

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KABOBS ACQUISITION, LLC	FORMERLY KABOBS ACQUISITION, INC.	04/25/2019	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	NXT CAPITAL, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	191 NORTH WACKER DRIVE		
Internal Address:	30TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2456698	KABOBS, THE HORS D'OEUVRES SPECIALISTS	
Serial Number:	88334325	KABOBS THE HORS D'OEUVRE SPECIALISTS	
Serial Number:	88334527	KABOBS	
Serial Number:	88316116	OAKSTOVE KITCHENS	
Serial Number:	88315301	CHEFS SERVING CHEFS	
Serial Number:	88315332	CONFIDENCE EVERY PIECE, EVERY TIME.	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8208		
Email:	alana.hernandez@kattenlaw.com		
Correspondent Name:	ALANA HERNANDEZ C/O KATTEN MUCHIN		
Address Line 1:	525 W MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	ALANA HERNANDEZ		
SIGNATURE:	/ALANA HERNANDEZ/		
DATE SIGNED:	04/25/2019		

CH \$165.00 2456698

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 25th day of April, 2019, by Kabobs Acquisition, LLC a Georgia limited liability company formerly known as Kabobs Acquisition, Inc. (“**Grantor**”), in favor of NXT Capital, LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of March 27, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of March 27, 2019, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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

1. Incorporation of Collateral Agreement. The Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (other than any Excluded Property) (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

KABOBS ACQUISITION, LLC

By: 

Name: D. Scott Barnett

Title: Vice President and Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 006629 FRAME: 0083

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: 
Name: Dan Green
Title: Director

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
KABOBS, THE HORS D'OEUVRES SPECIALISTS	2456698	6/5/01	USPTO

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
KABOBS THE HORS D'OEUVRE SPECIALISTS	88334325	3/11/19	USPTO
KABOBS	88334527	3/11/19	USPTO
OAKSTOVE KITCHENS	88316116	2/26/19	USPTO
CHEFS SERVING CHEFS	88315301	2/25/19	USPTO
CONFIDENCE EVERY PIECE, EVERY TIME.	88315332	2/25/19	USPTO