

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639995

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McMenamins, Inc.		04/14/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Homestreet Bank		
Street Address:	PO BOX 2345		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98111		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	77626704	BLACK RABBIT	
Serial Number:	77626736	BLACK RABBIT PORTER	
Serial Number:	77626729	BLACK RABBIT RED	
Serial Number:	85789139	BLACK WIDOW	
Serial Number:	77225126	CRYSTAL BALLROOM	
Serial Number:	75480791	CRYSTAL BALLROOM	
Serial Number:	74164691	EDGEFIELD	
Serial Number:	86358938	EDGEFIELD	
Serial Number:	87747423	ELKS TEMPLE	
Serial Number:	74316913	HAMMERHEAD	
Serial Number:	74050147	MCMENAMINS	
Serial Number:	85214565	PAT'S CORNER	
Serial Number:	74456632	RUBY	
Serial Number:	87772977	SPANISH BALLROOM	
Serial Number:	87772982	SPANISH BAR	
Serial Number:	78762922	SUNFLOWER	
Serial Number:	86177215	TERMINATOR	
Serial Number:	86177267	TERMINATOR STOUT	
Serial Number:	73792184	TERMINATOR STOUT	

OP \$490.00 77626704

CORRESPONDENCE DATA**Fax Number:** 2066237789

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: 206-470-7642**Email:** michael.edwards@hcmp.com**Correspondent Name:** A. Michael Edwards**Address Line 1:** 999 THIRD AVENUE STE 4600**Address Line 4:** SEATTLE, WASHINGTON 98104

NAME OF SUBMITTER:	A. Michael Edwards
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SIGNATURE:	/A. Michael Edwards/
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DATE SIGNED:	04/16/2021
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”), dated April 14, 2021, is made by and between MCMENAMINS, INC., an Oregon corporation (“**Borrower**”), and HOMESTREET BANK, a Washington state chartered commercial bank (together with its successors, participants, and assigns, “**Lender**”).

WHEREAS, Borrower has obtained one or more loans from Lender (collectively, the “**Loans**”) in connection with Borrower’s business operations.

WHEREAS, in connection with the Loans, Borrower has entered into Commercial Security Agreements dated as of May 8, 2017 and June 21, 2019 (collectively, the “**Security Agreements**”), granting Lender a security interest in the assets of Borrower.

WHEREAS, under the terms of the Security Agreements, Borrower has granted to Lender a security interest in, among other property, certain Trademarks (as defined below) of Borrower, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. **Grant of Security.** Borrower hereby pledges and grants to Lender a security interest in and to all of the right, title, and interest of such Borrower in and to the following (the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

1.1. the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

1.2. all rights of any kind whatsoever of such Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

1.3. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

1.4. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Borrower authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Lender.

3. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Security Agreements for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The provisions of the respective Security Agreements shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the respective Loan Agreement, Security Agreements, and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

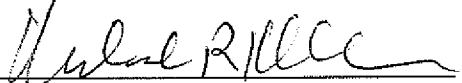
6. **Governing Law.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, without giving effect to any choice or conflict of law provision or rule.

[Signature page follows.]

EXECUTED effective as of the date first above written.

BORROWER:

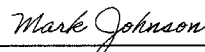
MCMENAMIN'S, INC.,
an Oregon corporation

By: 
Michael R. McMenam
Its Director

By: 
Brian C. McMenam
Its Director

LENDER:

HOMESTREET BANK,
a Washington state chartered commercial bank

By: 
Name: Mark Johnson
Title: Vice President

SCHEDULE 1

Trademarks

Mark	Jurisdiction	Registration No.	Serial No.	Registration Date
BLACK RABBIT	United States of America	4255649	77626704	Dec 11, 2012
BLACK RABBIT PORTER	United States of America	4255651	77626736	Dec 11, 2012
BLACK RABBIT RED	United States of America	4255650	77626729	Dec 11, 2012
BLACK WIDOW	United States of America	4368199	85789139	Jul 16, 2013
CRYSTAL BALLROOM	United States of America	3533085	77225126	Nov 18, 2008
CRYSTAL BALLROOM	United States of America	2347641	75480791	May 2, 2000
EDGEFIELD	United States of America	1736692	74164691	Dec 1, 1992
EDGEFIELD	United States of America	4742537	86358938	May 26, 2015
ELKS TEMPLE	United States of America	5829606	87747423	Aug 6, 2019
HAMMERHEAD	United States of America	2139894	74316913	Mar 3, 1998
MCMENAMINS	United States of America	1674622	74050147	Feb 4, 1992
PAT'S CORNER	United States of America	4024045	85214565	Sep 6, 2011
RUBY	United States of America	1986470	74456632	Jul 16, 1996
SPANISH BALLROOM	United States of America	5836456	87772977	Aug 13, 2019
SPANISH BAR	United States of America	5836457	87772982	Aug 13, 2019
SUNFLOWER	United States of America	3168170	78762922	Nov 7, 2006
TERMINATOR	United States of America	4592755	86177215	Aug 26, 2014
TERMINATOR STOUT	United States of America	4604798	86177267	Sep 16, 2014
TERMINATOR STOUT (and Design)	United States of America	1589235	73792184	Mar 27, 1990