

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
K2 Restaurants, Inc.		11/22/2019	Corporation: FLORIDA
Marketplace Breakfast, Inc.		11/22/2019	Corporation: FLORIDA
Keke's Cortez Inc.		11/22/2019	Corporation: FLORIDA
Keke's Lakewood Ranch Inc.		11/22/2019	Corporation: FLORIDA
K2 Retail Inc.		11/22/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	First Horizon Bank		
Street Address:	17851 N. 85th Street, Suite 155		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3796963	KEKE'S	
Registration Number:	4651838	KEKE'S BREAKFAST CAFE	
Registration Number:	4963656	KEKE'S BREAKFAST CAFE	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	602-382-6000		
Email:	sschahn@swlaw.com		
Correspondent Name:	Snell & Wilmer L.L.P.		
Address Line 1:	400 E. Van Buren St.		
Address Line 4:	Phoenix, ARIZONA 85004-2202		
ATTORNEY DOCKET NUMBER:	71982.00052		
NAME OF SUBMITTER:	Scott A. Schahn		
SIGNATURE:	/Scott A. Schahn/		

CH \$90.00 3796963

DATE SIGNED:	12/13/2019
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 22, 2019 (this "Agreement"), among each of the signatories hereto (collectively, the "Grantors") and FIRST HORIZON BANK ("Lender").

Reference is made to (a) the Loan Agreement dated as of November 22, 2019 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between K2 RESTAURANTS, INC., a Florida corporation, MARKETPLACE BREAKFAST, INC., a Florida corporation, KEKE'S CORTEZ INC., a Florida corporation, KEKE'S LAKEWOOD RANCH INC., a Florida corporation, and K2 RETAIL INC., a Florida corporation (collectively, "Borrower"), and Lender and (b) the Collateral Agreement dated as of November 22, 2019 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Borrower, the other grantors party thereto and Lender. Lender has agreed to extend credit to Borrower subject to the terms and conditions set forth in the Loan Agreement. Each Grantor is a Borrower or is an Affiliate of Borrower and is willing to execute and deliver this Agreement in order to induce Lender to make the Credit Facilities. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Loan Agreement, as applicable. The rules of construction specified in Section 1.1 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to Lender, its successors and assigns, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by such Grantor (including all goodwill associated therewith), including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to Lender herein is granted in furtherance, and not in limitation, of the security interests granted to Lender pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and Lender shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

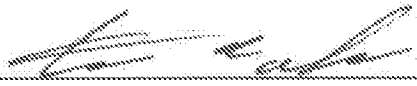
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

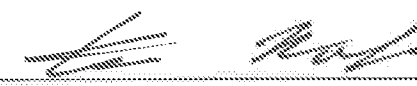
K2 RESTAURANTS, INC., a Florida corporation

By: 
Keith Mahen, Vice President

MARKETPLACE BREAKFAST, INC., a Florida corporation

By: 
Keith Mahen, Vice President

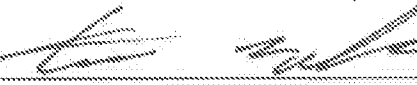
KEKE'S CORTEZ INC., a Florida corporation

By: 
Keith Mahen, Vice President

KEKE'S LAKEWOOD RANCH INC., a Florida corporation

By: 
Keith Mahen, Vice President

K2 RETAIL INC., a Florida corporation

By: 
Keith Mahen, Vice President

KEKE'S BUTLER NORTH LLC, a Florida limited liability company

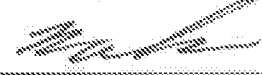
By: 
Keith Mahen, Manager

Signature Page to Trademark Security Agreement

KEKE'S STRAND LLC, a Florida limited liability company

By:  
Keith Mahen, Manager

KEKE'S WEST TENNESSEE STREET LLC, a Florida limited liability company

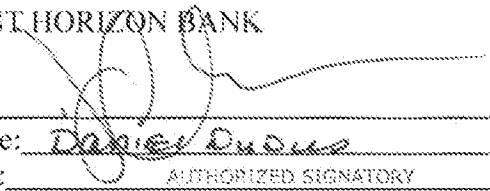
By:  
Keith Mahen, Manager

KEKE'S DURBIN PARK LLC, a Florida limited liability company

By:  
Keith Mahen, Manager

Signature Page to Trademark Security Agreement

FIRST HORIZON BANK

By: 

Name: Daniel Dudas

Title: AUTHORIZED SIGNATORY



Signature Page to Trademark Security Agreement

4816-0028-4843

TRADEMARK
REEL: 006815 FRAME: 0585

SCHEDULE I

TRADEMARK COLLATERAL

Entity	Trademark or other IP	Application No. / Registration No.	Filing Date / Registration Date	Status
K2 Restaurants, Inc.	KEKE'S	77/674,673 3,796,963	02/20/2009 06/01/2010	Registered
K2 Restaurants, Inc.		86/195,071 4,651,838	02/16/2014 12/09/2014	Registered
K2 Restaurants, Inc.		86/754,248 4,963,656	09/11/2015 05/24/2016	Registered