

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENJOY TECHNOLOGY, INC.		11/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BLUE TORCH FINANCE, LLC		
Street Address:	150 EAST 58TH STREET		
Internal Address:	18TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4846738	ENJOY	
Registration Number:	4846737	ENJOY	
Registration Number:	4875930	ENJOY EXPERT	
Registration Number:	4875929	ENJOY EXPERT	
Registration Number:	4875928	ENJOY EXPERT	
Registration Number:	4875927	ENJOY EXPERT	
Registration Number:	5897602	THE SMART LAST MILE	
Registration Number:	5758306	UP&RUNNING	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	34089.023		

CH \$215.00 4846738

NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	11/13/2020
Total Attachments: 4 source=Enjoy - Trademark Security Agreement (Executed) - Nov 13 2020#page1.tif source=Enjoy - Trademark Security Agreement (Executed) - Nov 13 2020#page2.tif source=Enjoy - Trademark Security Agreement (Executed) - Nov 13 2020#page3.tif source=Enjoy - Trademark Security Agreement (Executed) - Nov 13 2020#page4.tif	

ASSIGNMENT FOR SECURITY - TRADEMARKS

WHEREAS, Enjoy Technology, Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of November 13, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has collaterally assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

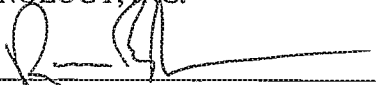
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, collaterally assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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 WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ENJOY TECHNOLOGY, INC.

By:


Name: Ron Johnson

Title: Chief Executive Officer

[Signature Page to Assignment for Security Interest - Trademark]

TRADEMARK
REEL: 007105 FRAME: 0887

AGREED AND ACCEPTED

BLUE TORCH FINANCE, LLC,

as Collateral Agent

By: Blue Torch Capital LP, its managing member

By: DocuSigned by:
Kevin Genda

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Name: Kevin Genda
Title: Authorized Signer

[Signature Page to Assignment for Security Interest - Trademark]

TRADEMARK
REEL: 007105 FRAME: 0888

SCHEDULE A TO ASSIGNMENT FOR SECURITY

All trademarks are owned by Enjoy Technology, Inc.

Trademark	Country	Status	Classes	Filing Date	Application No.	Registration Date	Registration No.
DESIGN (ENJOY IN CIRCLE) 	United States of America	Registered	35, 37, 41, 42	Feb 13 2014	86193406	Nov 3 2015	4846738
ENJOY	United States of America	Registered	35, 37, 41, 42	Feb 13 2014	86193360	Nov 3 2015	4846737
ENJOY EXPERT	United States of America	Registered	35	Feb 25 2015	86545474	Dec 22 2015	4875930
ENJOY EXPERT	United States of America	Registered	37	Feb 25 2015	86545468	Dec 22 2015	4875929
ENJOY EXPERT	United States of America	Registered	41	Feb 25 2015	86545465	Dec 22 2015	4875928
ENJOY EXPERT	United States of America	Registered	42	Feb 25 2015	86545462	Dec 22 2015	4875927
THE SMART LAST MILE	United States of America	Registered	35, 37, 39, 41, 42	Mar 7 2017	87362187	Oct 29 2019	5897602
UP&RUNNING	United States of America	Registered	35, 37, 39, 41, 42	Jun 28 2017	87509685	May 21 2019	5758306