

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ponderosa Franchising Company LLC		04/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A., as Trustee		
Street Address:	100 William Street, Suite 1850		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2418851	PONDEROSA STEAKHOUSE	
Registration Number:	1667943	PONDEROSA STEAKHOUSE	
Registration Number:	1677995	PONDEROSA	
Registration Number:	2141635	PONDEROSA	
Registration Number:	1254681	PONDEROSA	
Registration Number:	0903604	PONDEROSA	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	04/26/2021		

CH \$165.00 2418851

Total Attachments: 4

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of April 26, 2021, by and between PONDEROSA FRANCHISING COMPANY LLC, a Delaware limited liability company located at 9720 Wilshire Blvd., Suite 500 Beverly Hills, CA 90212 (“Grantor”), in favor of UMB BANK, N.A., a national banking association (“UMB”), as trustee located at 100 William Street, Suite 1850 New York, NY 10038 (“Trustee”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration referenced in Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of April 26, 2021, by and among Bonanza Restaurant Company LLC, a Delaware limited liability company, Buffalo’s Franchise Concepts, Inc., a Delaware corporation, EB Franchises, LLC, a Delaware limited liability company, Fatburger North America, Inc., a Delaware corporation, FAT Virtual Restaurants LLC, a Delaware limited liability company, Hurricane AMT, LLC, a Delaware limited liability company, Johnny Rockets Licensing, LLC, a Delaware limited liability company, Johnny Rockets Licensing Canada, LLC, a Delaware limited liability company, Ponderosa Franchising Company LLC, a Delaware limited liability company, Ponderosa International Development, Inc., a Delaware limited liability company, Puerto Rico Ponderosa, Inc., a Delaware corporation and Yalla Mediterranean Franchising Company, LLC, a Delaware limited liability company, each as a Guarantor, and the Trustee (the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds derived from or related thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively the “Trademark Collateral”); and

WHEREAS, pursuant to Section 4.6 of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the PTO to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the PTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned such Trademark application will not be excluded from this Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of March 6, 2020, and amended and restated as of April 26, 2021, by and among FAT Brands Royalty I, LLC, a Delaware limited liability company, (the “Issuer”), and UMB Bank, N.A., as Trustee and Securities Intermediary (the “Indenture”).

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee’s interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

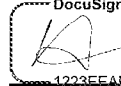
4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

PONDEROSA FRANCHISING COMPANY
LLC

DocuSigned by:



By:

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Name: Andrew A. Wiederhorn

Title: President and CEO

Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 007271 FRAME: 0035

**Schedule 1
Trademarks**

<i>Mark</i>	<i>Jurisdiction</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>
PONDEROSA STEAKHOUSE and Design 	US	Ponderosa Franchising Company LLC	Reg 2418851	Reg 09-JAN- 2001	App 75747276	App 09-JUL- 1999
PONDEROSA STEAKHOUSE and Design 	US	Ponderosa Franchising Company LLC	Reg 1667943	Reg 10-DEC- 1991	App 74118126	App 26-NOV- 1990
PONDEROSA and Design 	US	Ponderosa Franchising Company LLC	Reg 1677995	Reg 03-MAR- 1992	App 74118127	App 26-NOV- 1990
PONDEROSA	US	Ponderosa Franchising Company LLC	Reg 2141635	Reg 10-MAR- 1998	App 74049785	App 07-APR- 1990
PONDEROSA	US	Ponderosa Franchising Company LLC	Reg 1254681	Reg 18-OCT- 1983	App 73342194	App 17-DEC- 1981
PONDEROSA	US	Ponderosa Franchising Company LLC	Reg 0903604	Reg 01-DEC- 1970	App 72294261	App 27-MAR- 1968

Schedule I-1

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RECORDED: 04/26/2021

**TRADEMARK
REEL: 007271 FRAME: 0036**