

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM542017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHOPSHOP HOLDINGS, LLC		09/23/2019	Limited Liability Company: DELAWARE
CHOPSHOP ARIZONA, LLC		09/23/2019	Limited Liability Company: DELAWARE
CHOPSHOP TEXAS, LLC		09/23/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BBVA USA
Street Address:	2850 E. Camelback Road
Internal Address:	Suite 140
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85016
Entity Type:	Corporation: ALABAMA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5455186	FEEL GOOD FOOD
Registration Number:	5408798	FUEL YOUR WELL-BEING
Registration Number:	5383642	ORIGINAL CHOPSHOP
Registration Number:	5383641	ORIGINAL CHOPSHOP JUST FEEL GOOD FOOD
Registration Number:	5260225	JUST FEEL GOOD FOOD
Registration Number:	5241444	FOOD FOR EVERY/BODY
Registration Number:	4776995	CHOPSHOP
Registration Number:	4517422	FRESH CRAFT CUISINE
Registration Number:	4501258	HEALTHY CRAFT CUISINE
Registration Number:	4602252	ORIGINAL CHOPSHOP CO. HEALTHY CRAFT CUIS
Serial Number:	88368943	FAST FUEL

CORRESPONDENCE DATA

Fax Number: 4023461148

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.

OP \$290.00 5455186

Phone: 402-346-6000
Email: bridget.stuhr@kutakrock.com
Correspondent Name: Bridget M Stuhr
Address Line 1: 1650 Farnam Street
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Bridget M Stuhr
---------------------------	-----------------

SIGNATURE:	/Bridget M Stuhr/
-------------------	-------------------

DATE SIGNED:	09/23/2019
---------------------	------------

Total Attachments: 5

source=Short-Form Intellectual Property Security Agreement#page1.tif
source=Short-Form Intellectual Property Security Agreement#page2.tif
source=Short-Form Intellectual Property Security Agreement#page3.tif
source=Short-Form Intellectual Property Security Agreement#page4.tif
source=Short-Form Intellectual Property Security Agreement#page5.tif

SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is made and entered into as of September 23, 2019 by CHOPSHOP HOLDINGS, LLC, a Delaware limited liability company, CHOPSHOP ARIZONA, LLC, a Delaware limited liability company, and CHOPSHOP TEXAS, LLC, a Delaware limited liability company (collectively, "*Debtor*"), and BBVA USA, an Alabama banking corporation f/k/a Compass Bank (the "*Lender*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date of this Agreement among Debtor and Lender (the "*Credit Agreement*"), Lender has agreed to make certain loans to Debtor (collectively, the "*Loans*"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Loan Documents, Debtor and Lender have agreed to enter into this Agreement to further evidence the grant of the security interests in such Debtor's Intellectual Property to Lender and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Lender hereby agrees as follows:

Section 1. *Security Interest.* Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Lender, a security interest in and lien upon all of such Debtor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached *Exhibit A*, and any and all goodwill of such Debtor connected with the use of and symbolized by the trademarks.

Section 2. *Grant of License.* Subject to the terms and conditions of the Credit Agreement, each Debtor hereby grants to Lender, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Debtor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Debtor, including, without limitation, the trademarks listed on the attached *Exhibit A*, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Lender's security interest in the Collateral.

Section 3. *Incorporation by Reference; Filing Purposes Only.* All of the terms and provisions of the Credit Agreement are incorporated by reference into this Agreement. This Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property

made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

DEBTOR:

CHOPSHOP HOLDINGS, LLC, a Delaware limited liability company

By: Jason C. Morgan
Jason C. Morgan
Its Chief Executive Officer

CHOPSHOP ARIZONA, LLC, a Delaware limited liability company, and
CHOPSHOP TEXAS, LLC, a Delaware limited liability company


By: Hargett Hunter Capital Partners, LLC, Its Manager,
for and on behalf of, each of the above entities

By: Jason C. Morgan
Jason C. Morgan
Its Manager

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

LENDER:

BBVA USA, an Alabama banking corporation f/k/a Compass
Bank

By: 
Name: Mike RHYMER
Title: Senior Vice President

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A
INTELLECTUAL PROPERTY

Intellectual Property owned or licensed by Debtor:

I. Federal Registered Marks

Trademark	Trademark Owner Name	Federal Reg. No.	Serial No.
Feel Good Food	ChopShop Holdings, LLC	5455186	87536111
Fuel Your Well-Being	ChopShop Holdings, LLC	5408798	87317348
Original ChopShop	ChopShop Holdings, LLC	5383642	87268115
Original ChopShop Just Feel Good Food	ChopShop Holdings, LLC	5383641	87268101
Just Feel Good Food	ChopShop Holdings, LLC	5260225	87268138
Food For Every/Body	ChopShop Holdings, LLC	5241444	87268129
ChopShop	ChopShop Holdings, LLC	4776995	86466159
Fresh Craft Cuisine	ChopShop Holdings, LLC	4517422	86026630
Healthy Craft Cuisine	ChopShop Holdings, LLC	4501258	86026625
Original Chopshop Co. Healthy Craft Cuisine	ChopShop Holdings, LLC	4602252	85826995
Fast Fuel	ChopShop Holdings, LLC	n/a	88368943

II. State Registered Marks

Trademark	Trademark Owner	State Reg. No.
None.	None.	None.