

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARLO & JOHNNY'S LTD.		07/12/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45236		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4251528	CARLO & JOHNNY	
CORRESPONDENCE DATA			
Fax Number:	5139778141		
<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:	5139778503		
Email:	april.besl@dinsmore.com		
Correspondent Name:	April L. Besl		
Address Line 1:	255 E. 5th Street, Suite 1900		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	April L Besl		
SIGNATURE:	/april l besl/		
DATE SIGNED:	07/18/2019		
Total Attachments: 7			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“**Agreement**”), effective as of July 12, 2019, is made by CARLO & JOHNNY’S, LTD., an Ohio limited liability company, located 9769 Montgomery Road, Montgomery, Ohio 45242 (the “**Grantor**”), in favor of FIFTH THIRD BANK, an Ohio banking corporation, located at 38 Fountain Square Plaza, Cincinnati, Ohio 45236 (the “**Lender**”).

WITNESSETH

WHEREAS, Lender and an Affiliate of Grantor, Jeff Ruby Culinary Entertainment, Inc., an Ohio corporation (“**Borrower**”), have entered into that certain Credit Agreement, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to the Credit Agreement, the Lender has agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, of even date herewith, in favor of the Lender (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender for the benefit of the Lender a continuing security interest in all General Intangibles, consisting of certain trademarks, trade names, service marks, all applications relating to the foregoing, together with all goodwill and such other intellectual property rights in connection therewith (“**Trademarks**”), including the Trademark Collateral (as defined herein); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the

Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Exhibit A attached hereto) (collectively, the "**Trademark Collateral**"), to the Lender for the benefit of the Secured Party to secure payment, performance and observance of the Obligations.

SECTION 3. 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. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

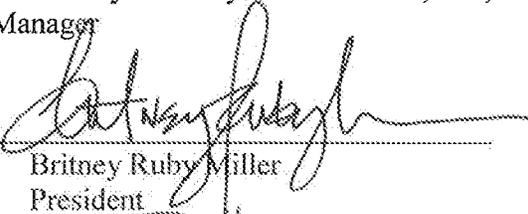
[Signature Pages Follow]

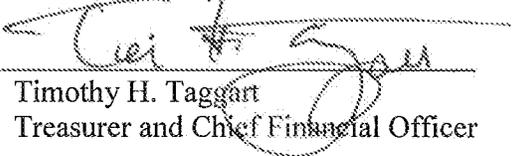
IN WITNESS WHEREOF, the Grantor and the Lender have executed this Grant of Security Interest in Trademark Rights as of the date first above written.

GRANTOR:

CARLO & JOHNNY'S, LTD.,
as Grantor

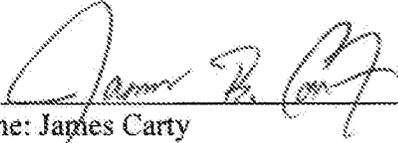
By: Jeff Ruby Culinary Entertainment, Inc.,
its Manager

By: 
Britney Ruby Miller
President

By: 
Timothy H. Taggart
Treasurer and Chief Financial Officer

LENDER:

FIFTH THIRD BANK,
as Lender

By: 
Name: James Carty
Title: Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006696 FRAME: 0899

ACKNOWLEDGEMENT OF GRANTOR

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

On the 12 day of July, 2019, before me personally came Britney Ruby Miller, who is personally known to me to be the President of JEFF RUBY CULINARY ENTERTAINMENT, INC., an Ohio corporation, acting in its capacity as Manager of CARLO & JOHNNY'S, LTD., an Ohio limited liability company; who, being duly sworn, did depose and say that she is the President of such corporation, the corporation described in and which executed the foregoing instrument in its capacity as Manager; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she acknowledged said instrument to be the free act and deed of said corporation, acting in such capacity.

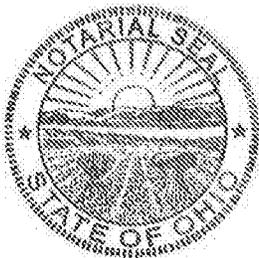


ALMA PAIGE JOHNSON
Notary Public, State of Ohio
My Commission Expires 02-14-2023

Alma Paige Johnson
Notary Public

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

On the 12 day of July, 2019, before me personally came Timothy H. Taggart, who is personally known to me to be the Treasurer and Chief Financial Officer of JEFF RUBY CULINARY ENTERTAINMENT, INC., an Ohio corporation, acting in its capacity as Manager of CARLO & JOHNNY'S, LTD., an Ohio limited liability company; who, being duly sworn, did depose and say that he is the Treasurer and Chief Financial Officer of such corporation, the corporation described in and which executed the foregoing instrument in its capacity as Manager; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation, acting in such capacity.



ALMA PAIGE JOHNSON
Notary Public, State of Ohio
My Commission Expires 02-14-2023

Alma Paige Johnson
Notary Public

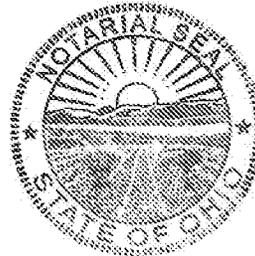
GRANTOR'S ACKNOWLEDGEMENT TO
TRADEMARK SECURITY AGREEMENT

ACKNOWLEDGEMENT OF LENDER

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

On the 27th day of July, 2019, before me personally came JAMES CARTY who is personally known to me to be the Vice President of FIFTH THIRD BANK; who, being duly sworn, did depose and say that he is the Vice President of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Whitney R Dransman
Notary Public

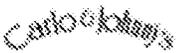


WHITNEY R. DRANSMAN
Notary Public, State of Ohio
My Commission Expires 02-16-2022

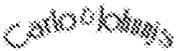
LENDER'S ACKNOWLEDGEMENT TO
TRADEMARK SECURITY AGREEMENT

EXHIBIT A

TRADEMARKS

Trademark	Registration Date	Registration Number
CARLO & JOHNNY	November 27, 2012	4251528
CARLO & JOHNNY (Stylized) 	April 2, 2001	OH 1220240

TRADEMARK APPLICATIONS

Trademark Application	Application Filing Date	Application Serial Number
CARLO & JOHNNY	January 31, 2012	85529502
CARLO & JOHNNY (Stylized) 	[January 15, 2001]	57900398