

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brinker International Payroll Company, L.P.		10/13/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90136615	IT'S JUST SLIDERS & PIES	
Serial Number:	90136670	IT'S JUST SLIDERS & PIES	
Serial Number:	90056523	IT'S JUST WINGS	
Serial Number:	88929954	MAR-GO-RITA	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Senior Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	10/19/2020		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2020 (this "Trademark Security Agreement"), by and between Brinker International Payroll Company, L.P., a Delaware limited partnership (the "Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Administrative Agent ("Administrative Agent") for itself and each of the banks party thereto from time to time.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of May 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Brinker International, Inc., a Delaware corporation, as Borrower, the Guarantors party thereto and the Administrative Agent, and in order to obtain the benefits referred to therein, the Grantor has granted to the Administrative Agent, on behalf of itself and the other Secured Parties, a security interest in certain of Grantor's personal property and assets, including, without limitation, the Trademark Collateral (as defined below) referred to in Section 1 below. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute this Trademark Security Agreement in respect of its Trademark Collateral for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Administrative Agent agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants and pledges to the Administrative Agent for the ratable benefit of the Secured Parties a continuing first priority security interest in and to, and collaterally assigns to the Administrative Agent for the benefit of the Secured Parties, all of the Grantor's right, title and interest in and to the following whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

(a) (i) any United States trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof (collectively, the "Marks"); (ii) any reissues, extensions or renewals of any Marks, (iii) the goodwill of the business symbolized by or associated with the Marks, (iv) all domain names, (v) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, customer lists (subject to the rights of the customers to their personal information and the terms under which such information was provided), manufacturing processes, molds, designs, plans and prototypes, (vi) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (vii) any rights to sue for past, present and future infringements of the Marks, as set forth in Schedule A hereto, as Schedule A may be supplemented (pursuant to this Trademark Security Agreement and the Security Agreement) from time to time by supplements which may be executed and delivered by the Grantor to the Administrative Agent from time to time (the "Trademarks"); and

(b) any and all proceeds of the foregoing;

provided, however that the Trademark Collateral shall not include any Excluded Asset (as defined in the Credit Agreement).

2. SECURITY FOR OBLIGATIONS. The pledge and collateral assignment of, and the grant of a security interest in, the Trademark Collateral by the Grantor under this Trademark Security Agreement secures the payment and satisfaction in full of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. COVENANTS.

(a) If, before the Facility Termination Date, the Grantor obtains rights to any new Trademarks, the provisions of Section 1 shall automatically apply thereto and the Grantor shall give to the Administrative Agent notice thereof in writing in accordance with the Security Agreement. Without limiting the Grantor's obligations under this paragraph, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new Trademark Collateral of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

(b) Any expenses incurred in connection with prosecution, registration and maintenance of the Trademarks shall be borne by the Grantor.

(c) If the Grantor fails to comply with any of the foregoing provisions of this Section 3, the Administrative Agent shall have the right (but shall not be obligated) to do so on behalf of the Grantor to the extent permitted by law, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Administrative Agent in full for all expenses, including the fees and disbursements of counsel incurred by the Administrative Agent in procuring, protecting, defending and maintaining the Trademark Collateral in accordance with the Credit Agreement. In the event that the Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Trademark Security Agreement, the Administrative Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Grantor, and all monies so paid out shall be Obligations of the Grantor repayable on demand, together with interest at the rate applicable to Advances at the Base Rate.

(d) During the continuation of an Event of Default, the Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of the Administrative Agent, such consent not to be unreasonably withheld or delayed, nor shall Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, the Administrative Agent shall have the right (but shall not be obligated) during the continuation of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral.

4. RECORDATION. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

5. EXECUTION IN COUNTERPARTS. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. GRANTS, RIGHTS AND REMEDIES. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. GOVERNING LAW.

(a) THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (EXCEPT THAT CHAPTER 346 OF THE TEXAS FINANCE CODE, WHICH REGULATES CERTAIN REVOLVING CREDIT LOAN ACCOUNTS, SHALL NOT APPLY TO THIS TRADEMARK SECURITY AGREEMENT); PROVIDED THAT (i) WITH RESPECT TO THOSE INSTANCES IN WHICH THE APPLICABLE CHOICE OF LAWS RULES OF SUCH STATE, INCLUDING SECTION 9-301 OF THE UCC, REQUIRE THAT THE MANNER OF CREATION OF A SECURITY INTEREST IN SPECIFIC COLLATERAL OR THE MANNER OR EFFECT OF PERFECTION OR NONPERFECTION OR THE RULES GOVERNING PRIORITY OF SECURITY INTERESTS ARE TO BE GOVERNED BY THE LAWS OF ANOTHER JURISDICTION, THEN THE LAWS OF SUCH OTHER JURISDICTION SHALL GOVERN SUCH MATTERS, AND (ii) IN THOSE INSTANCES IN WHICH THE LAWS OF THE JURISDICTION IN WHICH COLLATERAL IS LOCATED GOVERN MATTERS PERTAINING TO THE METHODS AND EFFECT OF REALIZING ON COLLATERAL, SUCH LAWS SHALL BE GIVEN EFFECT WITH RESPECT TO SUCH MATTERS.

(b) THE GRANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). THE GRANTOR HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS TRADEMARK SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION. THE GRANTOR HEREBY ACKNOWLEDGES THAT THE UNITED STATES ADDRESS DESIGNATED

PURSUANT TO SECTION 10.02 OF THE CREDIT AGREEMENT SHALL BE SUCH PERSON'S ADDRESS FOR PURPOSES OF SERVICE OF PROCESS HEREUNDER.

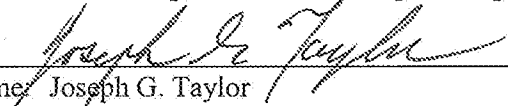
[Remainder of page intentionally left blank; signatures begin on following page.]

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

GRANTOR:

**BRINKER INTERNATIONAL PAYROLL
COMPANY, L.P.**, a Delaware limited partnership

By: BIPC Management, LLC, its general partner

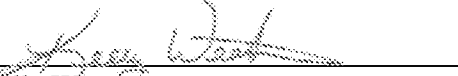
By:  _____

Name: Joseph G. Taylor

Title: Executive Vice President and Chief
Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Administrative Agent



By: 

Name: Kelly Weaver

Title: Vice President

SCHEDULE A

Trademarks and Trademark Applications

Country	Owner/Grantor	Mark	Ser. No.	Date Filed	Reg. No.	Date Reg.	Goods/Services	Status
US	Brinker International Payroll Company, L.P.	IT'S JUST SLIDERS & PIES	90/1366 15	25-Aug-2020			(int. cl. 39) Food delivery services (int. cl. 43) Preparation of food and beverage	Pending
US	Brinker International Payroll Company, L.P.	 IT'S JUST SLIDERS & PIES (& design)	90/1366 70	25-Aug-2020			(int. cl. 39) Food delivery services (int. cl. 43) Preparation of food and beverage	Pending
US	Brinker International Payroll Company, L.P.	 IT'S JUST WINGS (& design)	90/0565 23	16-Jul-2020			(int. cl. 39) Food delivery services (int. cl. 43) Preparation of food and beverage	Pending
US	Brinker International Payroll Company, L.P.	MAR-GO-RITA	88/9299 54	5/22/2020			(int. cl. 33) Alcoholic beverages, namely, margaritas	Published

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