

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM637496

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900600534

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
T.Y.P. Restaurant Group, Inc.		10/07/2019	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CrowdOut Capital Advisors LLC
<b>Street Address:</b>	3001 South Lamar Blvd., Suite A-300
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78704
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	CrowdOut Credit Opportunities Fund LLC
<b>Street Address:</b>	3001 South Lamar Blvd., Suite A-300
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78704
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4801941	GARDEN BY TENDER GREENS
<b>Registration Number:</b>	4971848	TENDER GREENS
<b>Registration Number:</b>	5325479	G
<b>Registration Number:</b>	5376413	TENDERGREENS

**CORRESPONDENCE DATA****Fax Number:**

*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: 212-655-3327

Email: sschwartz@chapman.com

Correspondent Name: Chapman and Cutler LLP

Address Line 1: 1270 Avenue of the Americas, 30th Floor

Address Line 2: Attn: Soren Schwartz

**TRADEMARK**

**Address Line 4:** New York, NEW YORK 10020

**NAME OF SUBMITTER:** Soren Schwartz

**SIGNATURE:** /Soren Schwartz/

**DATE SIGNED:** 04/07/2021

**Total Attachments: 16**

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EXHIBIT A-TRADEMARKS

*US Registered Trademarks:*

OWNER	JURISDICTION	REGISTRATION / SERIAL NO.	TITLE	REGISTRATION DATE
TYP Restaurant Group, Inc.	United States	U.S. REG. NO. 4801941	GARDEN BY TENDER GREENS	September 1, 2015
T.Y.P. Restaurant Group, Inc.	United States	U.S. REG. NO. 4971848	TENDER GREENS	June 7, 2016
T.Y.P. Restaurant Group, Inc.	United States	U.S. REG. NO. 5325479	G	October 31, 2017
T.Y.P. Restaurant Group, Inc.	United States	U.S. REG. NO. 5376413	TENDERGREENS	January 9, 2018

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the “Security Agreement”) is made as of October 7, 2019 by and between **T.Y.P. Restaurant Group, Inc.**, a Delaware corporation d/b/a Tender Greens (“Debtor”), whose address is 450 S. Bixel Street, Suite T-400, Los Angeles, California 90017, and **CrowdOut Capital Advisors LLC**, a Delaware limited liability company, and **CrowdOut Credit Opportunities Fund LLC**, a Delaware limited liability company (collectively, “Secured Party”), whose address is 3001 South Lamar Blvd., Suite A-300, Austin, TX 78704. Debtor and Secured Party may be hereinafter referred to singularly as a “Party” or collectively as the “Parties”.

### W I T N E S S E T H:

WHEREAS, Debtor and Secured Party have entered into that certain Loan Agreement dated as of even date herewith (“Loan Agreement”) pursuant to which Secured Party has agreed to lend to Debtor, and Debtor has agreed to pay the Secured Party, the amounts outstanding under that certain Promissory Note made by Debtor as of even date herewith for the benefit of Secured Party in the original principal amount of Twelve Million and No/100 Dollars (\$12,000,000) (“Promissory Note”). All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement and the Promissory Note, and as a material inducement for Secured Party to enter into the same, Debtor has agreed to grant Secured Party a first priority security interest in all the Unencumbered Collateral of Debtor and a security interest in all the Encumbered Collateral subordinate only to the Existing Borrower Liens, as more fully set forth herein, in the Promissory Note, and in the Loan Agreement; and

WHEREAS, this Security Agreement is the Borrower Security Agreement referenced in the Loan Agreement;

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

1. Defined Terms.

As used in this Security Agreement, the following terms shall have the following meanings:

“*Collateral*” has the meaning specified in Section 2.

“*Encumbered Collateral*” means Collateral subject to the Permitted Liens.

“*Event of Default*” has the meaning specified in Section 10.

“*Proceeds*” means all proceeds of, and all other profits, rentals or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or realization upon, Collateral, including, without limitation, all claims of Debtor against third parties for loss of, damage to or destruction of, or for proceeds payable under, or unearned premiums with respect to, policies of insurance in respect of, any Collateral, and any condemnation or requisition payments with respect to any Collateral, in each case whether now existing or hereafter arising.

“*Receivables*” means all “*accounts*”, “*chattel paper*”, “*instruments*”, “*documents*”, “*general intangibles*” (including “*payment intangibles*”) (as each such term is defined in the UCC) and other obligations owed to Debtor of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and whether or not evidenced by a written agreement, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts including support agreements (as such term is defined in the UCC) (all such written or

unwritten agreements, security agreements, leases and other contracts, including all support agreements, being the “Related Contracts”), securing or otherwise relating to any such accounts, chattel paper, instruments, documents, general intangibles or other obligations.

“*Secured Liabilities*” means all present and future Obligations and liabilities (whether actual or contingent and whether now or hereafter owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent debtor under the laws of any jurisdiction) of Debtor to the Secured Party under the Loan Documents, including, without limitation, all of the foregoing under this Security Agreement, the Loan Agreement and the Promissory Note, together with:

- (i) all costs, charges and expenses incurred by the Secured Party in connection with or arising out of the protection, preservation or enforcement of the Secured Party’s rights under this Security Agreement, the Loan Agreement and the Promissory Note;
- (ii) any modification, renewal or extension of or increase in any of those obligations or liabilities;
- (iii) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with this Security Agreement, the Loan Agreement or the Promissory Note;
- (iv) any claim against Debtor flowing from the recovery by Debtor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise;
- (v) all other amounts now or in the future owed by Debtor to the Secured Party; and
- (vi) any amounts that would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency, bankruptcy or other proceedings.

“*Security Interest*” means the security interest granted in accordance with Section 2, as well as all other security interests created or assigned as additional Collateral for the Secured Liabilities in accordance with the provisions of this Security Agreement or otherwise.

“*UCC*” means the Uniform Commercial Code in effect from time to time in the State of New York; provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the Security Interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, “*UCC*” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions of this Security Agreement relating to such perfection or effect of perfection or non-perfection.

“*Unencumbered Collateral*” means all Collateral other than Encumbered Collateral.

2. Security Interest.

(a) In order to secure the full and punctual payment of the Secured Liabilities in accordance with the terms thereof, including to secure the performance of all of the obligations of Debtor under this Security Agreement, the Loan Agreement and the Promissory Note, Debtor hereby grants and assigns to the Secured Party, subject to Section 2(d) below, a continuing security interest in and to all right, title and interest of Debtor in all of Debtor’s property, including but not limited to the following property, whether now owned or existing or hereafter acquired or arising and regardless of where located (all being collectively referred to as the “Collateral”):

(i) Accounts. All accounts (as such term is defined in Article 9 of the UCC) whether now owned or existing or hereafter arising or acquired by Debtor, and all returned or repossessed goods arising from or relating to any such accounts, or other proceeds of any sale, lease or other disposition of inventory, and expressly including all notes, drafts, acceptances, instruments and chattel paper arising from any of the foregoing, and all refunds and rights to reimbursement.

(ii) Inventory. All inventory (as such term is defined in Article 9 of the UCC), including all goods, merchandise, raw materials, work in process, finished goods and other tangible personal property, wheresoever located, whether now owned or existing or hereafter arising or acquired by Debtor, and (a) leased by Debtor as lessor, (b) held for sale or lease or furnished or to be furnished under contracts for service, (c) furnished by Debtor under a contract of service, or (d) used or consumed in Debtor's business, and all additions and accessions thereto and all purchase orders, leases and contracts with respect thereto and all documents of title evidencing or representing any part thereof, and all products and proceeds thereof, whether in the possession of Debtor, a warehouseman, a bailee, or any other person.

(iii) Fixtures. All fixtures (as such term is defined in Article 9 of the UCC) and appurtenances thereto, whether now owned or existing or hereafter arising or acquired by Debtor, and such other goods, chattels, fixtures, equipment and personal property affixed or in any manner attached to the real estate and/or building(s) or structure(s), including all attachments, appurtenances, additions and accessions thereto and replacements thereof and articles in substitution therefor, howsoever attached or affixed (together with all tools, components, parts and equipment now or hereafter added to or used in connection with the foregoing).

(iv) Equipment. All equipment (as such term is defined in Article 9 of the UCC) of every nature and description whatsoever, whether now owned or existing or hereafter arising or acquired by Debtor, including all appurtenances and additions and accessions thereto and substitutions therefor and replacements thereof, wheresoever located, including all tools, parts, components and accessories used in connection therewith, and expressly including all vehicles, rolling stock, and goods (as such term is defined in Article 9 of the UCC) other than inventory, farm products and consumer goods.

(v) General Intangibles. All general intangibles (as such term is defined in Article 9 of the UCC) and other personal property, whether now owned or existing or hereafter arising or acquired by Debtor, and expressly including any personal property, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, documents, goods, instruments, investment property, letter of credit rights, letters of credit, money, oil, gas or other minerals before extraction. The term "general intangibles" includes (a) payment intangibles (as such term is defined in Article 9 of the UCC), (b) software (as such term is defined in Article 9 of the UCC), (c) all patents, copyrights, trademarks, service marks, processes, formulae, know-how, prototypes, samples, plans, scientific and/or technical information, trade secrets, confidential or proprietary information, items under development, in application or other "pending" status, and all other items of a similar nature used in the conduct of Debtor's business, and (d) all benefits, rights, titles and interests under all partnership, joint venture and limited liability company agreements between or among Debtor and any other party (but none of Debtor's liabilities or obligations with respect thereto); however, the term "general intangibles" shall not include any swap agreement (as defined in 11 U.S.C. Sec. 101) with Secured Party.

(vi) Chattel Paper. All chattel paper (as such term is defined in Article 9 of the UCC), whether now owned or existing or hereafter arising or acquired by Debtor.

(vii) Instruments. All instruments (as such term is defined in Article 9 of the UCC), including promissory notes, whether now owned or existing or hereafter arising or acquired by Debtor.

(viii) Documents. All documents (as such term is defined in Article 9 of the UCC) whether now owned or existing or hereafter arising or acquired by Debtor.

(ix) Letter of Credit Rights. All letter of credit rights (as such term is defined in Article 9 of the UCC) whether now owned or existing or hereafter arising or acquired by Debtor.

(x) Deposit Accounts. All deposit accounts (as such term is defined in Article 9 of the UCC), whether now owned or existing or hereafter arising or acquired by Debtor, and expressly including without limitation all cash, money, property, deposit accounts, accounts, securities, documents, chattel paper, claims, demands, instruments, items or deposits of Debtor, now held or hereafter coming within Secured Party's custody or control, including without limitation, all certificates of deposit and other depository accounts, whether such have matured or the exercise of Secured Party's rights results in loss of interest or principal or other penalty on such deposits, but excluding deposits subject to tax penalties if assigned.

(xi) Proceeds. All of the Proceeds of the foregoing.

(b) Intentionally deleted.

(c) The Security Interest is granted as security only and shall not subject the Secured Party to, or transfer or in any way affect or modify, any obligation or liability of Debtor with respect to any of the Collateral or any transaction in connection therewith.

(d) For the avoidance of doubt, the inclusion of Proceeds in this Security Agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized hereby.

(e) Intentionally deleted.

(f) Notwithstanding the foregoing, the security interest granted herein does not extend to and the term "Collateral" does not include (i) any contract rights to the extent (x) the granting of a security interest therein would be contrary to applicable law or (y) that such rights are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law, including, without limitation, Sections 9-406(d) and 9-408(d) of the Uniform Commercial Code and the consent of the other party has not been obtained), or (ii) any tangible personal property located on leased premises to the extent that the granting of a security interest therein would be contrary to the terms of the real property lease covering such leased premises.

3. Representations and Warranties. Debtor represents and warrants as follows:

(a) The exact legal name of Debtor, as the legal name appears in Debtor's Certificate of Formation as of the date of this Security Agreement, is as set forth in the introductory paragraph of this Security Agreement. Debtor does not have any other trade name, assumed name or alias other than as set forth in the introductory paragraph of this Security Agreement or as otherwise disclosed in the Loan Agreement or provided to Secured Party in writing.

(b) The place of business or, if Debtor has more than one place of business, the chief executive office is located at the address of Debtor specified in the introductory paragraph of this Security Agreement.

(c) The office where Debtor keeps its records concerning the Receivables, and all originals of all chattel paper which evidence Receivables, is located at the address of Debtor specified in Section 3(b) of this Security Agreement. None of the Receivables are evidenced by a promissory note.

(d) Debtor owns the Collateral free and clear of any lien, security interest, charge or encumbrance other than Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office except for the filing by Secured Party and filings with respect to the Existing Borrower Liens.

(e) This Security Agreement creates a valid and legally binding first priority security interest in the Unencumbered Collateral and creates a valid and legally binding security interest in the Encumbered Collateral subordinate only to the Existing Borrower Liens, securing the payment of the Secured Liabilities, which security interests, when the financing statements have been filed in the appropriate offices, will be perfected to the extent that a security interest in the Collateral can be perfected by the filing of a financing statement in the State of California or the State of Delaware, as applicable.

(f) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for (i) the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Security Agreement by Debtor or (ii) for the perfection of or the exercise by the Secured Party of its rights and remedies under this Security Agreement, including without limitation, the filing of a UCC-1 financing statement.

(g) Debtor is a limited liability company duly organized and validly existing under the laws of the State of Delaware, qualified to do business in all jurisdictions in which the nature of the business conducted by Debtor makes such qualification necessary and where failure so to qualify would not reasonably be expected to have a Material Adverse Effect.

(h) Debtor is not in violation of any applicable law, which violations, individually or in the aggregate, would reasonably be expected to affect Debtor's performance of any obligation under this Security Agreement, the Loan Agreement or the Promissory Note; there is no litigation before any court or governmental authority now pending or (to Debtor's actual knowledge) threatened against Debtor which, if adversely determined, could reasonably be expected to have a material adverse effect on Debtor's financial condition, operations, prospects or business as a whole, or ability to perform all Debtor's obligations under this Security Agreement, the Loan Agreement and the Promissory Note.

(i) Debtor is the holder of all governmental approvals, permits and licenses required to permit Debtor to conduct its business as currently conducted and to enter into and perform Debtor's obligations under this Security Agreement, the Loan Agreement and the Promissory Note.

(j) None of the execution and delivery of this Security Agreement, the consummation of the transactions contemplated in this Security Agreement, the Loan Agreement or the Promissory Note, or compliance with the terms and provisions of this Security Agreement, the Loan Agreement or the Promissory Note will conflict with or result in a breach of, or require any consent under, the Borrower's Organizational Documents, or any applicable law, or any agreement or instrument to which Debtor is a party or by which Debtor is bound or to which Debtor or any of Debtor's respective assets are subject, or constitute a default under any such agreement or instrument.

(k) Debtor has all necessary power and authority to execute, deliver and perform Debtor's respective obligations under this Security Agreement, the Loan Agreement and the Promissory Note; Debtor's execution, delivery and performance of this Security Agreement, the Loan Agreement and the Promissory Note has been duly authorized by all necessary action on Debtor's part; and this Security Agreement, the Loan Agreement and the Promissory Note been duly and validly executed and delivered by Debtor and each constitutes Debtor's legal, valid and binding obligation, enforceable in accordance with



its and their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

4. Places of Business. Debtor will notify the Secured Party promptly of the addition or discontinuance of any place of business or any change in the address of its principal or any other place of business. None of the Collateral shall be removed from Debtor's principal place of business set forth in the introductory paragraph of this Security Agreement or the other locations set forth on Schedule 5.10 to the Loan Agreement until, as from time to time supplemented, unless the Secured Party is given five (5) business days prior written notice of such removal, which notice shall state the location or locations to which said Collateral will be removed, or Debtor has paid all amounts relating to the purchase price of such Collateral. Debtor warrants that all of the Collateral is and shall continue to be located at the locations set forth herein or such other locations of which the Secured Party receives notice in accordance with this Section.

5. Encumbrances. Debtor will not create, incur, assume, or suffer to exist now or at any time throughout the duration of the term of this Security Agreement, any lien, security interest or other encumbrances against the Collateral, whether now owned or hereafter acquired, except for liens in favor of the Secured Party, Permitted Liens described in the Loan Agreement and any other liens allowed in writing by the Secured Party. Debtor will notify the Secured Party of any lien, security interest or other encumbrance securing an obligation against the Collateral (other than Permitted Liens), and will defend the Collateral against such claim, lien, security interest or other encumbrance adverse to the Secured Party.

6. Maintenance of Collateral. Debtor shall preserve the Collateral for the benefit of the Secured Party. Without limiting the generality of the foregoing, Debtor shall:

- (a) make all such repairs, replacements, additions and improvements to the equipment necessary to prevent the deterioration or loss thereof, ordinary wear and tear excepted;
- (b) preserve all beneficial contract rights to the extent commercially reasonable;
- (c) in conjunction with, and at the direction of, the Secured Party, take commercially reasonable steps to collect all Receivables; and
- (d) pay all taxes, assessments or other charges on the Collateral when due, unless the amount or validity of such taxes, assessments or charges are being contested in good faith by appropriate proceedings and reserves have been established by Debtor with respect thereto.

7. Additional Provisions Concerning the Collateral.

(a) Debtor authorizes the Secured Party to file, without the signature of Debtor, where permitted by law, one or more financing or continuation statements, and amendments thereto, relating to the Collateral, all in the reasonable discretion of the Secured Party.

(b) If there is an Event of Default continuing, Debtor hereby irrevocably appoints the Secured Party as its attorney-in-fact (which power of attorney is coupled with an interest) and proxy, with full authority in the place and stead of Debtor and in its name or otherwise, from time to time in the Secured Party's discretion, to take any action or execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Security Agreement, including, without limitation: (i) to obtain and adjust insurance required to be paid to the Secured Party pursuant to Section 8 hereof; (ii) to ask, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (iii) to receive, endorse, and collect any checks, drafts or other instruments, documents, and chattel paper in connection with clause (i) or clause (ii) above; (iv) to sign Debtor's names on any invoice or bill of lading relating to any account, on drafts against customers, on schedules and assignments of accounts, on notices of assignment, financing

statements and other public records, on verification of accounts and on notices to customers (including notices directing customers to make payment directly to the Secured Party); (v) during the continuation of an Event of Default hereunder, to notify the postal authorities to change the address for delivery of its mail to an address designated by the Secured Party, to receive, open and process all mail addressed to Debtor; (vi) to send requests for verification of accounts to customers; and (vii) to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral. Debtor hereby ratifies and approves in advance all acts of said attorney; and so long as the attorney acts in good faith and without gross negligence it shall have no liability to Debtor for any act or omission as to such attorney.

(c) If Debtor fails to perform any agreement contained herein, the Secured Party may perform, or cause performance of, such agreement or obligation, and the reasonable costs and expenses of the Secured Party incurred in connection therewith shall be payable by Debtor promptly upon demand by Secured Party, shall bear interest at the Default Interest Rate from the date incurred until paid and shall be fully secured hereby.

(d) The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

(e) Anything herein to the contrary notwithstanding, (i) Debtor shall remain liable under any contracts and agreements relating to the Collateral, to the extent set forth therein, to perform all of its obligations thereunder, to the same extent as if this Security Agreement had not been executed; (ii) the exercise by the Secured Party of any of its rights hereunder shall not release Debtor from any of their obligations under the contracts and agreements relating to the Collateral; and (iii) the Secured Party shall not have any obligation or liability by reason of this Security Agreement under any contracts and agreements relating to the Collateral, nor shall the Secured Party be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(f) Until the Secured Liabilities are paid in full, Debtor agrees that Debtor will, in accordance with the applicable provisions of the Loan Agreement (i) preserve and maintain its legal existence and all of its rights, franchises and privileges; (ii) not change the state of Debtor's organization without the prior written consent of Secured Party; and (iii) not modify, amend or terminate any of Borrower's Organizational Documents (including, without limitation, to change its name), or permit any of Borrower's Organizational Documents to be modified, amended or terminated (including, without limitation, to change its name) which materially and adversely affect the rights and remedies of Secured Party (and provided that such modification, amendment or termination does not (with the provision of notice or the passage of time, or both) violate any provision of the Loan Agreement), without the prior written consent of Secured Party, which consent shall not be unreasonably withheld, conditioned or delayed provided (i) that there shall be no Event of Default at the time of Borrower's request for such consent, and (ii) the proposed modification, amendment or termination does not (with the provision of notice or the passage of time, or both) violate any provision of the Loan Agreement.

8. Insurance. Debtor shall at all times maintain all Insurance Policies required by the Loan Agreement.

9. Reserved.

10. Default. Any one or more of the following events shall constitute an event of default (an “Event of Default”):

- (a) any “Event of Default” as defined in the Loan Agreement;
- (b) any failure of Debtor to pay the principal of and interest on the Promissory Note on the Maturity Date thereof; or
- (c) if Debtor’s obligations under the Promissory Note are accelerated, the failure of Debtor to pay such obligations within thirty (30) days after the acceleration thereof.

11. Remedies.

(a) Upon the occurrence of and during the continuance of an Event of Default, unless such Event of Default shall have been waived in writing by the Secured Party, and subject to the provisions of applicable law, the Secured Party may exercise any one or more of the following remedies:

(i) The Secured Party shall have full power and authority to sell or otherwise dispose of the Collateral or any part thereof. Any such sale or other disposition, subject to the provisions of applicable law, may be by public or private proceedings and may be made by one or more contracts, as a unit or in parcels, at such time and place, by such method, in such manner and on such terms as the Secured Party may determine. Except as required by law, such sale or other disposition and such notice will be deemed to have been sufficiently given if such notice is hand-delivered or mailed postage prepaid, at least ten (10) business days before the time of such sale or other disposition, to Debtor at its address as specified in the Security Agreement. To the extent permitted by law, the Secured Party may buy any or all of the Collateral upon any sale thereof. To the extent permitted by law, upon any such sale or sales, the Collateral so purchased shall be held by the purchaser absolutely free from any claims or rights of whatsoever kind or nature, including any claim of redemption and any similar rights being hereby expressly waived and released by Debtor. In connection with any such sale, the Secured Party shall be permitted to limit its warranties to the maximum extent provided in the UCC. After deducting all reasonable costs and expenses of collection, custody, sale or other disposition or delivery (including legal costs and reasonable attorneys' fees) and all other charges due against the Collateral, the residue of the proceeds of any such sale or other disposition shall be applied to the payment of the Secured Liabilities, except as otherwise provided by law or directed by any court of competent jurisdiction, and any surplus after the payment in full of the Secured Liabilities shall be returned to Debtor, except as otherwise provided by law or any such court. Debtor shall be liable for any deficiency in payment of the Secured Liabilities, including all reasonable costs and expenses of collection, custody, sale or other disposition or delivery and all other charges due against the Collateral, as herein enumerated.

(ii) The Secured Party may notify a debtor of Debtor to make payment to the Secured Party whether Debtor or the Secured Party were previously making collections on any of the accounts receivable; and the Secured Party may also take control of any proceeds from any Collateral.

(iii) With or without notice the Secured Party is authorized to offset and charge against any other credits and obligations ever owed by the Secured Party to Debtor, any amount for which Debtor may become obligated to the Secured Party at any time, whether under the Promissory Note or otherwise. The obligations secured by the Security Interest granted and by the Secured Party’s right of offset includes all obligations of any kind or type now or hereafter arising, owed by Debtor to the Secured Party, whether liquidated or unliquidated, direct or indirect, contingent or not.

(iv) The Secured Party may commence proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver-manager) of the Collateral or of any part thereof or may by instrument in writing appoint any person to be a receiver of the Collateral or any part thereof and may remove any receiver so appointed by the Secured Party and appoint another in his stead; and any such receiver appointed by instrument in writing shall have power (a) to take possession of the Collateral or any part thereof, (b) to carry on the business of Debtor, (c) to borrow money on the security of the Collateral in priority to this Security Agreement to the extent required for the maintenance, preservation or protection of the Collateral or any part thereof or for the carrying on of the business of Debtor, and (d) to sell lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine; provided that any such receiver shall be deemed the agent of Debtor and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such receiver.

(v) The Secured Party shall have all other rights and remedies of a secured party provided under the UCC.

(vi) The Secured Party shall have all other rights and remedies allowed at law and/or in equity.

(vii) The Secured Party shall have all other rights and remedies set forth in the Loan Agreement.

(b) It is provided, however, that in the Secured Party's efforts in collection on the Collateral, Debtor shall be liable and responsible for any deficiency.

12. Limitation on Duty of the Secured Party in Respect of Collateral. The powers conferred on the Secured Party under this Security Agreement are solely to protect the Secured Party's interests in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. Except for reasonable care in the custody of any Collateral in the Secured Party's possession and the accounting for moneys actually received by the Secured Party under this Security Agreement, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in the Secured Party's possession if the Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property, it being understood that the Secured Party shall not be liable or responsible for any loss or damage to any of the Collateral, or for any diminution in the value thereof, by reason of the act or omission of any warehouseman, carrier, forwarding agency, consignee or other bailee reasonably selected by the Secured Party in good faith. Except as otherwise expressly provided in this Section 12, Debtor has the risk of loss of the Collateral except for any losses due to the gross negligence or willful misconduct of Secured Party. Further, the Secured Party has no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral. The Secured Party shall have no obligation to clean up or otherwise prepare the Collateral for sale.

13. Concerning Secured Party. In furtherance and not in derogation of the rights, privileges and immunities of the Secured Party:

(a) The Secured Party is authorized to take all such action as is provided to be taken by the Secured Party under this Security Agreement and all other action reasonably incidental thereto. As to any matters not expressly provided for in this Security Agreement (including the timing and methods of realization upon the Collateral), the Secured Party shall act or refrain from acting in the Secured Party's sole reasonable discretion.

(b) The Secured Party shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Security Interests in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on the Secured Party's part under this Security Agreement. The Secured Party shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Security Agreement by Debtor.

14. Payment of Taxes, Charges, Etc. The Secured Party, at its option, after reasonable prior notice to Debtor, may discharge any taxes, charges, assessments, security interest, liens or other encumbrances upon the Collateral or otherwise protect the value thereof. All such expenditures incurred by the Secured Party shall become payable by Debtor to the Secured Party upon demand, shall bear interest at the Maximum Rate from the date incurred to the date of payment, and shall be secured by the Collateral.

15. Waivers. To the extent permitted by law, Debtor hereby waives demand for payment, notice of dishonor or protest and all other notices of any kind in connection with the Secured Liabilities except notices required hereby, by law or by any other agreement between Debtor and the Secured Party. The Secured Party may release, supersede, exchange or modify any Collateral or security which it may from time to time hold and may release, surrender or modify the liability of any third party without giving notice hereunder to Debtor. Such modifications, changes, renewals, releases or other actions shall in no way affect Debtor's obligations hereunder.

16. Transfer Expenses, Etc. Debtor will pay, indemnify and hold the Secured Party harmless from and against all reasonable costs and expenses (including taxes, if any) arising out of or incurred in connection with any transfer of Collateral into or out of the name of the Secured Party following an Event of Default and all reasonable costs and expenses, including reasonable legal fees, of the Secured Party arising out of or incurred in connection with this Security Agreement.

17. Termination. This Security Interest shall automatically terminate following the full payment, satisfaction, or discharge of all Secured Liabilities. Upon such termination, the Secured Party will deliver to Debtor appropriate UCC termination statements with respect to Collateral so released from the Security Interest for filing with each filing officer with which UCC financing statements have been filed by the Secured Party to perfect the Security Interest in such Collateral.

18. Successors and Assigns. This Security Agreement shall be binding upon and inure to the benefit of Debtor and the Secured Party and their respective successors and assigns.

19. Severability of Provisions. Any provision of any Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of such Loan Document or affecting the validity or enforceability of such Loan Document or affecting the validity or enforceability of such provision in any other jurisdiction.

20. Governing Law; Venue. This Security Agreement shall be governed by and construed, interpreted and enforced in accordance with the internal, substantive laws of the State of New York, without giving effect to conflicts of laws principles. The Parties voluntarily and irrevocably submit to the jurisdiction of the courts of the State of Texas located in Travis County, Texas, and the Federal Courts of the United States of America located in Travis County, Texas, over any dispute between or among the Parties related to or arising out of this Security Agreement, and each Party irrevocably agrees that all such claims in respect of such dispute shall be heard and determined exclusively in such courts. The Parties hereby irrevocably consent to the jurisdiction of such courts and hereby waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of such dispute related to or arising out of this Security Agreement brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each Party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Notwithstanding anything to the contrary contained herein or in any Loan Document, Lender may bring suit and otherwise make filings in any

jurisdiction in which the Collateral is located to enforce its rights pursuant to this Security Agreement, the Loan Agreement or the Promissory Note.

21. Counterparts. This Agreement may be executed (including by way of electronic signatures) in any number of counterparts (including by electronic delivery of signed signature pages) and by different parties in separate counterparts, each of which counterparts, when so executed and delivered, will be deemed to be an original and all of which counterparts, taken together, will constitute one and the same agreement.

22. Waiver of Jury Trial. **DEBTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS SECURITY AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS SECURITY AGREEMENT OR ARISING FROM OR RELATING TO ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS SECURITY AGREEMENT, AND AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

23. Notice. Any notice or communication required or permitted hereunder shall be made in accordance with the terms of the Loan Agreement.

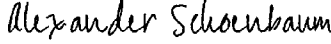
***SIGNATURE PAGE FOLLOWS:***

IN WITNESS WHEREOF, the Parties hereto have executed this Security Agreement as of the date first written above.

SECURED PARTY:

CrowdOut Capital Advisors LLC,  
a Delaware limited liability company

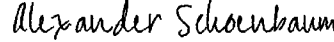
DocuSigned by:



Alexander Schoenbaum, Chief Executive Officer

CrowdOut Credit Opportunities Fund LLC,  
a Delaware limited liability company

DocuSigned by:



Alexander Schoenbaum, Chief Executive Officer

DEBTOR:

T.Y.P. Restaurant Group, Inc.,  
a Delaware corporation d/b/a Tender Greens

\_\_\_\_\_  
Lina O'Connor, Chief Financial Officer

IN WITNESS WHEREOF, the Parties hereto have executed this Security Agreement as of the date first written above.

SECURED PARTY:

CrowdOut Capital Advisors LLC,  
a Delaware limited liability company

\_\_\_\_\_  
Alexander Schoenbaum, Chief Executive Officer

CrowdOut Credit Opportunities Fund LLC,  
a Delaware limited liability company

\_\_\_\_\_  
Alexander Schoenbaum, Chief Executive Officer

DEBTOR:

T.Y.P. Restaurant Group, Inc.,  
a Delaware corporation d/b/a Tender Greens

  
\_\_\_\_\_  
Lina O'Connor, Chief Financial Officer

[Signature Page to Borrower Security Agreement]