

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIREBIRD IP, LLC		11/18/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	B1BANK		
Street Address:	5220 Spring Valley Road, Suite 100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Banking Corporation: LOUISIANA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	1238903	EL FENIX	
Registration Number:	4567174	EL FENIX RESTAURANTS	
Registration Number:	4567205	MARTINEZ FAMILY RECIPE	
Registration Number:	4563199	TAQUERIA LA VENTANA	
Registration Number:	4563200	MESOMAYA COMIDA Y COPAS	
Registration Number:	4563205	MESOMAYA COMIDA Y COPAS	
Registration Number:	5205234	SUNRISE MEXICAN FOODS	
Serial Number:	87151956	MARTINEZ BROTHERS AUTHENTIC FAMILY RECIP	
Registration Number:	3792466	VILLAGE BURGER BAR	
Registration Number:	1249426		
Registration Number:	4579081	EL FENIX SINCE 1918	
Registration Number:	4567175	EL FENIX MEXICAN RESTAURANT FAMOUS SINCE	
Registration Number:	4551604	MESOMAYA	
Registration Number:	4563201	MESOMAYA COMIDA Y COPAS	
Registration Number:	4655253	MIGUEL'S MESOMAYA COMIDA Y COPAS	
Registration Number:	4565832	THE ORIGINAL BETTER BURGER	
Serial Number:	87151895	MARTINEZ BROTHERS AUTHENTIC FAMILY RECIP	
Registration Number:	1644070	SNUFFER'S	
Serial Number:	88201076	LOCAL FAVORITE	

CH \$590.00 1238903

Property Type	Number	Word Mark
Serial Number:	88723725	
Serial Number:	88201156	LOCAL FAVORITE RESTAURANT GROUP
Serial Number:	88723771	LOCAL FAVORITE RESTAURANTS
Serial Number:	88723781	LOCAL FAVORITE RESTAURANTS

CORRESPONDENCE DATA

Fax Number: 4142335000

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: 4142732100

Email: Melissa.Nace@huschblackwell.com

Correspondent Name: HUSCH BLACKWELL LLP

Address Line 1: 511 North Broadway, Suite 1100

Address Line 2: Attn: Melissa Nace

Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 546375-39

NAME OF SUBMITTER: melissa nace

SIGNATURE: /Melissa Nace/

DATE SIGNED: 12/02/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement") dated as of NOVEMBER 18, 2020 (the "Effective Date"), is by FIREBIRD IP, LLC, a Texas limited liability company ("Operating Subsidiary") with a mailing address as set forth on the signature page hereto, in favor of BIBANK, a Louisiana banking corporation ("Lender"), with offices at 5220 Spring Valley Road, Suite 100, Dallas, TX 75254.

RECITALS

WHEREAS, Operating Subsidiary and Lender are parties to a certain LOAN AND SECURITY AGREEMENT dated as of the Effective Date (as the same may be renewed, extended, amended, modified, restated, supplemented and in effect from time to time, the "Agreement") (capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement).

WHEREAS, pursuant to the terms of the Agreement, Operating Subsidiary has granted to Lender a security interest in, among other things, all of Operating Subsidiary's right, title and interest in and to Operating Subsidiary's trademarks, including without limitation those trademarks filed in the United States Patent and Trademark Office set forth in Schedule I attached hereto.

WHEREAS, it is the purpose of this Agreement to memorialize the grant of the security interest in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants set forth hereafter, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest in Trademark Collateral. Operating Subsidiary hereby grants to Lender, a continuing first priority security interest in all of Operating Subsidiary's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its trademarks and trademark applications, including those referred to on Schedule I hereto;
- (b) all extensions, modifications and renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark licenses under any right in Intellectual Property; and
- (d) all products and proceeds of the foregoing, including any claim by Operating Subsidiary against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark license under any right in Trademark Collateral, or (ii) injury to the goodwill associated with any trademark or any trademark license under any right in Trademark Collateral.

2. Security for Obligations. This Security Agreement and the security interest created hereby secures the payment and performance of all the Indebtedness (as defined in the Loan Agreement), whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Security Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Operating Subsidiary to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Operating Subsidiary.

3. Security Agreement. The security interests granted pursuant to this Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Agreement. Operating Subsidiary hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security

interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

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IN WITNESS WHEREOF, the undersigned has caused this Security Agreement to be duly executed by their duly authorized officers as of the Effective Date.

OPERATING SUBSIDIARY:

ADDRESS:

FIREBIRD IP, LLC

845 Woodall Rodgers Frwy, Ste. 1100
Dallas, TX 75201




By: _____



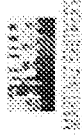

Name: Michael D. Karns






Title: Chief Executive Officer

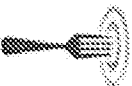
SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

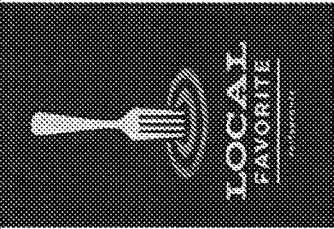


LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS


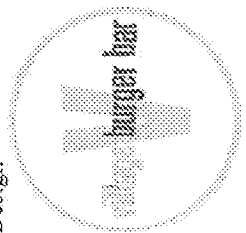
MARK	COUNTRY	STATUS	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
EL FENIX	United States of America	Registered	73/364,561	5/14/1982	1,238,903	5/17/1983
EL FENIX RESTAURANTS (& DESIGN) 	United States of America	Registered	86/110,643	11/05/2013	4,567,174	7/15/2014
MARTINEZ FAMILY RECIPE (STYLIZED) 	United States of America	Registered	86/112,005	11/06/2013	4,567,205	7/15/2014
TAQUERIA LA VENTANA (& DESIGN) 	United States of America	Registered	86/110,862	11/05/2013	4,563,199	7/8/2014
MESOMAYA COMIDA Y COPAS	United States of America	Registered	86/110,908	11/05/2013	4,563,200	7/8/2014
MESOMAYA COMIDA Y COPAS (& DESIGN)	United States of America	Registered	86/111,058	11/05/2013	4,563,205	7/8/2014

MARK	COUNTRY	STATUS	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
						
SUNRISE MEXICAN FOODS (& DESIGN) 	United States of America	Registered	86/112,272	11/06/2013	5,205,234	5/16/2017
MARTINEZ BROTHERS AUTHENTIC FAMILY RECIPES & DESIGN 	United States of America	Allowed	87/151,956	8/26/2016		
VILLAGE BURGER BAR	United States of America	Registered	77/789,306	7/24/2009	3,792,466	5/25/2010
MISCELLANEOUS DESIGN (FIREBIRD LOGO) 	United States of America	Registered	73/369,392	6/14/1982	1,249,426	8/23/1983

MARK	COUNTRY	STATUS	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
EL FENIX SINCE 1918 (& DESIGN) 	United States of America	Registered	86/110,409	11/5/2013	4,579,081	8/5/2014
EL FENIX MEXICAN RESTAURANT FAMOUS SINCE 1918 (& DESIGN) 	United States of America	Registered	86/110,694	11/5/2013	4,567,175	7/15/2014
MESOMAYA 	United States of America	Registered	86/110,887	11/5/2013	4,551,604	6/17/2014
MESOMAYA COMIDA Y COPAS (& COIN DESIGN) 	United States of America	Registered	86/110,936	11/5/2013	4,563,201	7/8/2014
MIGUEL'S MESOMAYA COMIDA Y COPAS (& DESIGN) 	United States of America	Registered	86/111,091	11/5/2013	4,655,253	12/16/2014

MARK	COUNTRY	STATUS	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
THE ORIGINAL BETTER BURGER	United States of America	Registered	86/216,645	3/10/2014	4,565,832	7/8/2014
MARTINEZ BROTHERS AUTHENTIC FAMILY RECIPES	United States of America	Allowed	87/51,895	8/26/2016		
SNUFFER'S	United States of America	Registered	74/084,171	8/1/1990	1,644,070	
LOCAL FAVORITE	United States of America	Application	88/201,076	11/20/2018		
FORK DESIGN 	United States of America	Application	88/723,725	12/11/2019		
LOCAL FAVORITE RESTAURANT GROUP	United States of America	Application	88/201,156	11/20/2018		
LOCAL FAVORITE RESTAURANTS & Design	United States of America	Application	88/723,771	12/11/2019		

MARK	COUNTRY	STATUS	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
						
LOCAL FAVORITE RESTAURANTS & Design (no color)	United States of America	Application	88/723,781	12/11/2019		
						
TAQUERIA LA VENTANA	United States of America	To be Filed				
TAQUERIA LA VENTANA & Design	United States of America	To be Filed				
						

MARK	COUNTRY	STATUS	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE
VILLAGE BURGER BAR & Design 	United States of America	To be Filed				
V VILLAGE BURGER BAR & Design 	United States of America	To be Filed				

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 BIBANK -- LOCAL FAVORITE RESTAURANTS, INC.