

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511126

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Blue Ribbon Holdings, LLC		02/11/2019	Limited Liability Company:
O'Charley's Management Company, LLC		02/11/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	99 Restaurants, LLC
Street Address:	3038 SIDCO DRIVE
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37204
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	4800071	ABRH
Registration Number:	4998199	4SQUARE BREAKFAST
Registration Number:	5007272	4SQUARE BREAKFAST
Registration Number:	1883771	ALL-WORLD DOUBLE CHEESEBURGER
Registration Number:	4436632	AMERICAN BLUE RIBBON HOLDINGS
Registration Number:	5137810	AMERICAN BLUE RIBBON HOLDINGS PASSION TO
Registration Number:	1930867	ANGEL'S
Registration Number:	1899370	ANGEL'S DINER
Registration Number:	3345350	A PASSION TO SERVE
Registration Number:	3999934	ARTISAN PIE SHOP SPECIAL
Registration Number:	4641253	BAKERS BUNDLE
Registration Number:	1394423	BAKERS SQUARE
Registration Number:	1394236	BAKERS SQUARE
Registration Number:	1394428	BAKERS SQUARE
Registration Number:	4317217	BAKERS SQUARE RESTAURANT & BAKERY
Registration Number:	2239993	BEST PIE IN AMERICA
Registration Number:	4941335	BREAKFAST YOUR WAY. ALL DAY.

OP \$1490.00 4800071

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1307977	BUCKY
Registration Number:	1942036	CANDY CANE PIE
Registration Number:	4425593	DISCOVER ALL THAT'S GOOD INSIDE
Registration Number:	1979914	GOOD FOOD...GOOD FEELINGS
Registration Number:	2237698	GREAT FOOD. UNBELIEVABLE PIE.
Registration Number:	4361669	LEGENDARY BAKING
Registration Number:	4016699	LEGENDARY BAKING
Registration Number:	4046125	LEGENDARY BAKING SINCE 1969
Registration Number:	4436631	
Registration Number:	4428962	
Serial Number:	87636000	MUG CAKE
Registration Number:	4288896	MY V.I.B.
Registration Number:	4312172	MY V.I.B. CHOOSE 4 DIFFERENT ITEMS! ALL
Registration Number:	4436633	PASSION TO SERVE
Registration Number:	3787096	PIE RUSH WEDNESDAY
Registration Number:	5074959	RAISING FORKS FOR FUNDS
Registration Number:	4898762	SERVING THOSE WHO SERVE US
Registration Number:	2100736	SWEET RETURNS
Registration Number:	1682297	THE BREAKFAST EXPERTS
Registration Number:	3963070	THE INNCREDBLE V.I.B.
Registration Number:	2603514	THE SKILLET EXPERTS
Registration Number:	4202421	VI:)
Registration Number:	4287957	VI
Registration Number:	1070440	VILLAGE INN
Registration Number:	1118490	VILLAGE INN
Registration Number:	1197458	VILLAGE INN
Registration Number:	1118489	VILLAGE INN PANCAKE HOUSE
Registration Number:	3447997	BOTTOMLESS BOWL
Registration Number:	4110363	LUNCH EXPRESS
Registration Number:	4663549	NINE GREAT MEALS. ONE GREAT PRICE. ZERO
Registration Number:	4698728	NINE MEALS. ONE PRICE. ZERO COMPROMISES.
Registration Number:	4392020	O'CHARLEY'S
Registration Number:	1338554	O'CHARLEYS
Registration Number:	1788688	O'CHARLEY'S
Registration Number:	1789555	O'CHARLEY'S
Registration Number:	5339707	O'CHARLEY'S KITCHEN AND BAR
Registration Number:	5339753	O'CHARLEY'S KITCHEN AND BAR
Registration Number:	5223878	PRIME RIB LOVERS' WEEKEND FOR TWO

Property Type	Number	Word Mark
Registration Number:	4945967	PRIME RIB LOVERS' WEEKEND FOR TWO
Registration Number:	5355589	THE \$9.99ER
Registration Number:	4945965	THE \$9.99ER
Registration Number:	3448002	UNSLICEABLY SOFT ROLLS

CORRESPONDENCE DATA

Fax Number: 8032559831

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: 704-417-3127

Email: ip@nelsonmullins.com

Correspondent Name: Nelson Mullins Riley & Scarborough LLP

Address Line 1: 301 S. COLLEGE STREET

Address Line 2: NELSON MULLINS RILEY & SCARBOROUGH LLP, 23RD FL.

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 016761/09001

NAME OF SUBMITTER: Craig N. Killen

SIGNATURE: /Craig N. Killen/

DATE SIGNED: 02/22/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 11th day of February, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **99 RESTAURANTS, LLC**, a Delaware limited liability company (the “Lender”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Secured Promissory Note, dated as of February 11, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Note”) made by ABRH, LLC, a Delaware limited liability company (the “Borrower”), in favor of the Lender, the Lender has agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to Borrower as provided for in the Note and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender that certain Guaranty and Security Agreement, dated as of February 11, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Note, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I-1, excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I-1 to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I-1 shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I-1.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as physical delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall physically deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**AMERICAN BLUE RIBBON HOLDINGS,
LLC**

By: 
Name: J. Stephen Sparks
Title: Chief Financial Officer

**O'CHARLEY'S MANAGEMENT
COMPANY, LLC**

By: 
Name: J. Stephen Sparks
Title: Chief Financial Officer

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

99 RESTAURANTS, LLC

By: 
Name: J. Stephen Sparks
Title: Chief Financial Officer

SCHEDULE I-1
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Trademarks Owned by ABRH, LLC:

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.
1.ABRH	11/20/2012	United States Federal Registration	8/25/2015	4800071

Trademarks Owned by American Blue Ribbon Holdings, LLC:

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.
1.4SQUARE BREAKFAST	12/2/2015	United States Federal Registration	7/12/2016	4998199
2.4SQUARE BREAKFAST	12/2/2015	United States Federal Registration	7/26/2016	5007272
3.ALL WORLD DOUBLE CHEESEBURGER	1/30/2005	United States Federal Registration	3/14/1995	1883771
4. AMERICAN BLUE RIBBON HOLDINGS	6/3/2013	United States Federal Registration	11/19/2013	4436632
5. AMERICAN BLUE RIBBON HOLDINGS PASSION TO SERVE and Design	6/3/2013	United States Federal Registration	2/7/2017	5137810
6.ANGEL'S	4/8/1994	United States Federal Registration	10/31/1995	1930867
7.ANGEL'S DINER	4/8/1994	United States Federal Registration	6/13/1995	1899370
8.A PASSION TO SERVE	6/27/2005	United States Federal Registration	11/27/2007	3345350
9.ARTISAN PIE SHOP SPECIAL	6/23/2010	United States Federal Registration	8/23/2011	3999934
10. BAKERS BUNDLE	4/21/2014	United States Federal Registration	11/18/2014	4641253
11. BAKERS SQUARE	3/25/1993	Canada	5/12/1995	TMA442737

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.
	11/28/1983	United States Federal Registration	5/20/1985	1394423
	4/2/1984	United States Federal Registration	5/20/1985	1394236
		Nebraska	7/18/2013	NE10179510
	5/5/2015	United Arab Emirates		232293 (App No.)
	5/5/2015	United Arab Emirates		232294 (App No.)
12.BAKERS SQUARE (in Arabic)	5/5/2015	United Arab Emirates		687720 (App No.)
13.BAKERS SQUARE and design	4/26/1984	United States Federal Registration	5/20/1985	1394428
14. BAKERS SQUARE RESTAURANT & BAKERY and Design	9/21/2012	United States Federal Registration	4/9/2013	4317217
15. BEST PIE IN AMERICA	3/10/1998	United States Federal Registration	4/13/1999	2239993
16. BREAKFAST YOUR WAY. ALL DAY.	9/12/2015	United States Federal Registration	4/19/2016	4941335
17. BUCKY	2/3/1983	United States Federal Registration	12/04/1984	1307977
18. CANDY CANE PIE	12/23/1993	United States Federal Registration	12/19/1995	1942036
19. DISCOVER ALL THAT'S GOOD INSIDE	3/28//2013	United States Federal Registration	10/29/2013	4425593
20.GOOD FOOD...GOOD FEELINGS	8/21/1995	United States Federal Registration	5/11/1996	1979914
21.GREAT FOOD. UNBELIEVABLE PIE.	7/31/1997	United States Federal Registration	4/5/1999	2237698
22.LEGENDARY BAKING	11/23/2009	United States Federal Registration	7/2/2013	4361669
	11/23/2009	United States Federal Registration	6/23/2011	4016699
23.LEGENDARY BAKING SINCE 1969 and design	3/6/2010	United States Federal Registration	10/25/2011	4046125
24. MISCELLANEOUS DESIGN (ribbon in black and white)	6/3/2013	United States Federal Registration	11/19/2013	4436631

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.
25. MISCELLANEOUS DESIGN (ribbon in color)	6/3/2013	United States Federal Registration	11/5/2013	4428962
26. MUG CAKE	10/6/2017	United States Federal Application		87636000 (Serial No.)
27. MY V.I.B	6/27/2012	United States Federal Registration	2/12/2013	4288896
28. MY V.I.B. CHOOSE 4 DIFFERENT ITEMS! ALL DAY EVERY DAY	6/27/2012	United States Federal Registration	4/2/2013	4312172
29. PASSION TO SERVE	6/3/2013	United States Federal Registration	11/19/2013	4436633
30. PIE RUSH WEDNESDAY	9/4/2009	United States Federal Registration	5/11/2010	3787096
31. RAISING FORKS FOR FUNDS	11/18/2015	United States Federal Registration	11/1/2016	5074959
32. SERVING THOSE WHO SERVE US	9/1/2015	United States Federal Registration	2/9/2016	4898762
33. SWEET RETURNS	9/11/1995	United States Federal Registration	9/30/1997	2100736
34. THE BREAKFAST EXPERTS	3/14/1991	United States Federal Registration	4/7/1992	1682297
35. THE INNCREDBLE V.I.B.	3/5/2010	United States Federal Registration	5/17/2011	3963070
36. THE SKILLET EXPERTS	4/14/2000	United States Federal Registration	8/6/2002	2603514
37. VI:) and Design	1/13/2012	United States Federal Registration	9/4/2012	4202421
38. VI (stylized)	2/1/2012	United States Federal Registration	2/12/2013	4287957
39. VILLAGE INN	10/20/1976	United States Federal Registration	7/25/1977	1070440
40. VILLAGE INN and orange trapezoid design	10/20/1976	United States Federal Registration	5/15/1979	1118490
41. VILLAGE INN (stylized)	3/24/1980	United States Federal Registration	5/8/1982	1197458
42. VILLAGE INN PANCAKE HOUSE	10/20/1976	United States Federal Registration	5/15/1979	1118489

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.
43. VILLAGE INN		Nebraska	7/18/2013	NE10179511

Trademarks Owned by O'Charley's Management Company, LLC:

Mark	Filed	Jurisdiction	Reg. Date	Reg. No.
1. BOTTOMLESS BOWL	5/18/2007	United States Federal Registration	6/17/2008	3447997
2. LUNCH EXPRESS	7/6/2010	United States Federal Registration	3/6/2012	4110363
3. NINE GREAT MEALS. ONE GREAT PRICE. ZERO COMPROMISES.	5/21/2014	United States Federal Registration	12/30/2014	4663549
4. NINE MEALS. ONE PRICE. ZERO COMPROMISES.	5/21/2014	United States Federal Registration	3/10/2015	4698728
5. O'CHARLEY'S (in stenciled lettering)	1/18/2013	United States Federal Registration	8/27/2013	4392020
6. O'CHARLEY'S (STYLIZED)	11/19/1984	United States Federal Registration	5/28/1985	1338554
7. O'CHARLEY'S	1/7/1993	United States Federal Registration	8/17/1993	1788688
8. O'CHARLEY'S	1/7/1993	United States Federal Registration	8/24/1993	1789555
9. O'CHARLEY'S KITCHEN AND BAR	4/26/2017	United States Federal Registration	11/21/2017	5339707
10. O'CHARLEY'S KITCHEN AND BAR and Design	4/26/2017	United States Federal Registration	11/21/2017	5339753
11. PRIME RIB LOVERS' WEEKEND FOR TWO	9/15/2015	United States Federal Registration	6/13/2017	5223878
12. PRIME RIB LOVERS' WEEKEND FOR TWO	9/15/2015	United States Federal Registration	4/26/2016	4945967
13. THE \$9.99ER	9/15/2015	United States Federal Registration	12/12/2017	5355589
14. THE \$9.99ER	9/15/2015	United States Federal Registration	4/26/2016	4945965
15. UNSLICEABLY SOFT ROLLS	5/22/2007	United States Federal Registration	6/17/2008	3448002