

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616918

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|---------------------------------------|
| Zaxby's Franchising LLC | | 12/28/2020 | Limited Liability Company: GEORGIA |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | Morgan Stanley Senior Funding, Inc. |
| Street Address: | 1300 Thames Street, 4th Floor |
| Internal Address: | Thames Street Wharf |
| City: | Baltimore |
| State/Country: | MARYLAND |
| Postal Code: | 21231 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 50

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------|
| Registration Number: | 5465736 | BBQ |
| Registration Number: | 2811812 | BUFFALO FINGERZ |
| Registration Number: | 4805305 | CHICKENFLAGE |
| Registration Number: | 4572443 | CHECK-IN FOR CHICKEN |
| Registration Number: | 5801334 | CRAVELICIOUS |
| Registration Number: | 5336446 | FRIENDS. FAMILY. FLAVOR. |
| Registration Number: | 5465733 | HOT HONEY MUSTARD |
| Registration Number: | 5249867 | INDESCRIBABLY GOOD |
| Registration Number: | 5613554 | INSANE |
| Registration Number: | 5618138 | INSANE |
| Registration Number: | 2728280 | KIDDIE CHEESE |
| Registration Number: | 2596276 | KIDDIE FINGER |
| Registration Number: | 3783618 | KIDZ NIBBLER |
| Registration Number: | 4835204 | LZ |
| Registration Number: | 4840020 | LZ |
| Registration Number: | 6135907 | |
| Registration Number: | 6136397 | |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 4804112 | |
| Registration Number: | 4090478 | |
| Registration Number: | 6009545 | NIBBLERZ |
| Registration Number: | 5465731 | NUCLEAR |
| Registration Number: | 5465732 | ORIGINAL |
| Registration Number: | 5814861 | SOUTHERN TLC |
| Registration Number: | 5991912 | SOUTHERN TLC WITH MAYO TOMATO · LETTUCE· |
| Registration Number: | 6015472 | SOUTHWEST CHIPOTLE FILLET SANDWICH |
| Registration Number: | 5465734 | SWEET & SPICY |
| Registration Number: | 5465735 | TERIYAKI |
| Registration Number: | 4650547 | THE OFFICIAL CHICKEN OF SPORTS FANZ |
| Registration Number: | 3402748 | THE ZENSATION |
| Registration Number: | 5905197 | THE ZENSATION |
| Registration Number: | 2653300 | TONGUE TORCH |
| Registration Number: | 5465730 | TONGUE TORCH |
| Registration Number: | 2720810 | ZALADS |
| Registration Number: | 2752555 | ZAPPETIZERS |
| Registration Number: | 3562678 | ZAX KIDZ |
| Registration Number: | 2870574 | ZAX PAK |
| Registration Number: | 2563243 | ZAX SAUCE |
| Registration Number: | 2529454 | ZAX SNAK |
| Registration Number: | 2487337 | ZAXBY'S |
| Registration Number: | 4568225 | ZAXBY'S |
| Registration Number: | 4619980 | ZAXBY'S |
| Serial Number: | 88792544 | ZAXBY'S |
| Serial Number: | 88818264 | ZAXBY'S |
| Registration Number: | 4805330 | ZAXBY'S |
| Registration Number: | 5055428 | ZAXBY'S |
| Registration Number: | 5195746 | ZAXBY'S FANZ OF FLAVOR |
| Registration Number: | 2868595 | ZAXBY'S REAL CHICKEN |
| Registration Number: | 3159709 | ZESTABLE DIP |
| Registration Number: | 4894408 | ZUZY |
| Registration Number: | 5271620 | ZUZY |

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 212-841-0406

Email: USTrademarkMail@ropesgray.com,
melissa.karasavidis@ropesgray.com
Correspondent Name: Melissa Karasavidis, Ropes & Gray LLP
Address Line 1: 1211 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: GSCD-374

NAME OF SUBMITTER: Melissa Karasavidis

SIGNATURE: /Melissa Karasavidis/

DATE SIGNED: 12/28/2020

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2020, is made by the entity listed as Grantor on the signature page hereto (the “**Grantor**”), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Second Lien Agent**”).

WHEREAS, pursuant to that certain Second Lien Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”, capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement), among the Grantor, the Second Lien Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the Second Lien Credit Agreement), the Grantor has assigned, pledged and granted to the Second Lien Agent a continuing security interest in and to all of its Trademarks, including, without limitation, the Trademarks listed on Schedule I hereto, in each case solely, to the extent the same constitute Collateral (the “**Trademarks**”).

NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantor, as security for payment and performance in full of the Secured Obligations, does hereby create and grant to the Second Lien Agent, for the benefit of the Secured Parties, their successors and permitted assigns, a lien on and security interest in, all of its right, title and interest in, to and under the Trademarks.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantor does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Second Lien Credit Agreement).

The Grantor hereby authorizes and requests that the USPTO record this Second Lien Trademark Security Agreement.

Until the Termination Date (as defined in the Second Lien Credit Agreement), the Second Lien Agent shall retain its security interest in the Trademarks granted herein and in the Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Security Agreement.

This Second Lien Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Second Lien Trademark Security Agreement shall become effective when it shall have been executed by the Grantor party hereto and the Second Lien Agent and when the Second Lien Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page to this Second Lien Trademark Security Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Second Lien Trademark Security Agreement.

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE

**GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE
LAWS OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007147 FRAME: 0810

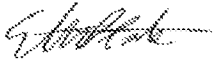
IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ZAXBY'S FRANCHISING LLC, as Grantor

By: 
Name: Zachary W. McLeroy
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MORGAN STANLEY SENIOR FUNDING, INC.
as Second Lien Agent

By:  _____






Name: Ethan Plater

Title: Authorized Signatory

**Schedule I
Trademarks**

U.S. Trademarks and Applications

| Mark | Juris. | App. No. | App. Date | Reg. No | Reg. Date | Owner of Record |
|---|--------|----------|------------|---------|-----------|-------------------------------|
| BBQ & Design  | US | 87347416 | 02/23/2017 | 5465736 | 05/08/18 | ZAXBY'S FRANCHISING LLC |
| BUFFALO FINGERZ | US | 78163447 | 09/12/02 | 2811812 | 02/03/04 | ZAXBY'S FRANCHISING LLC |
| CHICKENFLAGE | US | 86357880 | 08/05/14 | 4805305 | 09/01/15 | ZAXBY'S FRANCHISING LLC |
| CHECK-IN FOR CHICKEN | US | 86167518 | 01/16/14 | 4572443 | 07/22/14 | ZAXBY'S FRANCHISING LLC |
| CRAVELICIOUS | US | 87749956 | 01/10/18 | 5801334 | 07/09/19 | ZAXBY'S FRANCHISING LLC |
| FRIENDS. FAMILY. FLAVOR. | US | 87140058 | 08/16/16 | 5336446 | 11/14/17 | ZAXBY'S FRANCHISING LLC |
| HOT HONEY MUSTARD & Design  | US | 87347400 | 02/23/17 | 5465733 | 05/08/18 | ZAXBY'S FRANCHISING LLC |
| INDESCRIBABLY GOOD | US | 87251695 | 11/30/16 | 5249867 | 07/25/17 | ZAXBY'S FRANCHISING LLC |
| INSANE | US | 87751372 | 01/11/18 | 5613554 | 11/20/18 | ZAXBY'S FRANCHISING LLC |
| INSANE & Design  | US | 87347444 | 02/23/17 | 5618138 | 11/27/18 | ZAXBY'S FRANCHISING LLC |
| KIDDIE CHEESE | US | 76107064 | 08/11/00 | 2728280 | 06/17/03 | ZAXBY'S FRANCHISING LLC |
| KIDDIE FINGER | US | 76107065 | 08/11/00 | 2596276 | 07/16/02 | ZAXBY'S FRANCHISING LLC |
| KIDZ NIBBLER | US | 77751746 | 06/04/09 | 3783618 | 05/04/10 | ZAXBY'S FRANCHISING LLC |
| LZ | US | 86501068 | 01/12/15 | 4835204 | 10/20/15 | ZAXBY'S FRANCHISING |

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| | | | | | | LLC |
| LZ & Design  | US | 86502957 | 01/14/15 | 4840020 | 10/27/15 | ZAXBY'S FRANCHISING LLC |
| MISCELLANEOUS DESIGN (CHICKEN LOGO IN CIRCLE)  | US | 88792547 | 02/11/20 | 6135907 | 08/25/20 | ZAXBY'S FRANCHISING LLC |
| MISCELLANEOUS DESIGN (CHICKEN LOGO IN CIRCLE)  | US | 88818266 | 03/03/20 | 6136397 | 08/25/20 | ZAXBY'S FRANCHISING LLC |
| MISCELLANEOUS DESIGN (SILHOUETTE OF AVIATOR CHICKEN)  | US | 86525178 | 02/05/15 | 4804112 | 09/01/15 | ZAXBY'S FRANCHISING LLC |
| MISCELLANEOUS DESIGN (SILHOUETTE OF CHICKEN IN CIRCLE)  | US | 85335260 | 06/01/11 | 4090478 | 01/24/12 | ZAXBY'S FRANCHISING LLC |
| NIBBLERZ | US | 88431375 | 05/15/19 | 6009545 | 03/10/20 | ZAXBY'S FRANCHISING LLC |
| NUCLEAR & Design  | US | 87347358 | 02/23/17 | 5465731 | 05/08/18 | ZAXBY'S FRANCHISING LLC |
| ORIGINAL & Design  | US | 87347365 | 02/23/17 | 5465732 | 05/08/18 | ZAXBY'S FRANCHISING LLC |
| SOUTHERN TLC | US | 88000878 | 06/14/18 | 5814861 | 07/23/19 | ZAXBY'S FRANCHISING LLC |
| SOUTHERN TLC & | US | 88007356 | 06/20/18 | 5991912 | 02/18/20 | ZAXBY'S FRANCHISING |

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| DESIGN  | | | | | | LLC |
| SOUTHWEST CHIPOTLE FILLET SANDWICH | US | 88377562 | 04/09/19 | 6015472 | 03/17/20 | ZAXBY'S FRANCHISING LLC |
| SWEET & SPICY & Design  | US | 87347406 | 02/23/17 | 5465734 | 05/08/18 | ZAXBY'S FRANCHISING LLC |
| TERIYAKI & Design  | US | 87347415 | 02/23/17 | 5465735 | 05/08/18 | ZAXBY'S FRANCHISING LLC |
| THE OFFICIAL CHICKEN OF SPORTS FANZ | US | 86975466 | 11/15/13 | 4650547 | 12/02/14 | ZAXBY'S FRANCHISING LLC |
| THE ZENSATION | US | 77137598 | 03/22/07 | 3402748 | 03/25/08 | ZAXBY'S FRANCHISING LLC |
| THE ZENSATION | US | 88276106 | 01/25/19 | 5905197 | 11/05/19 | ZAXBY'S FRANCHISING LLC |
| TONGUE TORCH | US | 76111170 | 08/11/00 | 2653300 | 11/26/02 | ZAXBY'S FRANCHISING LLC |
| TONGUE TORCH & Design  | US | 87347349 | 02/23/17 | 5465730 | 05/08/18 | ZAXBY'S FRANCHISING LLC |
| ZALADS | US | 76373369 | 02/22/02 | 2720810 | 06/03/03 | ZAXBY'S FRANCHISING LLC |
| ZAPPETIZERS | US | 76456336 | 10/07/02 | 2752555 | 08/19/03 | ZAXBY'S FRANCHISING LLC |
| ZAX KIDZ | US | 78939870 | 07/28/06 | 3562678 | 01/13/09 | ZAXBY'S FRANCHISING LLC |
| ZAX PAK | US | 78205272 | 01/21/03 | 2870574 | 08/03/04 | ZAXBY'S FRANCHISING LLC |
| ZAX SAUCE | US | 76107551 | 08/11/00 | 2563243 | 04/23/02 | ZAXBY'S FRANCHISING LLC |
| ZAX SNAK | US | 76107505 | 08/11/00 | 2529454 | 01/15/02 | ZAXBY'S FRANCHISING LLC |
| ZAXBY'S | US | 76107372 | 08/11/00 | 2487337 | 09/11/01 | ZAXBY'S FRANCHISING LLC |
| ZAXBY'S | US | 86141621 | 12/12/13 | 4568225 | 7/15/14 | ZAXBY'S FRANCHISING |

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| | | | | | | LLC |
| ZAXBY'S | US | 86141573 | 12/12/13 | 4619980 | 10/14/14 | ZAXBY'S FRANCHISING LLC |
| ZAXBY'S | US | 88792544 | 02/11/20 | [Pending] | [Pending] | ZAXBY'S FRANCHISING LLC |
| ZAXBY'S | US | 88818264 | 03/03/20 | [Pending] | [Pending] | ZAXBY'S FRANCHISING LLC |
| ZAXBY'S & Design (Camouflage Background)  | US | 86372055 | 08/20/14 | 4805330 | 09/01/15 | ZAXBY'S FRANCHISING LLC |
| ZAXBY'S & Design (Silhouette of Chicken in Circle)  | US | 86568318 | 03/18/15 | 5055428 | 10/04/16 | ZAXBY'S FRANCHISING LLC |
| ZAXBY'S FANZ OF FLAVOR | US | 87232490 | 11/10/16 | 5195746 | 05/02/17 | ZAXBY'S FRANCHISING LLC |
| ZAXBY'S REAL CHICKEN & Design  | US | 76490599 | 02/19/03 | 2868595 | 08/03/04 | ZAXBY'S FRANCHISING LLC |
| ZESTABLE DIP | US | 78210479 | 02/04/03 | 3159709 | 10/17/06 | ZAXBY'S FRANCHISING LLC |
| ZUZY | US | 86504542 | 01/15/15 | 4894408 | 02/02/16 | ZAXBY'S FRANCHISING LLC |
| ZUZY & Design  | US | 86562983 | 03/13/15 | 5271620 | 08/22/17 | ZAXBY'S FRANCHISING LLC |