

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment and Confirmation of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JTM PROVISIONS COMPANY, INC.		01/15/2020	Corporation:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88190481	CRAFT HOUSE CREATIONS	
Serial Number:	88191779	CRAFT HOUSE CREATIONS	
Serial Number:	76523877	JTM	
Serial Number:	88563147	MY WAY CAFE	
Serial Number:	76595737	THE BRAND YOU CAN COUNT ON	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165665791		
Email:	Jennifer.Hardy@thompsonhine.com		
Correspondent Name:	Ben Schallip, Esq.		
Address Line 1:	312 Walnut Street 14th Floor		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Ben Schallip		
SIGNATURE:	/s/ Ben Schallip		
DATE SIGNED:	01/16/2020		
Total Attachments: 7			
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AMENDMENT AND CONFIRMATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDMENT AND CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of the 15th day of January, 2020 between JTM PROVISIONS COMPANY, INC., an Ohio corporation ("Borrower"), and KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (the "Administrative Agent"), for the benefit of the Lenders, as hereinafter defined.

WHEREAS, Borrower, the Lenders party thereto and the Administrative Agent entered into that certain Credit and Security Agreement, dated as of December 22, 2016 (the "Original Credit Agreement");

WHEREAS, Borrower is entering into that certain Amended and Restated Credit Agreement, dated January 15, 2020, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the "Lenders" and, individually, each a "Lender"), and Administrative Agent (as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement");

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement;

WHEREAS, pursuant to the Original Credit Agreement, Borrower executed and delivered to the Administrative Agent that certain Intellectual Property Security Agreement, dated as of December 22, 2016, wherein Borrower granted to the Administrative Agent, for the benefit of the lenders referenced therein, a security interest in all of Borrower's intellectual property as security for the Secured Obligations, as defined in the Original Credit Agreement (as amended, the "IP Agreement");

WHEREAS, the Credit Agreement amends and restates in its entirety the Original Credit Agreement and, upon the effectiveness of the Credit Agreement, the IP Agreement shall secure the Secured Obligations, as defined in the Credit Agreement;

NOW THEREFORE, in consideration of each financial accommodation granted to Borrower by Administrative Agent and Lenders and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower hereby agrees as follows:

1. Amendments to IP Security Agreement.

Amendment to Schedule 1. The IP Security Agreement is hereby amended to delete Schedule 1 therefrom and to insert in place thereof a new Schedule 1 in the form of Schedule 1 hereto.

2. Confirmation of Security Interests.

(a) Borrower hereby ratifies its obligations under the IP Agreement and confirms the continuing effectiveness of the IP Agreement and the grants of the security interests thereunder.

(b) Borrower hereby acknowledges and agrees that the Credit Agreement amends and restates the Original Credit Agreement, but does not terminate or replace the Original Credit Agreement. All of the Secured Obligations arising under the Original Credit Agreement and the IP Agreement shall continue as Secured Obligations under the Credit Agreement, except as amended by the Credit Agreement, and shall be secured, along with all Secured Obligations and any future indebtedness owing under the Credit Agreement, by the security interests granted under the IP Agreement. Except as specifically set forth in the Credit Agreement, none of the Secured Obligations arising under the Original Credit Agreement and IP Agreement are satisfied, repaid or released by the execution of the Credit Agreement.

3. Successors and Assigns. This Agreement shall be binding upon Borrower and Borrower's successors and permitted assigns, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent, on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns.

4. Severability. If, at any time, one or more provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5. Counterparts. This Agreement may be executed in any number of counterparts, by different parties hereto in separate counterparts and by facsimile signature, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

6. Governing Law. The rights and obligations of all parties hereto shall be governed by the laws of the State of Ohio, without regard to principles of conflicts of laws.

[Remainder of page intentionally left blank.]

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JURY TRIAL WAIVER. BORROWER, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG BORROWERS, ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment and Confirmation of Intellectual Property Security Agreement at Cleveland, Ohio as of the date first set forth above.

JTM PROVISIONS COMPANY, INC.,
an Ohio corporation



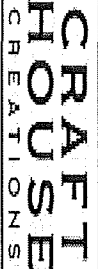
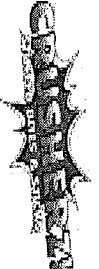
By: 




Matthew A. Montgomery
General Counsel and Chief Financial
Officer

KEYBANK NATIONAL ASSOCIATION
as Administrative Agent

By: 





Kenneth D. Kramp
Senior Vice President

Image	Code/Matter No.	MarkName	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Renewal Date
	JTM 156	BREWHOUSE BURGERS (stylized and/or with design)	United States	Registered	86/128,580	11/25/2013	4,728,596	04/28/2015	8 and 15 due: 4/28/2021 Renewal due: 4/28/2025
	JTM 124	CARAMBA CANTINA	United States	Registered	77/297,298	10/05/2007	4,056,571	11/15/2011	11/15/2021
	JTM 125	CARAMBA CANTINA (stylized with design)	United States	Registered	77/304,333	10/15/2007	4,060,255	11/22/2011	11/22/2021
	JTM 104A	CECILIAS	United States	Registered	77/118,646	02/28/2007	3,502,336	09/16/2008	09/16/2028
	JTM 168	CRAFT HOUSE CREATIONS	United States	Filed	88/190,481	11/12/2018			
	JTM 169	CRAFT HOUSE CREATIONS	United States	Filed	88/191,779	11/13/2018			
	JTM 150	CRUMBLE CREATIONS	United States	Registered	85/371,397	07/14/2011	4,234,892	10/30/2012	10/30/2022
	JTM 164	CRUSHERZI STUFFED BITES & STICKS (stylized and/or with design)	United States	Registered	86/660,687	06/12/2015	4,904,495	02/23/2016	8 and 15 due: 2/23/2022 Renewal due: 2/23/2026
	JTM 162	FUNDLES	United States	Registered	86/593,153	04/10/2015	4,858,617	11/24/2015	8 and 15 due: 11/24/2021 Renewal due: 11/24/2025

	JTM 50	J.T.M.	United States	Registered	686,774	07/30/1987	1,527,150	02/28/1989	02/28/2029
	JTM 63	J.T.M.	United States	Registered	75,057,973	02/14/1996	2,024,071	12/17/1996	12/17/2026
	JTM 137	J.T.M. (Stylized and/or Design)	United States	Registered	76/697,116	04/27/2009	3,753,504	03/02/2010	03/02/2020
	JTM 86	JTM	United States	Registered	76/523,877	06/18/2003	2,839,941	05/11/2004	05/11/2024
	JTM 89	JTM	United States	Registered	76/595,736	06/03/2004	3,033,594	12/27/2005	12/27/2025
	JTM 142	JTM J.T.M. FOODGROUP & Design	United States	Registered	85/074,119	06/29/2010	3,908,118	01/18/2011	01/18/2021
	JTM 95A	JTM MORE OF WHAT YOU'RE HUNGRY FOR	United States	Registered	77/129,328	03/13/2007	3,499,649	09/09/2008	09/09/2028
	JTM 151	LET'S CREATE GREAT DISHES TOGETHER!	United States	Registered	85/445,157	10/12/2011	4,263,315	12/25/2012	12/25/2022
	JTM 152	MAINSTREET CAFE AMERICAN FARE (Stylized) & Design	United States	Registered	85/469,016	11/10/2011	4,287,678	02/12/2013	02/12/2023
	JTM 170	MY WAY CAFE	United States	Filed	88/563,147	08/02/2019			

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	JTM 159	MY WAY CAFE (stylized and/or with design)	United States	Registered	86/397,401	09/17/2014	4,796,751	08/18/2015	8 and 15 due: 8/18/2021 Renewal due: 8/18/2025
	JTM 83	POCCO LOCO GO CRAZY FOR MEXICAN (and Design)	United States	Registered	76/446,955	09/05/2002	2,928,114	02/22/2005	02/22/2025
	JTM 16	PORK CHOPETTE	Ohio	Registered	TM 13275	08/27/1989	TM 13275	08/27/1990	08/27/2020
	JTM 87A	SAUCY BITES	United States	Registered	76/538,281	08/19/2003	2,972,119	07/19/2005	07/19/2025
	JTM 157	SIMPLE SUBSTITUTES	United States	Registered	86/261,071	04/24/2014	4,715,006	04/07/2015	8 and 15 due: 4/7/2021 Renewal due: 4/7/2025
	JTM 102A	SOARING DRAGON	United States	Registered	77/087,848	01/22/2007	3,587,706	03/10/2009	03/10/2029
	JTM 117	SOARING DRAGON & Design	United States	Registered	77/195,396	06/01/2007	3,583,980	03/03/2009	03/03/2029
	JTM 65A	TEXAS JACKS (and Design)	United States	Registered	76/438,191	08/06/2002	2,734,420	07/08/2003	07/08/2023
	JTM 90	THE BRAND YOU CAN COUNT ON	United States	Registered	76/595,737	06/03/2004	3,064,770	03/07/2006	03/07/2026
	JTM 70A	THE BRAND YOU CAN COUNT ON	United States	Registered	75/979,310	03/26/1998	2,358,747	06/13/2000	06/13/2020

	JTM 22	VITORS	United States	Registered	74/128,142	01/04/1991	1,664,295	11/12/1991	11/12/2021
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RECORDED: 01/16/2020