

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jack's Family Restaurants LP		08/19/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Agent		
Street Address:	100 S. Wacker Dr., 18th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	793082	JACK'S	
Registration Number:	973045	BIG JACK	
Registration Number:	1002373	JACK'S	
Registration Number:	2438488	EATATJACKS.COM	
Registration Number:	2624814	JACK'S EST. 1960	
Registration Number:	3966673	SHAKE IT UP	
Registration Number:	4111736	JACK'S GIVES BACK	
Registration Number:	4111738	JACK'S	
Registration Number:	4601404	FAN FUEL	
Registration Number:	5074722	ALL ABOUT THE SOUTH	
Registration Number:	5327770	JACK'S	
Registration Number:	5419830	ALL ABOUT THE BISCUIT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		

OP \$315.00 793082

Address Line 4:	Los Angeles, CALIFORNIA 90071-1560
ATTORNEY DOCKET NUMBER:	053644-0220
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	08/19/2019
Total Attachments: 5 source=Crimson - Notice of Grant of Trademark Executed#page1.tif source=Crimson - Notice of Grant of Trademark Executed#page2.tif source=Crimson - Notice of Grant of Trademark Executed#page3.tif source=Crimson - Notice of Grant of Trademark Executed#page4.tif source=Crimson - Notice of Grant of Trademark Executed#page5.tif	

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of August 19, 2019, made by Jack's Family Restaurants LP, a Delaware limited partnership (the "Grantor"), in favor of GOLUB CAPITAL MARKETS LLC, as Administrative Agent and Collateral Agent (the "Agent") for the Lenders that are parties to the Credit Agreement, dated as of August 19, 2019, by and among BJH Holdings II Corp., BJH Holdings III Corp. (the "Borrower"), the Lenders and the Administrative Agent (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed, among other things, to make loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, the Borrower and the other parties thereto have executed and delivered a Guarantee and Collateral Agreement, dated as of August 19, 2019, in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Agent, subject to existing licenses to use the Copyrights, Patents, Trademarks and Trade Secrets granted by Grantor in the ordinary course of business, to the Agent for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; 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, the Grantor agrees as follows:

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/or the Guarantee and Collateral Agreement, as applicable.

2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement and existing licenses to use the Copyrights, Patents, Trademarks and

Trade Secrets granted by Grantor in the ordinary course of business) and to all Trademarks owned by such Grantor, including without limitation those Trademarks set forth on Schedule 1 hereto and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Obligations; provided, however, that no security interest is granted in any Excluded Assets.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

6. Governing Law. This Agreement and the rights and obligations of the Parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the Law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the Laws of another jurisdiction.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JACK'S FAMILY RESTAURANTS LP

By: 
Name: William Matthew Callatin
Title: Treasurer & Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006723 FRAME: 0221

GOLUB CAPITAL MARKETS LLC, as Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

[Signature Page to Notice and Confirmation of Grant of
Security Interest in Trademarks]

TRADEMARK
REEL: 006723 FRAME: 0222

Schedule 1 to
Notice and Confirmation of Grant of
Security Interest in Trademarks

TRADEMARK REGISTRATIONS

Mark	Reg. Number	Reg. Date
JACK'S	0793082	07/20/1965
BIG JACK	0973045	11/13/1973
JACK'S	1002373	01/21/1975
EATATJACKS.COM	2438488	03/27/2001
JACK'S EST. 1960	2624814	09/24/2002
SHAKE IT UP	3966673	05/24/2011
JACK'S GIVES BACK	4111736	03/13/2012
JACK'S	4111738	03/13/2012
FAN FUEL	4601404	09/09/2014
ALL ABOUT THE SOUTH	5074722	11/01/2016
JACK'S	5327770	11/07/2017
ALL ABOUT THE BISCUIT	5419830	03/06/2018