

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM642197

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Buffalo's Franchise Concepts, Inc.		04/26/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UMB Bank, N.A., as Trustee		
<b>Street Address:</b>	100 William Street, Suite 1850		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10038		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4281791	BUFFALO'S CAFE	
<b>Registration Number:</b>	4248391	BUFFALO'S	
<b>Registration Number:</b>	3433945		
<b>Registration Number:</b>	3464321	BUFFALO'S EXPRESS	
<b>Registration Number:</b>	2859289	BUFFALO'S SOUTHWEST CAFE	
<b>Registration Number:</b>	2491652	BUFFALO'S CAFE	
<b>Registration Number:</b>	1633579	BUFFALO'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		
<b>DATE SIGNED:</b>	04/26/2021		

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**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 BUFFALO'S FRANCHISE CONCEPTS, INC., a Delaware corporation 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.

BUFFALO'S FRANCHISE CONCEPTS, INC.

By:  \_\_\_\_\_  
1223EEAE21404ED







Name: Andrew A. Wiederhorn

Title: President and CEO

Notice of Grant of Security Interest in Trademarks

**TRADEMARK**  
**REEL: 007271 FRAME: 0065**

**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>
BUFFALO'S CAFÉ and Design 	US	Buffalo's Franchise Concepts, Inc.	Reg 4281791	Reg 29-JAN-2013	App 85560436	App 05-MAR-2012
BUFFALO'S and Design 	US	Buffalo's Franchise Concepts, Inc.	Reg 4248391	Reg 27-NOV-2012	App 85346495	App 15-JUN-2011
<i>Design Only</i> 	US	Buffalo's Franchise Concepts, Inc.	Reg 3433945	Reg 27-MAY-2008	App 77091248	App 25-JAN-2007
BUFFALO'S EXPRESS	US	Buffalo's Franchise Concepts, Inc.	Reg 3464321	Reg 08-JUL-2008	App 78876621	App 04-MAY-2006
BUFFALO'S SOUTHWEST CAFÉ and Design 	US	Buffalo's Franchise Concepts, Inc.	Reg 2859289	Reg 06-JUL-2004	App 76267865	App 06-JUN-2001
BUFFALO'S CAFÉ and Design 	US	Buffalo's Franchise Concepts, Inc.	Reg 2491652	Reg 25-SEP-2001	App 75247497	App 25-FEB-1997
BUFFALO'S and Design 	US	Buffalo's Franchise Concepts, Inc.	Reg 1633579	Reg 29-JAN-1991	App 74051155	App 20-APR-1990

Schedule I-1

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RECORDED: 04/26/2021

**TRADEMARK  
REEL: 007271 FRAME: 0066**