

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638922

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE ROUND TABLE FRANCHISE CORPORATION		04/05/2021	Corporation: CALIFORNIA
GAC FRANCHISE BRANDS, LLC		04/05/2021	Limited Liability Company: DELAWARE
HDOS FRANCHISE BRANDS, LLC		04/05/2021	Limited Liability Company: DELAWARE
MAGGIEMOO'S FRANCHISE BRANDS, LLC		04/05/2021	Limited Liability Company: DELAWARE
MARBLE SLAB FRANCHISE BRANDS, LLC		04/05/2021	Limited Liability Company: DELAWARE
PM FRANCHISE BRANDS, LLC		04/05/2021	Limited Liability Company: DELAWARE
PT FRANCHISE BRANDS, LLC		04/05/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	5789894	ROUND TABLE PIZZA ROYALTY
Registration Number:	6103287	REIGN OF FIRE
Registration Number:	5789840	ROUND TABLE
Registration Number:	5857068	ROUND TABLE
Registration Number:	5868413	RT ROUND TABLE PIZZA SINCE 1959
Registration Number:	6257755	GREAT AMERICAN COOKIES
Registration Number:	5718895	
Registration Number:	6240580	MARBLE SLAB CREAMERY
Serial Number:	90468416	MARBLE SLAB CREAMERY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5536932	FRESH TWIST BY PRETZELMAKER
Registration Number:	5831791	MAJESTIC SHAKES
Serial Number:	88862058	
Serial Number:	90468367	GREAT AMERICAN COOKIES
Registration Number:	5575560	PATCHMASTER THE DRYWALL REPAIR SPECIALIS
Registration Number:	5287704	PATCHMASTER

CORRESPONDENCE DATA

Fax Number: 2122919868
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) 558-4229
Email: demarcor@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name: Raffaele A. DeMarco
Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004-2498

NAME OF SUBMITTER:	Raffaele A. DeMarco
SIGNATURE:	/Raffaele A. DeMarco/
DATE SIGNED:	04/13/2021

Total Attachments: 12

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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 5, 2021 (this "Agreement"), is made by the persons listed on the signature pages hereto (each a "Pledgor" and collectively, the "Pledgors"), in favor of BMO Harris Bank N.A., as collateral agent for the Secured Parties (as defined below) (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 19, 2018, by and among Global Franchise Group, LLC, a Delaware limited liability company (the "Borrower"), GFG Intermediate Holdings, Inc., a Delaware limited liability company ("Holdings"), Collateral Agent and the other persons signatory thereto (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the lender parties thereto have agreed to extend credit to the Pledgors subject to the terms and conditions set forth therein;

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement, dated as of November 19, 2018, in favor of the Collateral Agent (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Pledgors granted a continuing security interest in the Intellectual Property Collateral (as defined in the Security Agreement) to the Collateral Agent and are required to execute and deliver this Agreement;

WHEREAS, this Agreement supplements that certain Intellectual Property Security Agreement dated November 19, 2018, between the Pledgors and the Collateral Agent; and

WHEREAS, the Pledgors have duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Pledgors hereby agree for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Security Agreement.
2. Grant of Security Interest in Intellectual Property Collateral. Each of the Pledgors hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, and continuing lien on, all of its right, title and interest in and to the Patents, Copyrights and Trademarks, (including, without limitation, those items set forth on Schedule A). Notwithstanding anything herein (including Schedule A) to the contrary, for the avoidance of doubt, in no event shall the security interest and lien granted under this Security

Exhibit II-1

Agreement attach to (nor shall the Intellectual Property Collateral include) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or any intellectual property or rights therein or thereto if the grant of a security interest in such intellectual property would result in the cancellation or voiding of such intellectual property or such rights.

3. Purpose. This Agreement has been executed and delivered by the Pledgors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. This Agreement and the security interest granted herein shall terminate with respect to all of the Pledgors’ obligations and any lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Pledgor’s obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to each Pledgor, upon request, an instrument in writing releasing the security interest in the Intellectual Property Collateral granted pursuant to this Agreement. Additionally, the Collateral Agent shall reasonably cooperate with any efforts made by any Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Intellectual Property Collateral.

5. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute but one and the same instrument.

6. APPLICABLE LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

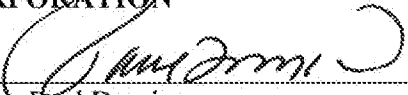
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Exhibit II-2

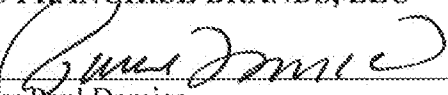
IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

PLEDGORS:


THE ROUND TABLE FRANCHISE CORPORATION

By: 
Name: Paul Damico
Title: Chief Executive Officer

GAC FRANCHISE BRANDS, LLC

By: 
Name: Paul Damico
Title: Chief Executive Officer

HDOS FRANCHISE BRANDS, LLC

By: 
Name: Paul Damico
Title: Chief Executive Officer

MAGGIEMOO'S FRANCHISE BRANDS, LLC

By: 
Name: Paul Damico
Title: Chief Executive Officer

MARBLE SLAB FRANCHISE BRANDS, LLC

By: 
Name: Paul Damico
Title: Chief Executive Officer

PM FRANCHISE BRANDS, LLC

By: 
Name: Paul Damico
Title: Chief Executive Officer

PT FRANCHISE BRANDS, LLC

By: 
Name: Paul Damico
Title: Chief Executive Officer

[Signature Page to Supplemental Intellectual Property Security Agreement]

COLLATERAL AGENT:

BMO HARRIS BANK N.A.



By: _____


Name: John Buchta

Title: Managing Director

Schedule A

I. Trademarks

1. Registered Trademarks

<u>Trademarks</u>	
	Serial No. 111960 Registration No. 111960 Country/State: California, USA Class & Type: 35 -- Advertising and business. Trademark Name: ROUND TABLE Status: Registered Registration Date: 12/23/1968 Agent/Owner: The Round Table Franchise Corporation
	Serial No. 88/204,921 Registration No. 5,789,894 Country/State: USA Class & Type: 29 - Chicken; chicken wings; salads, namely, fruit, garden and vegetable salads; pork ribs; and cooked vegetables; 30 - Bread sticks; pizza; bread stuffing; and pasta; 43 - Restaurant services; restaurants featuring takeout and delivery services Trademark Name: ROUND TABLE PIZZA ROYALTY & Design  Status: Registered Registration Date 6/25/2019 Agent/Owner: The Round Table Franchise Corporation
	Serial No. 88/431,091 Registration No. 6,103,287 Country/State: USA Class & Type: 43 - Restaurant services; Restaurants featuring takeout and delivery services; Catering services Trademark Name: REIGN OF FIRE Status: Registered Registration Date 7/14/2020 Agent/Owner: The Round Table Franchise Corporation

Serial No. 88/142,513
Registration No. 5,789,840
Country/State: USA
Class & Type: 29 - Chicken; chicken wings; salads, namely, fruit, garden and vegetable salads; pork ribs; and cooked vegetables; 30 - Bread sticks; pizza; bread stuffing; and pasta; 43 - Restaurant services; restaurants featuring takeout and delivery services
Trademark Name: ROUND TABLE (Stylized)

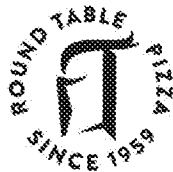
The logo for 'ROUND TABLE' is rendered in a bold, black, serif font. The letters are slightly slanted to the right, giving it a dynamic feel. The 'O's are particularly prominent.

Status: Registered Registration Date 6/25/2019
Agent/Owner: The Round Table Franchise Corporation

Serial No. 88/327,341
Registration No. 5,857,068
Country/State: USA
Class & Type: 29 -Chicken; Chicken wings; Salads, namely, fruit, garden and vegetable salads; Pork ribs; Cooked vegetables; 30 - Bread sticks; pizza; bread stuffing; and pasta; 43 - Restaurant services; Restaurants featuring takeout and delivery services; Catering services.
Trademark Name: ROUND TABLE

Status: Registered Registration Date 9/10/2019
Agent/Owner: The Round Table Franchise Corporation

Serial No. 88/363,470
Registration No. 5,868,413
Country/State: USA
Class & Type: 29 -Chicken; Chicken wings; Salads, namely, fruit, garden and vegetable salads; Pork ribs; Cooked vegetables; 30 - Bread sticks; pizza; bread stuffing; and pasta; 43 - Restaurant services; Restaurants featuring takeout and delivery services; Catering services.
Trademark Name: RT ROUND TABLE PIZZA SINCE 1959 & Design



Status: Registered Registration Date 9/24/2019
Agent/Owner: The Round Table Franchise Corporation

Serial No. 88/445,065
Registration No. 6,257,755
Country/State: United States
Class & Type: 30 - Muffins, cookies, brownies and cookie cakes.
35 - Franchising services, namely, offering technical assistance in the establishment and operation of retail bakery stores; Retail bakery store services; Retail cookie store services
Trademark Name: GREAT AMERICAN COOKIES Stylized & Design (B&W)



Status: Allowed Registration Date: 1/26/2021
Agent/Owner: GAC Franchise Brands, LLC

Serial No. 87/576,523
Registration No. 5,718,895
Country/State: USA
Class & Type: 43 – Restaurant services
Trademark Name: SHIRT DESIGN w/Collar (Color)



Status: Registered Registration Date 4/9/2019
Agent/Owner: HDOS Franchise Brands, LLC

Serial No. 88/444,997
Registration No. N/A6240580
Country/State: UNITED STATES
Class & Type: 30 - Frozen confections; cakes; cookies; pies; ice cream products, namely, ice cream, ice cream drinks, and ice cream sandwiches; frozen yogurt; 35 - Franchising services, namely, offering business management assistance in the establishment and operation of ice cream parlors; Retail store services featuring ice cream for consumption off the premises; 43 - Restaurant services, namely, ice cream parlors; catering services

Trademark Name: MARBLE SLAB CREAMERY Stylized & Design (B&W)



Status: Pending Registered ration Date N/A1/05/2021

Agent/Owner: Marble Slab Franchise Brands, LLC

Serial No. 90/468,416
Registration No. N/A
Country/State: UNITED STATES
Class & Type: 30 - Frozen confections; cakes; cookies; pies; ice cream products, namely, ice cream, ice cream drinks, and ice cream sandwiches; frozen yogurt; 35 - Franchising services, namely, offering business management assistance in the establishment and operation of ice cream parlors; Retail store services featuring ice cream for consumption off the premises; 43 - Restaurant services, namely, ice cream parlors; catering services

Trademark Name: MARBLE SLAB CREAMERY Stylized & Design



Status: Pending Registration Date N/A

Agent/Owner: Marble Slab Franchise Brands, LLC

Serial No. 87/479,077
Registration No. 5536932
Country/State: United States
Class & Type: 43 – restaurant services; take-out restaurant services
Trademark Name: FRESH TWIST BY PRETZELMAKER and Design



Agent / Owner: PM Franchise Brands, LLC

Serial No. 88/108,522
Registration No. 5831791
Country/State: United States
Class & Type: 30 – Frozen confections; ice cream products, namely, ice cream and ice cream drinks.
Trademark Name: MAJESTIC SHAKES
Status: Registered Registration Date 8/13/2019
Agent / Owner: Marble Slab Franchise Brands, LLC

Serial No. 88/445,065
Registration No. 6,257,755
Country/State: United States
Class & Type: 30, 35 – cookies, brownies and cookie cakes; franchising services, namely, offering technical assistance in the establishment and operation of retail bakery stores; Retail bakery store services; Retail cookie store services.
Trademark Name: GREAT AMERICAN COOKIES




Status: Registered Registration Date 1/26/2021
Agent / Owner: GAC Franchise Brands, LLC

Serial No. 88/862,058
Registration No. N/A
Country/State: United States
Class & Type: 30 – frozen confections; cakes; cookies; ice cream products, namely, ice cream, ice cream drinks, and ice cream sandwiches; frozen yogurt; brownies; cookie cakes; 35 - retail store services featuring ice cream for consumption off the premises; 43 - restaurant services, namely, ice cream parlors
Trademark Name: N/A



Status: Allowed 9/29/2020
Agent / Owner: GAC Franchise Brands, LLC

	<p>Serial No. 90/468,367 Registration No. NA Country/State: United States Class & Type: 30, 35 – cookies, brownies and cookie cakes; franchising services, namely, offering technical assistance in the establishment and operation of retail bakery stores; Retail bakery store services; Retail cookie store services; On-line retail store services featuring baked goods; Subscription-based order fulfillment services in the field of baked goods. Trademark Name: GREAT AMERICAN COOKIES</p>  <p>Status: Pending Registration Date NA Agent / Owner: GAC Franchise Brands, LLC</p>
	<p>Serial No. 87/812,755 Registration No. 5,575,560 Country/State: United States Class & Type: 37 – Building construction and repair; Construction and repair of buildings; Drywall contractor services; Drywall and painting contractor services; House building and repair; Installing drywall panels; Repair of masonry walls and structures. Trademark Name: PATCHMASTER THE DRYWALL REPAIR SPECIALISTS Status: Registered Registration Date 10/2/2018 Agent / Owner: PM Franchising, LLC</p>
	<p>Serial No. 87/147,471 Registration No. 5,287,704 Country/State: United States Class & Type: 37 – Construction and repair of buildings; Drywall and painting contractor services; Drywall contractor services; House painting; House building and repair; Painting of drywall repairs; Repair of masonry walls and structures; Building construction and repair; Installing drywall panels. Trademark Name: PATCHMASTER Status: Registered Registration Date 9/12/2017 Agent / Owner: PM Franchising, LLC</p>

II. Patents and Patent Applications

None

Exhibit II-A-6

III. Copyrights

Title	Registration No.	Registration Date	Copyright Claimant
Software Code for PatchMaster Calculator Form	TXu002152239	2019-08-07	PM Franchising, LLC

Exhibit II-A-7

4851-9448-4707 v.2

RECORDED: 04/13/2021

**TRADEMARK
REEL: 007253 FRAME: 0881**