

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHOP'T CREATIVE SALAD COMPANY LLC		01/22/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMVEST CREDIT PARTNERS V, L.P., AS AGENT		
Street Address:	525 Okeechobee Blvd., Suite 1050		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5581614	NOT FOR THE FAINT OF TASTE	
Registration Number:	4941450	CHOPT	
Registration Number:	4941451	CHOPT	
Registration Number:	4036836	BETTER TASTES BETTER	
Registration Number:	3232733	CHOP'T	
Registration Number:	2635414	CHOP'T CREATIVE SALAD COMPANY	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	385713-66		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	01/22/2020		

CH \$165.00 5581614

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 22, 2020, is made by CHOP'T CREATIVE SALAD COMPANY LLC, a Delaware limited liability company (the "**Grantor**"), in favor of COMVEST CREDIT PARTNERS V, L.P. as administrative agent (in such capacity, together with its successors and permitted assigns, "**Agent**") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), by and among the Agent, the Lenders party from time to time thereto, Grantor, the other Borrower, and the Guarantors thereto from time to time, party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guarantee and Collateral Agreement of even date herewith (as amended restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "**Guarantee and Collateral Agreement**"), among the Grantor and the other Grantors party thereto from time to time in favor of Agent, to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, grants to Agent for the benefit of the Lenders a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "**Trademark Collateral**"):

- (a) all of its Trademarks and all Trademark Licenses included in the Trademark Collateral, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, the Excluded Property (including, without limitation, intent-to-use applications, until such time as Grantor begins to use such Trademarks or files a statement of use with respect to such Trademarks with the United States Patent and Trademark Office) shall not constitute Trademark Collateral.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guarantee and Collateral Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guarantee and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any actions that Grantor, as it reasonably deems appropriate under the circumstances in response thereto or in accordance with its good faith judgment, determines to be necessary in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Trademark Security Agreement may be executed by signatures delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHOP'T CREATIVE SALAD COMPANY
LLC, as Grantor

By: 
Name: Nicholas Marsh III
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

COMVEST CREDIT PARTNERS V, L.P., as Agent

By: Comvest Credit V GP, L.P., its General Partner

By:  Comvest Credit V UGP, LLC, its General Partner



By: _____

Name: Greg Reynolds

Title: Partner

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Trademark	Registration No.	Registration Date
NOT FOR THE FAINT OF TASTE	5581614	10/9/18
	4941450	4/19/16
CHOPT	4941451	4/19/16
BETTER TASTES BETTER	4036836	10/11/11
CHOPT	3232733	4/24/07
	2635414	10/15/02

TRADEMARK APPLICATIONS (published applications only)

None.