

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM537501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORMS RESTAURANTS, LLC		08/21/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, as Collateral Agent		
Street Address:	222 South Riverside Plaza		
Internal Address:	MD GRVR0B		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4658288	WHERE LIFE HAPPENS	
Registration Number:	3969950	BIGGER BETTER BREAKFAST	
Registration Number:	5349974	NORMS	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	422311.000443		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	08/21/2019		

OP \$90.00 4658288

Total Attachments: 5

source=TSA - Norms Restaurants, LLC to Fifth Third Bank, as Collateral Agent#page1.tif

source=TSA - Norms Restaurants, LLC to Fifth Third Bank, as Collateral Agent#page2.tif

source=TSA - Norms Restaurants, LLC to Fifth Third Bank, as Collateral Agent#page3.tif

source=TSA - Norms Restaurants, LLC to Fifth Third Bank, as Collateral Agent#page4.tif

source=TSA - Norms Restaurants, LLC to Fifth Third Bank, as Collateral Agent#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “Trademark Security Agreement”), dated as of August 21, 2019, is made by NORMS RESTAURANTS, LLC, a Delaware limited liability company (the “Grantor”), in favor of FIFTH THIRD BANK, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “Collateral Agent”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of August 21, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full in cash of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “Trademark Collateral”); provided, that “Trademark Collateral” shall not include, and the Security Interest shall not attach to, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that, after such filing and acceptance, such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) solely to the extent that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of or any registration that issues from such intent to use application under federal law, or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

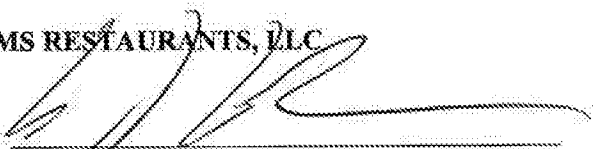
[Remainder Of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

GRANTOR:

NORMS RESTAURANTS, LLC

By:


Name: Michael Colonna
Title: President & CEO

Accepted and Agreed:

FIFTH THIRD BANK,
as Collateral Agent

By:

Name:
Title:

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

GRANTOR:

NORMS RESTAURANTS, LLC

By: _____

Name: _____

Title: _____

Accepted and Agreed:

FIFTH THIRD BANK,
as Collateral Agent

By: _____

Name: Jeff P. Poe

Title: Vice President

SCHEDULE A

TRADEMARKS AND LICENSES

United States Federally Registered Trademarks

Norms Restaurants, LLC

(Delaware Limited Liability Company)

U.S. Trademark

Trademark Registration

Mark	Reg. No.	Reg. Date
Where Life Happens	4658288	12/23/2014
Bigger Better Breakfast	3969950	05/31/2011
NORMS	5349974	12/05/2017

Schedule A to Trademark Security Agreement (Norms Restaurants, LLC)

CHAR2\2181414v3

RECORDED: 08/21/2019

TRADEMARK
REEL: 006725 FRAME: 0299