

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615469

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Majestic Grill, Inc.		12/11/2020	Corporation: VIRGINIA
Neighborhood Restaurant Group III, LLC		12/11/2020	Limited Liability Company: VIRGINIA
Neighborhood Restaurant Group VII, LLC		12/11/2020	Limited Liability Company: VIRGINIA
Neighborhood Restaurant Group IX, LLC		12/11/2020	Limited Liability Company: VIRGINIA
Neighborhood Restaurant Group XII, LLC		12/11/2020	Limited Liability Company: D.C.
Neighborhood Restaurant Group XIX, LLC		12/11/2020	Limited Liability Company: D.C.
Neighborhood Restaurant Group XX, LLC		12/11/2020	Limited Liability Company: MARYLAND
Neighborhood Restaurant Group XXIV, LLC		12/11/2020	Limited Liability Company: D.C.
NRG Pizza, LLC		12/11/2020	Limited Liability Company: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	The Freedom Bank of Virginia
<b>Street Address:</b>	10555 Main Street, Ste 100
<b>City:</b>	Fairfax
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22030
<b>Entity Type:</b>	Chartered Bank: VIRGINIA

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
<b>Registration Number:</b>	6176917	SLICE JOINT
<b>Registration Number:</b>	4460853	RUSTICO
<b>Registration Number:</b>	4246064	BIRCH & BARLEY
<b>Registration Number:</b>	5169108	CHURCHKEY
<b>Registration Number:</b>	4780012	THE PARTISAN
<b>Registration Number:</b>	4706398	CRÈME DE COCHON

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4390665	RED APRON
Registration Number:	5035763	550 EVENTS
Registration Number:	5092282	THE SOVEREIGN
Registration Number:	5829272	OWEN'S ORDINARY
Registration Number:	5396958	HAZEL
Registration Number:	5877106	FIRE PANDA HAZEL'S HOT SAUCE
Registration Number:	4537257	EVENING STAR
Registration Number:	4327915	PLANET WINE

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2159814538

**Email:** Peter.Wakiyama@troutman.com

**Correspondent Name:** Peter T Wakiyama

**Address Line 1:** 3000 Two Logan Square

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

**ATTORNEY DOCKET NUMBER:** 251727.17

**NAME OF SUBMITTER:** Peter T Wakiyama

**SIGNATURE:** /ptw/

**DATE SIGNED:** 12/18/2020

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of December 11, 2020 by and between (i) **THE FREEDOM BANK OF VIRGINIA (“Bank”)**, and (ii) **MAJESTIC GRILL, INC.**, a Virginia corporation (“**Majestic**”), (iii) **NEIGHBORHOOD RESTAURANT GROUP III, LLC**, a Virginia limited liability company (“**NRG III**”), (iv) **NEIGHBORHOOD RESTAURANT GROUP VII, LLC**, a Virginia limited liability company (“**NRG VII**”), (v) **NEIGHBORHOOD RESTAURANT GROUP IX, LLC**, a Virginia limited liability company (“**NRG IX**”), (vi) **NEIGHBORHOOD RESTAURANT GROUP XII, LLC**, a District of Columbia limited liability company (“**NRG XII**”), (vii) **NEIGHBORHOOD RESTAURANT GROUP XIX, LLC**, a District of Columbia limited liability company (“**NRG XIX**”), (viii) **NEIGHBORHOOD RESTAURANT GROUP XX, LLC**, a Maryland limited liability company (“**NRG XX**”), (ix) **NEIGHBORHOOD RESTAURANT GROUP XXIV, LLC**, a District Columbia limited liability company (“**NRG XXIV**”) and (x) **NRG PIZZA, LLC**, a New York limited liability company (“**Pizza**” and together with Majestic, NRG III, NRG VII, NRG IX, NRG XII, NRG XIX, NRG XX and NRG XXIV, collectively, the “**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to Grantor, in the amounts and manner set forth in that certain Credit and Security Agreement, dated as of the date hereof by and between Grantor and Bank (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantor under the Credit Agreement and the other Loan Documents.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations (as defined in the Credit Agreement), Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

3. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections (excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office; provided that upon such filing and acceptance, such applications shall be included), and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

4. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; and

5. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This 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.

THE LAWS OF THE COMMONWEALTH OF VIRGINIA SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT.

[Signature page follows.]

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed and delivered this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

2000 Mt. Vernon Avenue  
Alexandria, VA 22301

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Alexandria, VA 22301

2000 Mt. Vernon Avenue  
Alexandria, VA 22301

2000 Mt. Vernon Avenue  
Alexandria, VA 22301

2000 Mt. Vernon Avenue  
Alexandria, VA 22301

GRANTOR:

**MAJESTIC GRILL, INC**

By: James M. Babin (SEAL)  
Name: James Michael Babin  
Title: President

**NEIGHBORHOOD RESTAURANT GROUP  
III, LLC**

By: James M. Babin (SEAL)  
Name: James Michael Babin  
Title: Member

**NEIGHBORHOOD RESTAURANT GROUP  
VII, LLC**  
By NRG Management, LLC

By: James M. Babin (SEAL)  
Name: James Michael Babin  
Title: Managing Member

**NEIGHBORHOOD RESTAURANT GROUP  
IX, LLC**

By: James M. Babin (SEAL)  
Name: James Michael Babin  
Title: Managing Member

**NEIGHBORHOOD RESTAURANT GROUP  
XII, LLC**

By: James M. Babin (SEAL)  
Name: James Michael Babin  
Title: Managing Member

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007139 FRAME: 0604**

2000 Mt. Vernon Avenue  
Alexandria, VA 22301

**NEIGHBORHOOD RESTAURANT GROUP  
XIX, LLC**

By: James M. Babin (SEAL)  
Name: James Michael Babin  
Title: Managing Member

2000 Mt. Vernon Avenue  
Alexandria, VA 22301

**NEIGHBORHOOD RESTAURANT GROUP  
XX, LLC**

By: James M. Babin (SEAL)  
Name: James Michael Babin  
Title: Managing Member

2000 Mt. Vernon Avenue  
Alexandria, VA 22301

**NEIGHBORHOOD RESTAURANT GROUP  
XXIV, LLC**

By: James M. Babin (SEAL)  
Name: James Michael Babin  
Title: Managing Member:

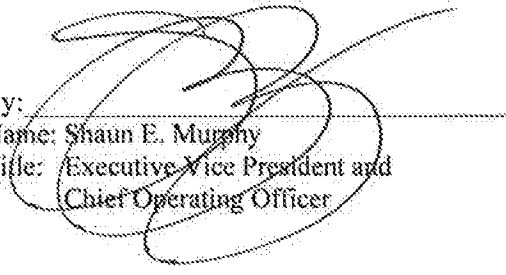
2000 Mt. Vernon Avenue  
Alexandria, VA 22301

**NRG PIZZA, LLC**

By: James M. Babin (SEAL)  
Name: James Michael Babin  
Title: Managing Member

BANK:

**THE FREEDOM BANK OF VIRGINIA**

By:   
Name: Shaun E. Murphy  
Title: Executive Vice President and  
Chief Operating Officer

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

No copyright registrations.



EXHIBIT B

Patents

No patent registrations.

EXHIBIT C

Trademarks

**NRG PIZZA**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Live/Dead</b>
88604227	6176917	SLICE JOINT	LIVE

**Owner**

NRG Pizza, LLC

**NEIGHBORHOOD RESTAURANT GROUP III, LLC**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Live/Dead</b>
85591308	4460853	RUSTICO	LIVE

**Owner**

Neighborhood Restaurant Group III, LLC

**NEIGHBORHOOD RESTAURANT GROUP VII, LLC**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Live/Dead</b>
85621988	4246064	BIRCH & BARLEY	LIVE
85591335	5169108	CHURCHKEY	LIVE

**Owner**

Neighborhood Restaurant Group VII, LLC

Neighborhood Restaurant Group VII, LLC

**NEIGHBORHOOD RESTAURANT GROUP IX, LLC**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Live/Dead</b>
86217225	4780012	THE PARTISAN	LIVE
86156064	4706398	CRÈME DE COCHON	LIVE
85665862	4390665	RED APRON	LIVE

**Owner**

Neighborhood Restaurant Group IX, LLC

Neighborhood Restaurant Group IX, LLC

Neighborhood Restaurant Group IX, LLC

**NEIGHBORHOOD RESTAURANT GROUP XII, LLC**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Live/Dead</b>
86885882	5035763	550 EVENTS	LIVE

**Owner**

Neighborhood Restaurant Group XII, LLC

**NEIGHBORHOOD RESTAURANT GROUP XIX, LLC**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Live/Dead</b>
86701626	5092282	THE SOVEREIGN	LIVE

**Owner**

Neighborhood Restaurant Group XIX, LLC

**NEIGHBORHOOD RESTAURANT GROUP XX, LLC**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Live/Dead</b>
87021315	5829272	OWEN'S ORDINARY	LIVE

**Owner**

Neighborhood Restaurant Group XX, LLC

**NEIGHBORHOOD RESTAURANT GROUP XXIV, LLC**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Live/Dead</b>
86885797	5396958	HAZEL	LIVE
87722891	5877106	FIRE PANDA HAZEL'S HOT SAUCE	LIVE

**Owner**

Neighborhood Restaurant Group XXIV, LLC

Neighborhood Restaurant Group XXIV, LLC

**MAJESTIC GRILL, INC.**

<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Live/Dead</b>
86089637	4537257	EVENING STAR	LIVE
85720795	4327915	PLANET WINE	LIVE

**Owner**

Majestic Grill, Inc.

Majestic Grill, Inc.