

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ponderosa Franchising Company LLC		02/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Lion Fund, L.P.		
Street Address:	17802 IH 10 West, Suite 400		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78257		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4361594	PUT A FLAME UNDER IT.	
Registration Number:	2418851	PONDEROSA STEAKHOUSE	
Registration Number:	1667943	PONDEROSA STEAKHOUSE	
Registration Number:	1677995	PONDEROSA	
Registration Number:	1254681	PONDEROSA	
Registration Number:	0903604	PONDEROSA	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Dr. Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	050739-0020		
NAME OF SUBMITTER:	Natalie Richards		
SIGNATURE:	/Natalie Richards/		

OP \$165.00 4361594

DATE SIGNED:	02/08/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 1, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by Ponderosa Franchising Company LLC, a Delaware limited liability company (the “Grantor”) in favor of The Lion Fund, L.P., as collateral agent for the Lenders (in such capacity, the “Collateral Agent”).

WHEREAS, the Grantor and the Collateral Agent are parties to a Loan and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among the Grantor, the other loan parties party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meanings given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby pledges, to the Collateral Agent, and grants to the Collateral Agent, and agrees that the Collateral Agent shall have, for the benefit of the Lenders, a first priority continuing lien on and security interest in all of the following in which the Grantor has any right, title and interest (collectively, the “Trademark Collateral”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

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

SECTION 4. Governing Law

THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. 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 its Trademarks subject to a security interest hereunder.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PONDEROSA FRANCHISING COMPANY
LLC

By: 

Name: Andrew A. Wiederhorn
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006556 FRAME: 0465

Accepted and Agreed:

The Lion Fund, L.P.
as Collateral Agent

By: Biglari Capital Corp., its general partner

By: 

Name: Sardar Biglari

Title: Authorized Signatory




[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006556 FRAME: 0466

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
PUT A FLAME UNDER IT.	85848054 12-FEB-2013	4361594 02-JUL-2013	Registered
PONDEROSA STEAKHOUSE 	75747276 09-JUL-1999	2418851 09-JAN-2001	Renewed in 2011
PONDEROSA STEAKHOUSE 	74118126 26-NOV-1990	1667943 10-DEC-1991	Renewed in 2011
PONDEROSA 	74118127 26-NOV-1990	1677995 03-MAR-1992	Renewed in 2010
PONDEROSA	73342194 17-DEC-1981	1254681 18-OCT-1983	Renewed in 2013
PONDEROSA	72294261 27-MAR-1968	0903604 01-DEC-1970	Renewed in 2010