

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buffalo Wild Wings, Inc.		05/14/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: ENGLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5819196	THE GREAT AMERICAN SPORTS BAR	
Registration Number:	5881112	ESCAPE TO FOOTBALL	
Registration Number:	5420031	B-DUBS EXPRESS	
Registration Number:	5492913	TAKE AND SHAKE WINGS	
Serial Number:	88621004	PICKS AND PROPS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1150121-0001-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	05/15/2020		
Total Attachments: 5			

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of May 14, 2020 (this “*Notice*”), made by BUFFALO WILD WINGS, INC., a corporation formed under the laws of Minnesota (the “Pledgor”), in favor of BARCLAYS BANK PLC, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of February 5, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among MAVERICKS, INC. (F/K/A INSPIRE BRANDS, INC. (F/K/A ARG HOLDING CORPORATION)), a corporation formed under the laws of Delaware, ARG IH LLC, a limited liability company formed under the laws of Delaware, IRB HOLDING CORP., a corporation formed under the laws of Delaware (the “Borrower”), each Subsidiary of the Borrower from time to time party thereto and BARCLAYS BANK PLC, as collateral agent for the Secured Parties referred to therein (together with its successors and permitted assigns in such capacity, the “Collateral Agent”).

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.1(b) of the Security Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of the Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”): all Trademarks, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior thereto would violate the Lanham Act or any other Excluded Property.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

BUFFALO WILD WINGS, INC.

By: 
Name: _____
Title: Nils H. Okeson
Chief Administrative Officer,
General Counsel & Secretary

[Signature Page to Notice of Grant of Security Interest in Intellectual Property]

BARCLAYS BANK PLC, as Collateral Agent

A handwritten signature in black ink, appearing to read 'May Huang', is positioned above the typed name and title.

By: _____

Name: May Huang

Title: Assistant Vice President

[Signature Page to Notice of Grant of Security Interest in Intellectual Property]

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by the Pledgor

United States Trademarks

No.	Title	App. No.	App Date	Reg. No.	Reg. Date	Owner
1.	PICKS AND PROPS & Design	88621004	9/18/2019			BUFFALO WILD WINGS, INC.
2.	THE GREAT AMERICAN SPORTS BAR	88222724	12/10/2018	5819196	7/30/2019	BUFFALO WILD WINGS, INC.
3.	ESCAPE TO FOOTBALL	88033662	7/11/2018	5881112	10/08/2019	BUFFALO WILD WINGS, INC.
4.	B-DUBS EXPRESS	87976664	5/12/2017	5420031	3/6/2018	BUFFALO WILD WINGS, INC.
5.	TAKE AND SHAKE WINGS	87181181	9/23/2016	5492913	6/12/2018	BUFFALO WILD WINGS, INC.