

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A Sub Above, LLC		12/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5608015	A PERFORMANCE ABOVE	
Registration Number:	5286534	A SUB ABOVE	
Registration Number:	4766065	A SUB ABOVE	
Registration Number:	5613745	BE A SUB ABOVE	
Registration Number:	1993656	JERSEY MIKE'S	
Registration Number:	5433494	JERSEY MIKE'S DAY OF GIVING	
Registration Number:	3893354	JERSEY MIKE'S SUBS	
Registration Number:	3142020	JERSEY MIKE'S SUBS SINCE 1956	
Registration Number:	5718119	JERSEY MIKE'S SURF	
Registration Number:	4042034	MIKE'S WAY	
Registration Number:	5908610	MYMIKES	
Registration Number:	5580610	SHORE POINTS	
Registration Number:	4298281	SUB IN A TUB	
Registration Number:	5612815	SUBTECH	
Serial Number:	88587514	SUMMER OF SUBS	
Serial Number:	88696141	THE JUICE	
CORRESPONDENCE DATA			
Fax Number:			

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

ATTORNEY DOCKET NUMBER:	1185992-0002-BC15
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NAME OF SUBMITTER:	Peter Giovine
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SIGNATURE:	/Peter Giovine/
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DATE SIGNED:	12/23/2019
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Total Attachments: 4

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of December 23, 2019, by A SUB ABOVE, LLC, a Delaware limited liability company located at 2251 Landmark Place, Building B, Manasquan, NJ 08736 (“Grantor”), in favor of CITIBANK, N.A., a national banking association (“Citibank”), as trustee, located at 388 Greenwich Street, New York, NY 10013 (“Trustee”).

WHEREAS, Grantor is the owner of the Trademarks (as such term is defined in the Indenture (as defined below)) included in the Collateral (as such term is defined in the Guarantee and Collateral Agreement (as defined below)), including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the “Secured Trademarks”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of December 23, 2019, by and among (i) Grantor, (ii) A Sub Above, LLC, a Delaware limited liability company, (iii) JM’75, LLC, a Delaware limited liability company and (iv) JM SPV Guarantor, LLC, a Delaware limited liability company, each as a Guarantor, in favor of the Trustee (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including, without limitation, the Secured Trademarks and the goodwill connected with the use of or symbolized by the Secured Trademarks, 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 relating thereto, and, to the extent not otherwise included, all payments, proceeds, license fees, royalties, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 5.3 of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee 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, to and under the Trademark Collateral granted under the Guarantee and Collateral Agreement.

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 Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time 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. § 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. § 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.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of December 23, 2019, by and among Jersey Mike’s Funding, LLC, a Delaware limited liability company, as Master Issuer, and Citibank, as Trustee and Securities Intermediary (as amended, supplemented or otherwise modified from time to time, the “Indenture”).

1. The parties intend that this Notice is for recordation, and as applicable, perfection, purposes. The security interests granted pursuant to this Notice are granted in furtherance, and not in limitation, of the security interests granted to the Trustee pursuant to the Indenture and the Guarantee and Collateral Agreement and the terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee'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 in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee 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 Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

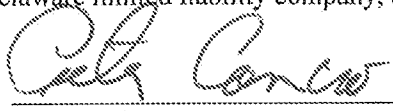
3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

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 one and the same agreement.

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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

A SUB ABOVE, LLC,
a Delaware limited liability company, as Grantor

By: 
Name: Peter Cancro
Title: Chief Executive Officer

Signature Page to Notice of Grant of 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 	85/027745	30-Apr-2010	3893354	21-Dec-2010
JERSEY MIKE'S SUBS SINCE 1956 	78/733456	14-Oct-2005	3142020	12-Sep-2006
JERSEY MIKE'S SURF 	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		