

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FREDDY'S, L.L.C.		03/03/2021	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC		
Street Address:	150 S. Wacker Drive		
Internal Address:	Suite 500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4414677	FREDDY'S	
Registration Number:	5288625	FREDDY'S FAMOUS FRY SAUCE	
Registration Number:	5480640	FREDDY'S FAMOUS JALAPEÑO FRY SAUCE	
Registration Number:	5381592	FREDDY'S FAMOUS STEAKBURGER & FRY SEASON	
Registration Number:	2781465	FREDDY'S FROZEN CUSTARD	
Registration Number:	3770619	FREDDY'S FROZEN CUSTARD & STEAKBURGERS	
Registration Number:	5971438	FREDDY'S FROZEN CUSTARD & STEAKBURGERS	
Registration Number:	5491489	FREDDY'S FROZEN CUSTARD & STEAKBURGERS	
Registration Number:	5492258	FREDDY'S FROZEN CUSTARD & STEAKBURGERS	
Registration Number:	4252523	FREDDY'S FROZEN CUSTARD & STEAKBURGERS	
Registration Number:	3968515	FREDDY'S FROZEN CUSTARD & STEAKBURGERS	
Registration Number:	2918942	FREDDY'S FROZEN CUSTARD	
Registration Number:	3767435		
Registration Number:	4171750	FREDUCATION	
Registration Number:	4160863	GRILLIN' SCOOPIN' ROCKIN'	
Registration Number:	6176644	ORDER. EAT. EARN. FREDDY'S REWARDS BE AF	
Registration Number:	3754720	THE TASTE THAT BRINGS YOU BACK	

OP \$440.00 4414677

CORRESPONDENCE DATA**Fax Number:** 7045032622*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:** 7045032600**Email:** msheehan@kslaw.com**Correspondent Name:** King & Spalding LLP**Address Line 1:** 300 S. Tryon St., Ste 1700**Address Line 2:** Attn: Moira Sheehan**Address Line 4:** Charlotte, NORTH CAROLINA 28202**ATTORNEY DOCKET NUMBER:** 24080 515005**NAME OF SUBMITTER:** Moira Sheehan**SIGNATURE:** /Moira Sheehan/**DATE SIGNED:** 03/03/2021**Total Attachments: 10**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 3, 2021, is made by and among FREDDY'S, L.L.C., a Kansas limited liability company (the "Grantor"), in favor of Golub Capital Markets LLC, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and assigns, the "Grantee"), for the benefit of itself and the other Secured Parties. Capitalized terms used but not otherwise defined in this Trademark Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of March 3, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto from time to time, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to the Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of March 3, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications for which a statement of use has not been filed with the U.S. Patent and Trademark Office (but only until such statement is filed with the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern.

This Trademark Security Agreement constitutes a Loan Document. This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

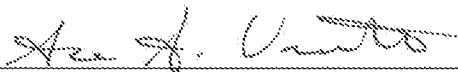
THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.


GRANTORS:

FREDDY'S, L.L.C., a Kansas limited liability company, as Grantor

By: 
Name: Alexis Vanstone
Title: Vice President

Acknowledged:



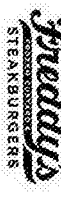

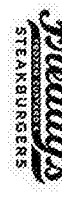
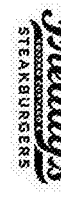
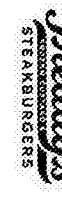
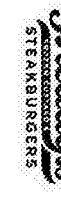
GOLUB CAPITAL MARKETS LLC,
as Administrative Agent










By: 
Name: Marc C. Robinson
Title: Senior Managing Director

Schedule 1 to Trademark Security Agreement




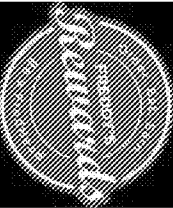

U.S. TRADEMARK REGISTRATIONS

(A) Trademark	(B) Country	App'n No	App'n Date	Reg. No	Reg. Date	Trademark Status
FREDDY'S FROZEN CUSTARD & STEAKBURGERS	Canada	1819931	Jan 26 2017	TMA1057846	Oct 7 2019	Registered
Freddy's and Design	China	40843441	Sep 5 2019			Pending
Freddy's and Design	China	40843442	Sep 5 2019	40843442	Aug 21 2020	Registered
Freddy's and Design	China	40843444	Sep 5 2019	40843444	May 7 2020	Registered
Freddy's and Design	China	40843445	Sep 5 2019	40843445	Aug 21 2020	Registered
Freddy's and Design	China	40843446	Sep 5 2019	40843446	Sep 28 2020	Registered
Freddy's and Design	China	40843447	Sep 5 2019	40843447	Sep 28 2020	Registered
Freddy's and Design	China	40843584	Sep 5 2019	40843584	Aug 21 2020	Registered
Freddy's and Design	China	44579045	Mar 13 2020			Pending

(A) Trademark		(B) Country	App'n No	App'n Date	Reg. No	Reg. Date	Trademark Status
FREDDY'S FROZEN CUSTARD & STEAKBURGERS (Stylized/Color)		China	40843439	Sep 5 2019			Pending
FREDDY'S FROZEN CUSTARD & STEAKBURGERS, Stylized Greyscale		China	40843449	Sep 5 2019			Pending
FREDDY'S FROZEN CUSTARD & STEAKBURGERS, Stylized Greyscale		China	40843450	Sep 5 2019	40843450	Aug 21 2020	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS, Stylized Greyscale		China	40843452	Sep 5 2019	40843452	May 14 2020	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS, Stylized Greyscale		China	40843453	Sep 5 2019	40843453	Aug 21 2020	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS, Stylized Greyscale		China	40843454	Sep 5 2019	40843454	Sep 28 2020	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS, Stylized Greyscale		China	40843455	Sep 5 2019	40843455	Aug 21 2020	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS, Stylized Greyscale		China	40843457	Sep 5 2019	40843457	Aug 21 2020	Registered

(A) Trademark	(B) Country	App'n No	App'n Date	Reg. No	Reg. Date	Trademark Status
Freddy's Frozen Custard & Steakburgers & Design in Series 	Hong Kong	305039875	Aug 28 2019	305039875	Aug 28 2019	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS (Stylized/Color) 	Indonesia		Aug 19 2019	1491457	Aug 19 2019	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS (Stylized/Color) 	Japan		Aug 19 2019	1491457	Aug 19 2019	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS (Stylized/Color) 	Malaysia	2019035345	Sep 25 2019			Pending
FREDDY'S FROZEN CUSTARD & STEAKBURGERS (Stylized/Color) 	Philippines		Aug 19 2019	1491457	Mar 19 2020	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS (Stylized/Color) 	Singapore	40201922154S		492291822154S	Aug 19 2019	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS (Stylized/Color) 	Taiwan	108063622	Sep 26 2019	02070216	Jul 1 2020	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS (Stylized/Color) 	Thailand	190132273	Aug 23 2019			Pending
FREDDY'S 	United States of America	85868191	Mar 6 2013	4414677	Oct 8 2013	Registered

(A) Trademark	(B) Country	App'n No	App'n Date	Reg. No	Reg. Date	Trademark Status
FREDDY'S FAMOUS FRY SAUCE	United States of America	86883842	Jan 22 2016	5288625	Sep 19 2017	Registered
FREDDY'S FAMOUS JALAPEÑO FRY SAUCE	United States of America	87658122	Oct 24 2017	5480640	May 29 2018	Registered
FREDDY'S FAMOUS STEAKBURGER & FRY SEASONING	United States of America	87115367	Jul 25 2016	5381592	Jan 16 2018	Registered
FREDDY'S FROZEN CUSTARD	United States of America	76436752	Aug 2 2002	2781465	Nov 11 2003	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS	United States of America	77800845	Aug 10 2009	3770619	Apr 6 2010	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS (& Design)	United States of America	88456982	Jun 3 2019	5971438	Jan 28 2020	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS (Stylized/Color)	United States of America	87669092	Nov 2 2017	5491489	Jun 12 2018	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS and Side Ice Cream Cone Design Color	United States of America	87720001	Dec 13 2017	5492258	Jun 12 2018	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS, and Ice Cream Cone Top Greyscale Design	United States of America	85421766	Sep 13 2011	4252523	Dec 4 2012	Registered

(A) Trademark		(B) Country	App'n No	App'n Date	Reg. No	Reg. Date	Trademark Status
FREDDY'S FROZEN CUSTARD & STEAKBURGERS, Stylized Greyscale		United States of America	77941652	Feb 22 2010	3968515	May 31 2011	Registered
FREDDY'S FROZEN CUSTARD, and Ice Cream, Hamburger and Fries Design		United States of America	78299242	Sep 11 2003	2918942	Jan 18 2005	Registered
Freddy's Ice Cream Design mark (Device only)		United States of America	77840346	Oct 2 2009	3767435	Mar 30 2010	Registered
FREDDUCATION		United States of America	85485213	Dec 1 2011	4171750	Jul 10 2012	Registered
GRILLIN' SCOOPIN' ROCKIN'		United States of America	85452318	Oct 20 2011	4160863	Jun 19 2012	Registered
ORDER. EAT. EARN. FREDDY'S REWARDS BE A FREDHEAD		United States of America	88729004	Dec 16 2019	6176644	Oct 13 2020	Registered
THE TASTE THAT BRINGS YOU BACK		United States of America	77799958	Aug 7 2009	3754720	Mar 2 2010	Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS (Stylized/Color)		Vietnam		Aug 19 2019	1491457	Aug 19 2019	Registered

(A) Trademark	(B) Country	App'n No	App'n Date	Reg. No	Reg. Date	Trademark Status
FREDDY'S FROZEN CUSTARD & STEAKBURGERS (Stylized/Color)	WIPO			1491457	Aug 19 2019	Registered
FREDDY'S FROZEN CUSTARD AND STEAKBURGERS	Kuwait	196457	December 20, 2017			Registered
Freddy's FROZEN CUSTARD & STEAKBURGERS and Design	Republic of Korea	4020190144128	September 19, 2019			Refused Registration
FREDDY'S	UAE	284687	December 18, 2017			Registered
Freddy's FROZEN CUSTARD & STEAKBURGERS and Design	UAE	276087	July 9, 2017	AE284687	August 2, 2018	Registered
Freddy's FROZEN CUSTARD & STEAKBURGERS and Design	Saudi Arabia	139322	March 20, 2018	AE276087	December 12, 2017	Registered
FREDDY'S FROZEN CUSTARD AND STEAKBURGERS	Lebanon	188488	October 24, 2018			Registered
FREDDY'S FROZEN CUSTARD & STEAKBURGERS	Qatar	121748	March 28, 2018			Pending

TRADEMARK