

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546713

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TM Restaurant Group LLC		10/25/2019	Limited Liability Company: DELAWARE
MacDaddy, LLC		10/25/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	245 Peachtree Center Ave., NE
Internal Address:	17th Floor, Mail Code: GA-ATLANTA-3707
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	Georgia Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4441390	SECRET STASH BASH
Registration Number:	4476848	SOUTHERN HOME BREWER'S CHALLENGE
Registration Number:	4437789	SOUTHERN HOME BREWER'S CHALLENGE
Registration Number:	4770180	EST. 1979
Registration Number:	4642449	T.MAC
Registration Number:	4597844	BREWU
Registration Number:	3196035	TACO MAC BUFFALO WINGS DRAUGHT EST. 1979
Registration Number:	3838977	BREWNIVERSITY
Registration Number:	1584076	TACO MAC

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4045723401

Email: ssheesley@kslaw.com

Correspondent Name: Steven Sheesley

CH \$240.00 4441390

Address Line 1: 1180 Peachtree Street NE
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 52990.515156

NAME OF SUBMITTER: Steven Sheesley

SIGNATURE: //Steven Sheesley//

DATE SIGNED: 10/25/2019

Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2019 (this “Trademark Security Agreement”), is made by TM RESTAURANT GROUP LLC, a Delaware limited liability company (“TM Restaurant”) and MACDADDY, LLC, a Delaware limited liability company (“MacDaddy” and, collectively with TM Restaurant, the “Grantors”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Creditors (as defined in the Security Agreement referred to below).

WHEREAS, TM Restaurant (the “Borrower”), MacDaddy, the other guarantors from time to time party thereto, the lenders from time to time party thereto, and the Administrative Agent have entered into that certain Credit Agreement, dated as of October 25, 2019 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including MacDaddy, have entered into the Security Agreement, dated as of October 25, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Creditors; and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby pledge, assign and transfer to the Administrative Agent for the benefit of the Secured Creditors, and grant to the Administrative Agent for the benefit of the Secured Creditors a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its trademarks referred to on Schedule I hereto; *provided, however*, that the foregoing grant of security interest will only cover United States “intent to use” trademark applications for which a verified statement of use or an amendment to allege use has been filed with and accepted by the United States Patent and Trademark Office;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Grantors Remain Liable.** The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and trademark licenses subject to a security interest hereunder.

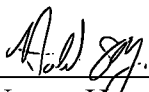
Section 5 **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without giving effect to the conflict of law principles thereof).

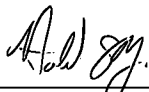
IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

TM RESTAURANT GROUP LLC

By: 
Name: Harold Martin
Title: Vice President



MACDADDY, LLC

By: 
Name: Harold Martin
Title: Vice President

SCHEDULE I

Trademarks

A. REGISTERED TRADEMARKS

Mark	Applicati on Number	Applicati on Date	Registrati on Number	Registrati on Date	Owner/Comp any
SECRET STASH BA	8579491 1	12/5/201 2	4441390	11/26/201 3	TM Restaurant Group LLC
SOUTHERN HOME BREW CHALLENGE	8576794 7	10/31/20 12	4476848	2/4/2014	TM Restaurant Group LLC
SOUTHERN HOME BREW CHALLENGE	8598017 1	10/31/20 12	4437789	11/19/201 3	TM Restaurant Group LLC
	8630148 0	6/5/2014	4770180	7/7/2015	MacDaddy, LLC
T.MAC	8610624 2	10/30/20 13	4642449	11/18/201 4	MacDaddy, LLC
BREWU	8576796 1	10/31/20 12	4597844	9/2/2014	MacDaddy, LLC
TACOMAC 	7868587 3	8/4/2005	3196035	1/9/2007	MacDaddy, LLC
BREWNIVERSI	7775881 8	6/12/200 9	3838977	8/24/2010	MacDaddy, LLC
[TYPED WORD MARK] TACO MAC	7378710 9	3/13/198 9	1584076	2/20/1990	MacDaddy, LLC

B. TRADEMARK APPLICATIONS

None.