

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank National Association		05/08/2020	National Banking Association:
RECEIVING PARTY DATA			
Name:	Cotton Patch Finance, Inc.		
Street Address:	400 Hamilton Avenue, Suite 230		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4079691	COTTON PATCH CAFE	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-261-6538		
Email:	TMDocket@mofo.com		
Correspondent Name:	Jennifer Taylor, Morrison & Foerster LLP		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Jennifer Taylor		
SIGNATURE:	/Jennifer Taylor/		
DATE SIGNED:	05/11/2020		
Total Attachments: 3			
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Assignment of Trademark Security Agreement (this “Assignment”), dated as of May 8, 2020, is executed by WELLS FARGO BANK, NATIONAL ASSOCIATION, as prior administrative agent for the Lenders under that certain Trademark Security Agreement (as defined below), (the “Assignor”), in favor of Cotton Patch Finance, Inc., a Delaware corporation, as new administrative agent under the Trademark Security Agreement (the “Assignee”).

RECITALS

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of February 11, 2015 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”; capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms in the Trademark Security Agreement), by and among COTTON PATCH BUYER, LLC, a Delaware limited liability company (“Buyerco”), COTON PATCH CAFÉ, LLC, a Texas limited liability company (“Cotton Patch” and, together with Buyerco, collectively, the “Borrowers” and each individually, a “Borrower”), and each Person that becomes a “Grantor” thereunder (each such Person together with the Borrowers, collectively, the “Grantors” and each individually, a “Grantor”), and the Assignor, in its capacity as the administrative agent for the Lenders referenced therein, each Grantor granted a continuing security interest in the Pledged Trademarks, including such Pledged Trademarks listed on Schedule A hereto, a notice of which was filed on February 11, 2015 with the PTO as Reel 005454, Frame 0683.

WHEREAS, pursuant to that certain Agency Resignation Agreement, dated as of May 7, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Agency Resignation Letter”), by and among Assignor, Assignee, the Loan Parties party thereto (as defined therein) and the Lenders party thereto, the Assignor resigned as, among other things, the administrative agent, and transferred to Assignee, among other things, all of its right, title and interest in the Trademark Security Agreement.

WHEREAS, the Assignor desires to execute and deliver this Assignment for recording with the PTO.

AGREEMENT

NOW, THEREFORE, the Assignor agrees as follows:


1. The Assignor hereby assigns, grants and delivers to the Assignee all of the Assignor’s right, title and interest to and under the Trademark Security Agreement, including, without limitation, the security interest in the Pledged Trademarks listed on Schedule A hereto.
2. The Assignee may record this Assignment with the PTO.
3. This Assignment shall be governed by, and construed in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first above written.

ASSIGNOR:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: CONSTANTIN E. KHERUDNY
Title: EVP

[Signature Page to Assignment of Trademark Security Agreement]

sf-4240318

TRADEMARK
REEL: 006935 FRAME: 0878

SCHEDULE A

Registration Number	Registration Date	Word Mark class- goods/services	Jurisdiction of Registration
4079691	January 3, 2012	COTTON PATCH CAFÉ	United States