

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QDOBA RESTAURANT CORPORATION		05/20/2020	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: GERMANY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5571847	UNITED BY FLAVOR	
Registration Number:	5974017	QDOBA STANDS FOR FLAVOR	
Serial Number:	88131298	Q-CASH	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1223301 TM		
NAME OF SUBMITTER:	Wenny Zhu		
SIGNATURE:	/Wenny Zhu/		
DATE SIGNED:	05/22/2020		
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 20, 2020 (this "Agreement"), made by QDOBA RESTAURANT CORPORATION, a Colorado corporation (the "Pledgor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of March 21, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Quidditch Acquisition, Inc. (the "**Borrower**"), each subsidiary of the Borrower identified therein and Deutsche Bank AG New York Branch, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such 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 such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Trademarks of the United States of America, 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, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. Collateral 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 Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. Counterparts. This Agreement 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 Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

QDOBA RESTAURANT CORPORATION
as Pledgor

By: 
Name: Susan Daggett
Title: Chief Financial Officer and
Executive Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK
REEL: 006944 FRAME: 0769

DEUTSCHE BANK AG NEW YORK
BRANCH, as Collateral Agent

By: 
Name: Jennifer Culbert
Title: Vice President
jennifer-a.culbert@db.com
212 250 0738

By: 
Name: Philip Tancorra
Title: Vice President
philip.tancorra@db.com
212-250-6576

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Qdoba Restaurant Corporation

U.S. Trademark Registrations

Mark	Serial Number/ Filing Date	Registration Number/ Registration Date	Owner
UNITED BY FLAVOR	Serial No. 87/564,193 Filing Date 8/10/2017	Reg. No. 5,571,847 Reg. Date 9/25/2018	Qdoba Restaurant Corporation
Q-CASH	Serial No. 88/131,298 Filing Date 9/25/2018	NONE	Qdoba Restaurant Corporation
QDOBA STANDS FOR FLAVOR	Serial No. 88/281,507 Filing Date 1/29/2019	Reg. No. 5,974,017 Reg. Date 1/28/2020	Qdoba Restaurant Corporation