

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554711

|                                       |  |                               |                         |
|---------------------------------------|--|-------------------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>               | NEW ASSIGNMENT   |                               |                         |
| <b>NATURE OF CONVEYANCE:</b>          | Notice of Grant of Back-Up Security Interest in Trademarks |                               |                         |
| <b>CONVEYING PARTY DATA</b>           |  |                               |                         |
| <b>Name</b>                           | <b>Formerly</b>  | <b>Execution Date</b>         | <b>Entity Type</b>      |
| Jersey Mike's Franchise Systems, Inc. |  | 12/23/2019                    | Corporation: NEW JERSEY |
| <b>RECEIVING PARTY DATA</b>           |  |                               |                         |
| <b>Name:</b>                          | A Sub Above, LLC   |                               |                         |
| <b>Street Address:</b>                | 2251 Landmark Place, Building B                            |                               |                         |
| <b>City:</b>                          | Manasquan  |                               |                         |
| <b>State/Country:</b>                 | NEW JERSEY   |                               |                         |
| <b>Postal Code:</b>                   | 08736  |                               |                         |
| <b>Entity Type:</b>                   | Limited Liability Company: DELAWARE                        |                               |                         |
| <b>PROPERTY NUMBERS Total: 16</b>     |  |                               |                         |
| <b>Property Type</b>                  | <b>Number</b>  | <b>Word Mark</b>              |                         |
| <b>Registration Number:</b>           | 5608015  | A PERFORMANCE ABOVE           |                         |
| <b>Registration Number:</b>           | 5286534  | A SUB ABOVE                   |                         |
| <b>Registration Number:</b>           | 4766065  | A SUB ABOVE                   |                         |
| <b>Registration Number:</b>           | 5613745  | BE A SUB ABOVE                |                         |
| <b>Registration Number:</b>           | 1993656  | JERSEY MIKE'S                 |                         |
| <b>Registration Number:</b>           | 5433494  | JERSEY MIKE'S DAY OF GIVING   |                         |
| <b>Registration Number:</b>           | 3893354  | JERSEY MIKE'S SUBS            |                         |
| <b>Registration Number:</b>           | 3142020  | JERSEY MIKE'S SUBS SINCE 1956 |                         |
| <b>Registration Number:</b>           | 5718119  | JERSEY MIKE'S SURF            |                         |
| <b>Registration Number:</b>           | 4042034  | MIKE'S WAY                    |                         |
| <b>Registration Number:</b>           | 5908610  | MYMIKES                       |                         |
| <b>Registration Number:</b>           | 5580610  | SHORE POINTS                  |                         |
| <b>Registration Number:</b>           | 4298281  | SUB IN A TUB                  |                         |
| <b>Registration Number:</b>           | 5612815  | SUBTECH                       |                         |
| <b>Serial Number:</b>                 | 88587514   | SUMMER OF SUBS                |                         |
| <b>Serial Number:</b>                 | 88696141   | THE JUICE                     |                         |
| <b>CORRESPONDENCE DATA</b>            |  |                               |                         |
| <b>Fax Number:</b>                    |  |                               |                         |

CH \$415.00 5608015

TRADEMARK

**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:** 212-819-2655  
**Email:** iprecordations@whitecase.com  
**Correspondent Name:** Peter Giovine/White & Case LLP  
**Address Line 1:** 1221 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10020

|                                |                   |
|--------------------------------|-------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 1185992-0002-BC15 |
| <b>NAME OF SUBMITTER:</b>      | Peter Giovine     |
| <b>SIGNATURE:</b>              | /Peter Giovine/   |
| <b>DATE SIGNED:</b>            | 12/23/2019        |

**Total Attachments: 4**

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## **NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of December 23, 2019 by Jersey Mike’s Franchise Systems, Inc., a New Jersey corporation located at 2251 Landmark Place, Manasquan, NJ 08736 (“Grantor”), in favor of A Sub Above, LLC, a Delaware limited liability company located at 2251 Landmark Place, Building B, Manasquan, NJ 08736 (“Secured Party”) (collectively referred to as the “Parties”). Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement (as defined below).

WHEREAS, Grantor is the owner of the U.S. trademark registrations and trademark applications included in the Contributed Securitized Assets, including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the “Trademarks”); and

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof (the “Agreement”), solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Securitized Assets under the Agreement does not constitute a valid contribution or absolute transfer of the Contributed Securitized Assets in accordance therewith, Grantor has granted a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under such Contributed Securitized Assets whether now owned or hereafter acquired, including the Trademarks included therein and the goodwill connected with the use of or symbolized by such Trademarks, and all products and Proceeds of the foregoing, and the right to bring an action at law or in equity for any past, present or future infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds (including, for clarity, license fees and royalties) relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreement does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan, to secure such a loan in the aggregate value of the Contributed Securitized Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, and solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Securitized Assets hereunder does not constitute a valid contribution or absolute transfer of the Contributed Securitized Assets in accordance therewith, Grantor hereby grants (and the Secured

Party hereby accepts and receives) a security interest in favor of the Secured Party in all of Grantor's right, title and interest in, to and under the Trademark Collateral now owned or hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, cancelled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in, to and under the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.
2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.
3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).
4. This Notice may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

JERSEY MIKE'S FRANCHISE SYSTEMS, INC.,  
a New Jersey corporation, as Grantor

By:   
Name: Peter Cancro  
Title: Chief Executive Officer

A SUB ABOVE, LLC,  
a Delaware limited liability company, as Secured  
Party

By:   
Name: Peter Cancro  
Title: Chief Executive Officer

*Signature Page to Notice of Grant of Back-Up Security Interest in Trademarks*

## Schedule 1

### Trademarks

| <u>Trademark</u>   | <u>Application No.</u> | <u>Filing Date</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|--|------------------------|--------------------|-------------------------|--------------------------|
| A PERFORMANCE ABOVE  | 87/518465              | 06-Jul-2017        | 5608015                 | 13-Nov-2018              |
| A SUB ABOVE  | 86/137316              | 06-Dec-2013        | 5286534                 | 12-Sep-2017              |
| A SUB ABOVE  | 86/976253              | 06-Dec-2013        | 4766065                 | 30-Jun-2015              |
| BE A SUB ABOVE   | 87/976839              | 06-Sep-2017        | 5613745                 | 20-Nov-2018              |
| JERSEY MIKE'S  | 75/002269              | 06-Oct-1995        | 1993656                 | 13-Aug-1996              |
| JERSEY MIKE'S DAY OF GIVING  | 87/598385              | 06-Sep-2017        | 5433494                 | 27-Mar-2018              |
| JERSEY MIKE'S SUBS<br>            | 85/027745              | 30-Apr-2010        | 3893354                 | 21-Dec-2010              |
| JERSEY MIKE'S SUBS SINCE 1956<br> | 78/733456              | 14-Oct-2005        | 3142020                 | 12-Sep-2006              |
| JERSEY MIKE'S SURF<br>           | 87/004350              | 18-Apr-2016        | 5718119                 | 02-Apr-2019              |
| MIKE'S WAY   | 85/276018              | 24-Mar-2011        | 4042034                 | 18-Oct-2011              |
| MYMIKES  | 87/451917              | 16-May-2017        | 5908610                 | 12-Nov-2019              |
| SHORE POINTS   | 87/826412              | 08-Mar-2018        | 5580610                 | 09-Oct-2018              |
| SUB IN A TUB   | 85/702750              | 14-Aug-2012        | 4298281                 | 05-Mar-2013              |
| SUBTECH  | 87/451995              | 16-May-2017        | 5612815                 | 20-Nov-2018              |
| SUMMER OF SUBS   | 88/587514              | 21-Aug-2019        |                         |                          |
| The Juice  | 88/696141              | 18-Nov-2019        |                         |                          |