

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

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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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST 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 “**First Lien Agent**”).

WHEREAS, pursuant to that certain First 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 First Lien Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in the First Lien Credit Agreement), the Grantor has assigned, pledged and granted to the First 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 First 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 First Lien Credit Agreement).

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

Until the Termination Date (as defined in the First Lien Credit Agreement), the First 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 First 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 First Lien Trademark Security Agreement shall become effective when it shall have been executed by the Grantor party hereto and the First Lien Agent and when the First 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 First 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 First Lien Trademark Security Agreement.

THIS FIRST 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 FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007196 FRAME: 0305

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

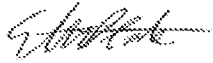
ZAXBY'S FRANCHISING LLC, as Grantor



By: _____
Name: Zachary W. McCreary
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MORGAN STANLEY SENIOR FUNDING, INC.
as First 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

						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

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

						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