

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM569002

|                                   |                                     |                                 |  |
|-----------------------------------|-------------------------------------|---------------------------------|--|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                      |                                 |  |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST                   |                                 |  |
| <b>CONVEYING PARTY DATA</b>       |                                     |                                 |  |
| <b>Name</b>                       | <b>Formerly</b>                     | <b>Execution Date</b>           | <b>Entity Type</b>                     |
| Tavistock Freebirds, LLC          |                                     | 03/25/2020                      | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |                                     |                                 |  |
| <b>Name:</b>                      | Elslack OOD                         |                                 |  |
| <b>Street Address:</b>            | 137 Filip Kutev Str.                |                                 |  |
| <b>Internal Address:</b>          | Adm. Bldg. 1, Fl. 2                 |                                 |  |
| <b>City:</b>                      | Sofia                               |                                 |  |
| <b>State/Country:</b>             | BULGARIA                            |                                 |  |
| <b>Postal Code:</b>               | 1407                                |                                 |  |
| <b>Entity Type:</b>               | Limited Liability Company: BULGARIA |                                 |  |
| <b>PROPERTY NUMBERS Total: 30</b> |                                     |                                 |  |
| <b>Property Type</b>              | <b>Number</b>                       | <b>Word Mark</b>                |  |
| <b>Registration Number:</b>       | 4895844                             | BURRITOS FOR GOOD               |  |
| <b>Registration Number:</b>       | 5208126                             | BURRITO HEAVEN SINCE '87        |  |
| <b>Registration Number:</b>       | 5580734                             | DEATH SAUCE                     |  |
| <b>Registration Number:</b>       | 4671952                             | DITCH THE DELI                  |  |
| <b>Registration Number:</b>       | 2527269                             | F                               |  |
| <b>Registration Number:</b>       | 5151258                             | F                               |  |
| <b>Registration Number:</b>       | 5731048                             | F                               |  |
| <b>Registration Number:</b>       | 2699965                             | FREEBIRDS                       |  |
| <b>Registration Number:</b>       | 5228287                             | FREEBIRDS                       |  |
| <b>Registration Number:</b>       | 5402520                             | FREEBIRDS TRIBE AID             |  |
| <b>Registration Number:</b>       | 5231242                             | FREEB!RDS WORLD BURRITO         |  |
| <b>Registration Number:</b>       | 4894795                             | FREEBIRDS WORLD BURRITO         |  |
| <b>Registration Number:</b>       | 2214564                             | FREEB!RDS WORLD BURRITO         |  |
| <b>Registration Number:</b>       | 4812969                             | F FREEB!IRDS WORLD BURRITO      |  |
| <b>Registration Number:</b>       | 4812323                             | FREEBIRDS WORLD WORKS           |  |
| <b>Registration Number:</b>       | 5546203                             | FREEBIRDS WORLD WORKS           |  |
| <b>Registration Number:</b>       | 4996322                             | GREAT PEOPLE DESERVE GREAT FOOD |  |
| <b>Registration Number:</b>       | 4671960                             | HYBIRD                          |  |
| <b>TRADEMARK</b>                  |                                     |                                 |  |

CH \$765.00 4895844

| Property Type        | Number   | Word Mark                                |
|----------------------|----------|--|
| Registration Number: | 5986399  | IT'S YOUR WORLD                          |
| Registration Number: | 5608710  | ORDER ONLINE & FLY BY                    |
| Registration Number: | 5608711  | PUNISH YOUR TASTE BUDS                   |
| Registration Number: | 4671602  | QUESARRITO                               |
| Registration Number: | 4943306  | WE CATER FOR 10 TO 10,000                |
| Registration Number: | 5001510  | WE DON'T MESS WITH MOTHER NATURE. WE JUS |
| Registration Number: | 4881665  | WE PREPARED FOR THIS                     |
| Registration Number: | 4084755  | YOU ROCK. WE ROLL.                       |
| Serial Number:       | 87136427 | FREEBIRDS                                |
| Serial Number:       | 88780839 | FREEBIRDS                                |
| Serial Number:       | 88775538 | IT'S NOT NORMAL                          |
| Serial Number:       | 88776885 | WEEBIRDS                                 |

**CORRESPONDENCE DATA**

**Fax Number:** 7044441111

*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:** 7044441124

**Email:** elaine.hunt@alston.com

**Correspondent Name:** Michele M. Glessner

**Address Line 1:** Alston & Bird LLP

**Address Line 2:** 101 South Tryon Street, Suite 4000

**Address Line 4:** Charlotte, NORTH CAROLINA 28280-4000

**NAME OF SUBMITTER:** Elaine B. Hunt

**SIGNATURE:** /Elaine B. Hunt/

**DATE SIGNED:** 03/26/2020

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 25, 2020, is made **TAVISTOCK FREEBIRDS, LLC**, a Delaware limited liability company (the “Grantor”), in favor of **ELSLACK OOD** (the “Lender”).

### WITNESSETH:

WHEREAS, Grantor is a party to that certain Pledge and Security Agreement, dated as of March 25, 2020, in favor of the Lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement (as defined in the Pledge and Security Agreement) and to induce the Lender to make their extensions of credit thereunder, Grantor hereby agrees with the Lender as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 of the Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including 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, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

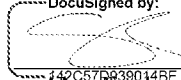
Section 5.      Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.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

Section 6.      Applicable 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 Florida.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

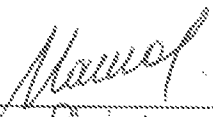
**TAVISTOCK FREEBIRDS, LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Alex Eagle  
Title: President

**[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – FREEBIRDS]**

ACCEPTED AND AGREED  
as of the date first above written:

ELSLACK OOD




By:   
Name: PHILIP PASLOV  
Title: DIRECTOR



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - FREEBIRDS]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT



Trademark Registrations

1. REGISTERED TRADEMARKS

| Trademark   | Owner                    | Serial<br>No./Filing<br>Date      | Reg. No.<br>Reg. Date             |
|---|--------------------------|-----------------------------------|-----------------------------------|
| <b>BURRITOS FOR GOOD</b>  | Tavistock Freebirds, LLC | 86/705513<br>July 27,<br>2015     | 4,895,844<br>February 2,<br>2016  |
| <b>BURRITO HEAVEN SINCE 87</b>  | Tavistock Freebirds, LLC | 87/141707<br>August 17,<br>2016   | 5,208,126<br>March 23, 2017       |
| <b>DEATH SAUCE</b>  | Tavistock Freebirds, LLC | 87/829779<br>3/12/18              | 5580734<br>October 9, 2018        |
| <b>DITCH THE DELI</b>   | Tavistock Freebirds, LLC | 86/380763<br>August 29,<br>2014   | 4,671,952<br>January 13,<br>2015  |
|  | Tavistock Freebirds, LLC | 76/187516<br>December<br>27, 2002 | 2,527,269<br>January 8, 2002      |
|  | Tavistock Freebirds, LLC | 87/136447<br>August 12,<br>2016   | 5,151,258<br>February 28,<br>2017 |
|  | Tavistock Freebirds, LLC | 87/774090<br>January 29,<br>2018  | 5,731,048<br>April 23, 2019       |

|   |                          |                                   |                                    |
|---|--------------------------|-----------------------------------|------------------------------------|
| <b>FREEBIRDS</b>  | Tavistock Freebirds, LLC | 76/386213<br>March 22,<br>2002    | 2,699,965<br>March 25, 2003        |
| <b>FREEBIRDS</b>  | Tavistock Freebirds, LLC | 87/975103<br>August 12,<br>2016   | 5,228,287                          |
| <b>FREEBIRDS</b>  | Tavistock Freebirds, LLC | 87/136427<br>August 12,<br>2016   | Pending                            |
| <b>FREEBIRDS</b>  | Tavistock Freebirds, LLC | 88/780839<br>January 31,<br>2020  | Pending                            |
| <b>FREEBIRDS TRIBE AID</b>  | Tavistock Freebirds, LLC | 87/105334                         | 5,402,520<br>February 13,<br>2018  |
| <b>FREEB!RDS WORLD BURRITO</b>  | Tavistock Freebirds, LLC | 87/136414<br>August 12,<br>2016   | 5,231,242                          |
| <b>FREEBIRDS WORLD BURRITO</b>  | Tavistock Freebirds, LLC | 86/635680<br>May 20,<br>2015      | 4,894,795<br>February 2,<br>2016   |
|  | Tavistock Freebirds, LLC | 75/391346<br>November<br>17, 1997 | 2,214,564<br>December 29,<br>1998  |
|  | Tavistock Freebirds, LLC | 86/5999444<br>4/16/15             | 4,812,969<br>September 15,<br>2015 |



|   |                          |                                   |   |
|---|--------------------------|-----------------------------------|---|
|  | Tavistock Freebirds, LLC | 86/531264<br>2/11/15              | 4,812,323<br>September 15,<br>2015            |
|  | Tavistock Freebirds, LLC | 86/531292<br>2/11/15              | 5,546,203<br>August 21, 2018                  |
| <b>GREAT PEOPLE DESERVE<br/>GREAT FOOD</b>  | Tavistock Freebirds, LLC | 86/688382<br>July 9,<br>2015      | 4,996,322<br>July 12, 2016                    |
| <b>HYBIRD</b>   | Tavistock Freebirds, LLC | 86/388567<br>September 8,<br>2014 | 4,671,960<br>January 13,<br>2015              |
| <b>IT'S NOT NORMAL</b>  | Tavistock Freebirds, LLC | 88/775538<br>January 28,<br>2020  | Pending                                       |
| <b>IT'S YOUR WORLD</b>  | Tavistock Freebirds, LLC | 88/456695                         | 5,986,399<br>February 11,<br>2020             |
| <b>ORDER ONLINE &amp; FLY BY</b>  | Tavistock Freebirds, LLC | 87/819912<br>3/5/18               | 5,608,710<br>11/13/18                         |
| <b>PUNISH YOUR TASTE BUDS</b>   | Tavistock Freebirds, LLC | 87/819932<br>3/5/18               | 5,608,711<br>11/13/18                         |
| <b>QUESARRITO</b>   | Tavistock Freebirds, LLC | 86/309212<br>June 13,<br>2014     | 4,671,602<br>January 13,<br>2015              |
| <b>WE CATER FOR 10 TO 10,000</b>  | Tavistock Freebirds, LLC | 86/706656<br>July 28,<br>2015     | 4,943,306<br>April 19, 2016<br>(Supplemental) |

|   |                          |                                   |                                  |
|---|--------------------------|-----------------------------------|----------------------------------|
| <b>WE DON'T MESS WITH MOTHER NATURE. WE JUST WORK WITH HER.</b> | Tavistock Freebirds, LLC | 86/689604<br>July 10,<br>2015     | 5,001,510<br>July 19, 2016       |
| <b>WE PREPARED FOR THIS</b>                                     | Tavistock Freebirds, LLC | 86/688362<br>July 9,<br>2015      | 4,881,665<br>January 5, 2016     |
| <b>WEEBIRDS</b>   | Tavistock Freebirds, LLC | 88/776885<br>January 29,<br>2020  | Pending                          |
| <b>YOU ROCK. WE ROLL.</b>                                       | Tavistock Freebirds, LLC | 85/139328<br>September 7,<br>2010 | 4,084,755<br>January 10,<br>2012 |

2. TRADEMARK APPLICATIONS

None.