

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578721

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|-----------------------------------|-------------------------------|-------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BLH Acquisition Co., LLC | | 05/27/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 19 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4429902 | | |
| Registration Number: | 3306139 | BAR LOUIE | |
| Registration Number: | 3322988 | EAT · DRINK · BE HAPPY | |
| Registration Number: | 3306105 | BAR LOUIE | |
| Registration Number: | 1823417 | BAR LOUIE | |
| Registration Number: | 5722918 | DRINK POURN | |
| Registration Number: | 4684613 | CINCO DE DRINKO | |
| Registration Number: | 4678750 | LITTLE HELLION | |
| Registration Number: | 4596906 | SIPS OF THE SEASON | |
| Registration Number: | 4283110 | EAT·DRINK·BE HAPPY | |
| Registration Number: | 4282306 | ROCK THE TOT | |
| Registration Number: | 5954492 | L | |
| Registration Number: | 5955627 | L | |
| Serial Number: | 87476562 | SIN-GRIA | |
| Serial Number: | 88711170 | BAR LOUIE | |
| Serial Number: | 88729709 | L | |
| Serial Number: | 88711165 | LOUIE NATION | |
| Serial Number: | 88711162 | JOIN THE GASTROBAR REVOLUTION | |
| Serial Number: | 88713350 | JOIN THE GASTROBAR REVOLUTION | |
| TRADEMARK | | | |

OP \$490.00 4429902

CORRESPONDENCE DATA**Fax Number:** 3129939767

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: 312/876-7628**Email:** linda.kastner@lw.com**Correspondent Name:** Linda R. Kastner, c/o Latham & Watkins**Address Line 1:** 330 N. Wabash Avenue**Address Line 2:** Suite 2800**Address Line 4:** Chicago, ILLINOIS 60611

| | |
|---------------------------|---------------|
| NAME OF SUBMITTER: | Linda Kastner |
| SIGNATURE: | /lk/ |
| DATE SIGNED: | 05/29/2020 |

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 27, 2020, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 27, 2020 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

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

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

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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, proceeds and Liabilities 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.

Section 3. Guaranty and Security 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 Guaranty and Security Agreement and each 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 Guaranty 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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

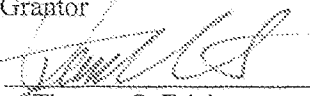
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

BLH ACQUISITION CO., LLC,
as a Grantor

By: 
Name: Thomas S. Fricke
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:




ANTARES CAPITAL LP,
as Agent


By: 
Name: Jonathan Balch
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT




Trademark Registrations

1. REGISTERED TRADEMARKS

| Owner | Trademark | Registration Number | Registration Date | Jurisdiction |
|--------------------------|---|---------------------|-------------------|--------------|
| BLH Acquisition Co., LLC | Martini glass design  | 4429902 | 11/05/2013 | US |
| BLH Acquisition Co., LLC | BAR LOUIE | 3306139 | 10/09/2007 | US |
| BLH Acquisition Co., LLC | EAT · DRINK · BE HAPPY | 3322988 | 10/30/2007 | US |
| BLH Acquisition Co., LLC | Martini glass design w/ words  | 3306105 | 10/09/2007 | US |
| BLH Acquisition Co., LLC | BAR LOUIE | 1823417 | 02/27/1994 | US |
| BLH Acquisition Co., LLC | DRINK POURN | 5722918 | 04/09/19 | US |
| BLH Acquisition Co., LLC | CINCO DE DRINKO | 4684613 | 02/10/2015 | US |
| BLH Acquisition Co., LLC | LITTLE HELLION | 4678750 | 01/27/2015 | US |
| BLH Acquisition Co., LLC | SIPS OF THE SEASON | 4596906 | 09/02/2104 | US |
| BLH Acquisition Co., LLC | EAT · DRINK · BE HAPPY | 4283110 | 11/13/2012 | US |
| BLH Acquisition Co., LLC | ROCK THE TOT | 4282306 | 01/29/2013 | US |
| BLH Acquisition Co., LLC | L & Martini Design  | 5954492 | 01/07/2020 | US |

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|--------------------------|---|---------|------------|----|
| BLH Acquisition Co., LLC | L & Martini Design  | 5955627 | 01/07/2020 | US |
|--------------------------|---|---------|------------|----|

2. TRADEMARK APPLICATIONS

| Owner | Trademark | Application Number | Registration Date | Jurisdiction |
|--------------------------|---|--------------------|-------------------|--------------|
| BLH Acquisition Co., LLC | SIN-GRIA | 87476562 | 06/06/2017 | US |
| BLH Acquisition Co., LLC | BAR LOUIE & Design (no outline)  | 88711170 | 12/01/2019 | US |
| BLH Acquisition Co., LLC | L & Martini Design  | 88729709 | 03/24/2020 | US |
| BLH Acquisition Co., LLC | LOUIE NATION | 88711165 | 12/01/2019 | US |
| BLH Acquisition Co., LLC | JOIN THE GASTROBAR REVOLUTION | 88711162 | 12/01/2019 | US |
| BLH Acquisition Co., LLC | JOIN THE GASTROBAR REVOLUTION (Stylized)  | 88713350 | 12/03/2019 | US |