

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EBY-BROWN COMPANY, LLC		05/17/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	1100 Abernathy Road		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3111779	ARCTIC SMOOTHIES	
Registration Number:	4047030	AROMA BAY CAFÉ	
Registration Number:	4516408	CAFE BEAN	
Registration Number:	4340286	CARDS FOR CASH	
Registration Number:	4294544	CATEGORY INSIGHTS	
Registration Number:	5054817	CATEGORY INSIGHTS	
Registration Number:	3755974	CITY STREET GRILL	
Registration Number:	5223657	CRISP ACRES	
Registration Number:	5402556	EBY SOURCE POINT 360	
Registration Number:	5424229	ESP 360	
Registration Number:	3518669	JAVA BEAN FRESH GROUND COFFEE	
Registration Number:	2957193	LIBERTY USA	
Registration Number:	2222583	MOM'S DELI	
Registration Number:	4629889	SAVORY CORNER CAFE	
Registration Number:	4345119	SMARTPROCESS	
Registration Number:	4345120	SMARTSTORE	
Registration Number:	5356489	SNACKS IN A SNAP	
Registration Number:	4460112	THE FRESH CHEF	

CH \$540.00 3111779

Property Type	Number	Word Mark
Registration Number:	4387426	TRUE CONVENIENCE
Registration Number:	3653499	WAKEFIELD SANDWICHES
Serial Number:	88306636	WAKEFIELD

CORRESPONDENCE DATA

Fax Number:

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: 6785537308
Email: bartlett@gtlaw.com
Correspondent Name: Greenberg Traurig, LLP
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Victoria Bartlett
SIGNATURE:	/s/ Victoria Bartlett
DATE SIGNED:	06/27/2019

Total Attachments: 6
source=04. PFG - EBY-BROWN JOINDER - GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS#page1.tif
source=04. PFG - EBY-BROWN JOINDER - GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS#page2.tif
source=04. PFG - EBY-BROWN JOINDER - GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS#page3.tif
source=04. PFG - EBY-BROWN JOINDER - GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS#page4.tif
source=04. PFG - EBY-BROWN JOINDER - GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS#page5.tif
source=04. PFG - EBY-BROWN JOINDER - GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS#page6.tif

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Grant of Security Interest in United States Trademarks (this “Agreement”), dated as of June 13, 2019, by and between EBY-BROWN COMPANY, LLC, a limited liability company formed under the laws of the State of Delaware (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Third Amended and Restated Credit Agreement dated as of May 17, 2019 (in such capacity, the “Grantee”).

WITNESSETH:

WHEREAS, the Grantor is party to the Third Amended and Restated Security Agreement dated as of May 17, 2019 (the “Security Agreement”), in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks of the Grantor including, without limitation, those items listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any Trademarks, applications in the United States Patent and Trademark Office to register Trademarks on the basis of any Grantor’s “intent to use” such Trademarks will not be deemed to be Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the

collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

[Continued on following page.]

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.

Very truly yours,

EBY-BROWN COMPANY, LLC

By: 

Name: Richard W. Wake

Title: President and Treasurer

[PFG—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006680 FRAME: 0568

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By: Kristy S. Loucks

Name: Kristy S. Loucks


Title: Senior Vice President

[PFG—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006680 FRAME: 0569

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Owner	Trademark	Registration No. or Serial No.
Eby-Brown Company, LLC	ARCTIC SMOOTHIES and Design 	3111779
Eby-Brown Company, LLC	AROMA BAY CAFÉ	4047030
Eby-Brown Company, LLC	CAFE BEAN and Design 	4516408
Eby-Brown Company, LLC	CARDS FOR CASH	4340286
Eby-Brown Company, LLC	CATEGORY INSIGHTS	4294544
Eby-Brown Company, LLC	CATEGORY INSIGHTS	5054817
Eby-Brown Company, LLC	CITY STREET GRILL	3755974
Eby-Brown Company, LLC	CRISP ACRES	5223657
Eby-Brown Company, LLC	EBY SOURCE POINT 360	5402556
Eby-Brown Company, LLC	ESP 360	5424229
Eby-Brown Company, LLC	JAVA BEAN FRESH GROUND COFFEE and Design 	3518669
Eby-Brown Company, LLC	LIBERTY USA	2957193
Eby-Brown Company, LLC	MOM'S DELI	2222583

Owner	Trademark	Registration No. or Serial No.
Eby-Brown Company, LLC	SAVORY CORNER CAFE	4629889
Eby-Brown Company, LLC	SMARTPROCESS	4345119
Eby-Brown Company, LLC	SMARTSTORE	4345120
Eby-Brown Company, LLC	SNACKS IN A SNAP	5356489
Eby-Brown Company, LLC	THE FRESH CHEF and Design 	4460112
Eby-Brown Company, LLC	TRUE CONVENIENCE	4387426
Eby-Brown Company, LLC (successor by merger to NewFreshCo Foods, LLC)	WAKEFIELD SANDWICHES	3653499
Eby-Brown Company, LLC (successor by merger to NewFreshCo Foods, LLC)	WAKEFIELD	88306636