

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529532

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PQ LICENSING SA		06/26/2019	Corporation: BELGIUM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KBC BANK NV		
<b>Street Address:</b>	Havenlaan 6		
<b>City:</b>	Brussels		
<b>State/Country:</b>	BELGIUM		
<b>Postal Code:</b>	1080		
<b>Entity Type:</b>	Naamloze Vennootschap (Nv): BELGIUM		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4644745	LE PAIN QUOTIDIEN	
<b>Registration Number:</b>	4780560	LE PAIN QUOTIDIEN	
<b>Registration Number:</b>	3178146	LE PAIN QUOTIDIEN	
<b>Registration Number:</b>	3298919	LE PAIN QUOTIDIEN	
<b>Registration Number:</b>	3241115	LE PAIN QUOTIDIEN	
<b>Registration Number:</b>	3671328	LE PAIN QUOTIDIEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123101659		
<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>			
<b>Phone:</b>	212 626 4557		
<b>Email:</b>	nyctrademarks@bakermckenzie.com		
<b>Correspondent Name:</b>	Lisa W. Rosaya		
<b>Address Line 1:</b>	452 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	10016220 - 50594137		
<b>NAME OF SUBMITTER:</b>	Lisa W. Rosaya		
<b>SIGNATURE:</b>	/LWR/		
<b>DATE SIGNED:</b>	06/27/2019		

CH \$165.00 4644745

**Total Attachments: 5**

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## Notice of Trademark Security Agreement

This NOTICE OF TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2019 (as it may be amended, supplemented or otherwise modified from time to time, this "**Notice of Security Agreement**"), is made by and between PQLICENSING SA, a société anonyme incorporated under Belgian law (the "**Grantor**"), with an address of Rue des Colonies 11, B-1000 Brussels, Belgium and registered with the Crossroads Bank for Enterprises (Kruispuntbank van Ondernemingen/Banque Carrefour des Entreprises) under number 0453.869.136, Belgium, in favor of KBC BANK NV, as security agent (in such capacity, together with its successors and assigns in such capacity, the "**Security Agent**"), with an address of Havenlaan 6, 1080 Brussels, Belgium.

### RECITALS

Grantor is a party to a Trademark Security Agreement, dated as of June 27, 2019 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and between the Grantor and the Security Agent, pursuant to which Grantor granted a security interest to the Security Agent in, inter alia, Grantor's Trademark Collateral (as defined below) and is required to execute and deliver this Notice of Security Agreement.

### AGREEMENT

Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Security Agent as follows:

#### 1. Defined terms

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

#### 2. Grant of security interest in Trademark Collateral

##### 2.1 Grant of security interest

Under the Security Agreement, Grantor granted to the Security Agent, for its benefit and the benefit of the Secured Parties, a security interest in and continuing lien on, all of Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located: the United States registered trademarks and trademark applications listed on Schedule A attached hereto; and all other trademarks, service marks, business names, trade names, designs, logos, indicia, and/or other source identifiers relating to the brand "Le Pain Quotidien", and any variations thereof, and the goodwill of the business relating thereto; and all common law and other rights in and to all of the foregoing (collectively, the "**Trademarks and Trade Names**"); the right to sue for all past, present and future infringements of any of the foregoing; and all proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on and rights arising out of, any of the foregoing (all of the foregoing, including the Trademarks and Trade Names, collectively, the "**Collateral**"). For the avoidance of doubt, the Collateral shall not include any trademarks, service marks, business names and trade names, designs, logos, indicia and/or other source and/or business identifiers and the goodwill of the business relating thereto, other than the Trademarks and Trade Names.

**3. Governing law**

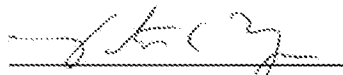
This Notice of Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

**4. Counterparts**

This Notice of Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Notice of Security Agreement by telecopy or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Notice of Security Agreement.

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

Grantor:  
PQ LICENSING SA

By:   
Name: Peter C. Neys  
Title: Authorized Signatory

Accepted and agreed:

KBC BANK NV, as Security Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

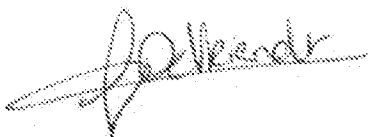
Accordingly, Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantor:  
PQ LICENSING SA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed:

KBC BANK NV, as Security Agent


By:   
Name: Fran De Vriendt  
Title: Agent Syndicated Loans

  
Nathalie Aelewaters  
Agent Syndicated Loans

## SCHEDULE A

### To Notice of Trademark Security Agreement

#### Registered trademarks

Company name held in	Mark	Registration number	Registration date
PQ Licensing SA	LE PAIN QUOTIDIEN	4644745	Nov. 25, 2014
PQ Licensing SA	LE PAIN QUOTIDIEN	4780560	July 28, 2015
PQ Licensing SA	LE PAIN QUOTIDIEN	3178146	Nov. 28, 2006
PQ Licensing SA	LE PAIN QUOTIDIEN	3298919	Sept. 25, 2007
PQ Licensing SA	LE PAIN QUOTIDIEN	3241115	May 15, 2007
PQ Licensing SA		3671328	August 25, 2009
PQ Licensing SA	LPQ	4686416	Feb. 17, 2015

#### Trademark applications

None.