

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOVIE GRILL CONCEPTS TRADEMARK HOLDINGS, LLC		04/15/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4127913	STUDIO MOVIE GRILL	
Registration Number:	4204415	STUDIO MOVIE GRILL EAT DRINK MOVIES	
Registration Number:	5410378	ONE STORY MOVEMENT	
Registration Number:	5410377	OPENING HEARTS AND MINDS, ONE STORY AT A	
Registration Number:	5548282	OPENING HEARTS AND MINDS, ONE STORY AT A	
Registration Number:	5566985	SMG ACCESS	
Registration Number:	5569543	BETTY'S BLEND	
Registration Number:	5569541	BB BETTY'S BLEND	
Registration Number:	5684998	STUDIO MOVIE GRILL EAT DRINK MOVIES	
Registration Number:	5691713	SMG	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	7137581105		
Email:	iptldocket@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street, Suite 2500		

CH \$265.00 4127913

Address Line 4:	Houston, TEXAS 77002
NAME OF SUBMITTER:	W. Scott Brown
SIGNATURE:	/wsb/
DATE SIGNED:	04/16/2021
Total Attachments: 6 source=SMG - Exit Facility Trademark Security Agreement [Executed]#page1.tif source=SMG - Exit Facility Trademark Security Agreement [Executed]#page2.tif source=SMG - Exit Facility Trademark Security Agreement [Executed]#page3.tif source=SMG - Exit Facility Trademark Security Agreement [Executed]#page4.tif source=SMG - Exit Facility Trademark Security Agreement [Executed]#page5.tif source=SMG - Exit Facility Trademark Security Agreement [Executed]#page6.tif	

OMNIBUS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This OMNIBUS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made and entered into as of April 15, 2021, by MOVIE GRILL CONCEPTS TRADEMARK HOLDINGS, LLC, a Texas limited liability company (“Grantor”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent under the Credit Agreement described below (in such capacity, “Collateral Agent”).

WITNESSETH:

WHEREAS, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of April 15, 2021, by and among Grantor, the other Borrowers party thereto from time to time, the Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, pursuant to that certain Amended and Restated Pledge and Security Agreement dated as of April 15, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), by and among Grantor and certain of its affiliates, as grantors, and Collateral Agent, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”): (a) all of its Trademarks and Trademark Licenses (each as defined in the Pledge and Security Agreement) to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges

and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

5. **Effect of Amendment and Restatement.** It is the intention of the parties hereto that each Trademark Security Agreement listed on Annex I attached hereto (collectively, the “Existing Trademark Security Agreements”) be amended and restated in their entirety by this Agreement to preserve the perfection and priority of all security interests granted pursuant to the Existing Trademark Security Agreements and the Existing Trademark Security Agreements are hereby amended and restated by this Agreement; provided however, that (a) the execution and delivery of this Agreement shall not effect a novation of the Existing Trademark Security Agreements but shall be, to the fullest extent applicable, a modification, renewal, confirmation and extension of such Existing Trademark Security Agreements in favor of Collateral Agent as security for the Obligations, and (b) all Liens created under and granted pursuant to the Existing Trademark Security Agreements in the Trademark Collateral (the “Existing Liens”) shall continue to exist, remain valid and subsisting in favor of Collateral Agent, shall not be impaired or released hereby, shall remain in full force and effect and are hereby ratified, affirmed, extended and conveyed as continuing security for the Obligations. Grantor hereby acknowledges and confirms the continuing existence and effectiveness of the Existing Liens and security interests in the Trademark Collateral granted under the Existing Trademark Security Agreements as continuing and in effect in favor of Collateral Agent. Without limiting the foregoing and in furtherance thereof, Goldman Sachs Specialty Lending Group, L.P., in its capacity as Collateral Agent under the Existing Trademark Security Agreements (in such capacity, the “Existing Collateral Agent”), hereby assigns to Collateral Agent all of the Existing Liens and all other rights and interests in the Trademark Collateral held by it immediately prior to the effectiveness of this Agreement.

[Remainder of Page Intentionally Blank]

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

GRANTOR:

MOVIE GRILL CONCEPTS
TRADEMARK HOLDINGS, LLC

By: 
Name: Theodore Croft
Title: Chief Executive Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007258 FRAME: 0578

ACCEPTED AND ACKNOWLEDGED BY:


COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.

By: 
Name: Greg Watts
Title: Authorized Signatory

Accepted and agreed for purposes of Section 5 of this Agreement:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.,
as Existing Collateral Agent

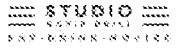
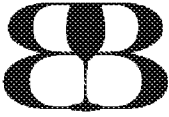
By: 
Name: Greg Watts
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007258 FRAME: 0579

Schedule 1

TRADEMARK APPLICATIONS

TRADEMARK /SERVICE MARK	REGISTRATION NO.	SERIAL NO.	FILING DATE
STUDIO MOVIE GRILL	4,127,913	85-268839	April 17, 2012
STUDIO MOVIE GRILL EAT DRINK MOVIES and Design 	4,204,415	85-268869	September 11, 2012
ONE STORY MOVEMENT	5,410,378	87-317649	February 27, 2018
OPENING HEARTS AND MINDS, ONE STORY AT A TIME	5,410,377	87-317637	February 27, 2018
OPENING HEARTS AND MINDS, ONE STORY AT A TIME	5,548,282	87-317645	August 28, 2018
SMG ACCESS	5,566,985	87-555454	September 18, 2018
BETTY'S BLEND	5,569,543	87-786738	September 25, 2018
BETTY'S BLEND and Design  BETTY'S BLEND	5,569,541	87-786729	September 25, 2018
STUDIO MOVIE GRILL EAT DRINK MOVIES	5,684,998	88-017869	February 26, 2019
SMG	5,691,713	88-066678	March 5, 2019

Annex I

EXISTING TRADEMARK SECURITY AGREEMENTS

1. Trademark Security Agreement dated as of October 25, 2011, executed by Grantor in favor of the Existing Collateral Agent, recorded with the USPTO on October 26, 2011, at Reel/Frame 4648/0839.
2. Trademark Security Agreement dated as of August 31, 2016, executed by Grantor in favor of the Existing Collateral Agent, recorded with the USPTO on September 1, 2015, at Reel/Frame 5868/0355.
3. Trademark Security Agreement dated as of May 11, 2018, executed by Grantor in favor of the Existing Collateral Agent, recorded with the USPTO on August 15, 2018, at Reel/Frame 6413/0926.
4. Trademark Security Agreement dated as of August 9, 2018, executed by Grantor in favor of the Existing Collateral Agent, recorded with the USPTO on August 9, 2018, at Reel/Frame 6409/0756.

[Annex I to Trademark Security Agreement]