

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BITESQUAD.COM, LLC		04/23/2021	Limited Liability Company:
DUDE DELIVERY, LLC		04/23/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Luxor Capital Group, LP, as Collateral Agent		
Street Address:	1114 Avenue of the Americas, 28th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4507297	FOODIFY	
Registration Number:	4101367	DELIVERY DUDES	
Registration Number:	4702834	DELIVERY DUDES	
Registration Number:	4702835	DD DELIVERY DUDES	
Registration Number:	5646097	DELIVERYDUDES	
Registration Number:	5933079	THE DUDES	
Registration Number:	5927655	DELIVERY DUDES	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	33366-30080		
NAME OF SUBMITTER:	Dusan Clark		

CH \$190.00 4507297

SIGNATURE:	/Dusan Clark/
DATE SIGNED:	04/27/2021
Total Attachments: 5 source=Waitr - Trademark Security Agreement (Additional Joinders) [EXECUTED] 267234883_1#page1.tif source=Waitr - Trademark Security Agreement (Additional Joinders) [EXECUTED] 267234883_1#page2.tif source=Waitr - Trademark Security Agreement (Additional Joinders) [EXECUTED] 267234883_1#page3.tif source=Waitr - Trademark Security Agreement (Additional Joinders) [EXECUTED] 267234883_1#page4.tif source=Waitr - Trademark Security Agreement (Additional Joinders) [EXECUTED] 267234883_1#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 23, 2021, is made by BITESQUAD.COM, LLC and DUDE DELIVERY, LLC (each a “Grantor”, and collectively, the “Grantors”), in favor of Luxor Capital Group, LP (“Luxor Capital”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of November 15, 2018 (as amended by Amendment No. 1 to Credit and Guaranty Agreement, dated as of January 17, 2019, Amendment No. 2 to Credit and Guaranty Agreement, dated as of May 21, 2019, Amendment No. 3 to Credit and Guaranty Agreement, dated as of July 15, 2020, and Amendment No. 4 to Credit and Guaranty Agreement, dated as of March 11, 2021 and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Waitr Inc., a Delaware corporation (the “Borrower”), Waitr Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), the other Credit Parties from time to time party thereto (as defined in the Credit Agreement), the lenders from time to time party thereto (each a “Lender” and, collectively, the “Lenders”), Luxor Capital Group, LP, as administrative agent (in such capacity, the “Administrative Agent”), and as collateral agent (in such capacity, the “Collateral Agent”), the Lenders have severally agreed to make an extension of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Credit Party has executed and delivered that certain Pledge and Security Agreement, dated as of November 15, 2018 in favor of Collateral Agent for the benefit of the Secured Parties (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”); and

WHEREAS, the Grantors are party to the Pledge and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extension of credit to Borrower thereunder, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of each Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

; provided, however, that the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

BITESQUAD.COM, LLC as a Grantor



By: _____

Name: Leo Bogdanov

Title: Chief Financial Officer

DUDE DELIVERY, LLC as a Grantor



By: _____

Name: Leo Bogdanov

Title: Chief Financial Officer

ACCEPTED AND AGREED

as of the date first above written:

LUXOR CAPITAL GROUP, LP, as Collateral Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BITESQUAD.COM, LLC as a Grantor

By: _____

Name:

Title:

DUDE DELIVERY, LLC as a Grantor

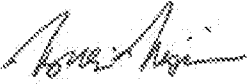
By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

LUXOR CAPITAL GROUP, LP, as Collateral Agent

By:  _____

Name: Norris Nissim

Title: General Counsel

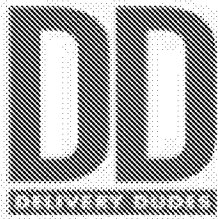
[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 007272 FRAME: 0296

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Existing TM Registrations	Owner	Jurisdiction	USPTO Registration Number	USPTO Registration Date
FOODIFY	BiteSquad.com, LLC	United States	4507297	April 1, 2014
DELIVERY DUDES	Dude Delivery, LLC	United States	4101367	February 21, 2012
DELIVERY DUDES	Dude Delivery, LLC	United States	4702834	March 17, 2015
	Dude Delivery, LLC	United States	4702835	March 17, 2015
DELIVERYDUDES	Dude Delivery, LLC	United States	5646097	Jan. 8, 2019
THE DUDES	Dude Delivery, LLC	United States	5933079	Dec. 10, 2019
DELIVERY DUDES	Dude Delivery, LLC	United States	5927655	Dec. 3, 2019

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.