocery store owners and management to assist with fulfilling customer orders, promoting business growth and building customer relationships; SAAS services featuring software for use by merchant's customers in browsing available goods, placing orders and making payments, and for use by merchants to assist with fulfilling customer orders, promoting business growth and building customer relationships					

3. IP LICENSES

None.