

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIMPLY SOUTHERN RESTAURANT GROUP, LLC		11/25/2019	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Golub Capital LLC		
Street Address:	100 South Wacker Drive, 18th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3725129	THE CHICKEN SALAD CHICK	
Registration Number:	4205558	A SIMPLE CONCEPT, A SUPERB EXPERIENCE	
Registration Number:	4310357	CHICKEN SALAD CHICK	
Registration Number:	4831236	CRAVINGCREDITS	
Registration Number:	4931657	QUICK CHICK	
Registration Number:	5183388	LITTLE CHICKS	
Registration Number:	5183389	LITTLE CHICKS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Al Lucia		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	38263-015		
NAME OF SUBMITTER:	Al Lucia		

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SIGNATURE:	/Al Lucia/
DATE SIGNED:	11/25/2019
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

GRANT OF

SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Trademark Security Agreement**”), effective as of November 25, 2019 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of Golub Capital LLC, a Delaware limited liability company (“**Golub**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 25, 2019, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among SSRG Holdings, LLC, a Georgia limited liability company, as the borrower (the “**Borrower**”), BA CSC Intermediate Holdings, LLC, a Delaware limited liability company (“**Holdings**”), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and Golub, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of November 25, 2019, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Trademark Security Agreement.

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

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Trademark Security Agreement has been executed and delivered by each 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 Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge 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 Trademark Security Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the occurrence of the Termination Date. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Trademark Security 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.

SECTION 7. **GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto 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.

SIMPLY SOUTHERN RESTAURANT GROUP, LLC,
an Alabama limited liability company,
as Grantor

By: 

Name: David Ostrander

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED:

GOLUB CAPITAL LLC,
as Collateral Agent

By: _____


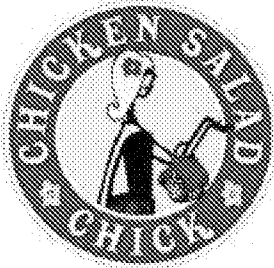
A handwritten signature in black ink, appearing to read 'Robert G. Tuchscherer', written over a horizontal line.

Name: Robert G. Tuchscherer

Title: Managing Director

SCHEDULE A

U.S. Trademarks and Applications

Trademark	Jurisdiction	Registration #	Status	Owner
	United States	3725129	Registered / Active	Simply Southern Restaurant Group, LLC
A Simple Concept, A Superb Experience	United States	4205558	Registered / Active	Simply Southern Restaurant Group, LLC
	United States	4310357	Registered / Active	Simply Southern Restaurant Group, LLC
CravingCredits	United States	4831236	Registered / Active	Simply Southern Restaurant Group, LLC
Quick Chick	United States	4931657	Registered / Active	Simply Southern Restaurant Group, LLC
Little Chicks	United States	5183388	Registered / Active	Simply Southern Restaurant Group, LLC

Trademark	Jurisdiction	Registration #	Status	Owner
<i>little chicks</i>	United States	5183389	Registered / Active	Simply Southern Restaurant Group, LLC