

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Just Salad LLC		05/03/2021	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Panda Restaurant Group, Inc.
Street Address:	1683 Walnut Grove Avenue
City:	Rosemead
State/Country:	CALIFORNIA
Postal Code:	91770
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	88768168	SUSTAINABILITY CHAMPION
Registration Number:	6304348	JUST GROCERY
Registration Number:	6060346	HEALTH TRIBES
Registration Number:	6020788	GREEN STANDARD
Registration Number:	5846839	JUST SALAD
Registration Number:	5778312	HEALTHY FOR EVERYONE
Registration Number:	5595104	REUSE-A-BOWL
Registration Number:	5505107	PICK 2
Registration Number:	5457190	JUST SALAD WRAPS, BOWLS + MORE
Registration Number:	5369178	
Registration Number:	3202810	JUST SALAD

CORRESPONDENCE DATA

Fax Number: 5037785299

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: 503-778-5320

Email: almurray@dwt.com

Correspondent Name: J. Alfred Murray, Davis Wright Tremaine

TRADEMARK

Address Line 1: 1300 SW Fifth Avenue, Suite 2400
Address Line 4: Portland, OREGON 97201

ATTORNEY DOCKET NUMBER: 0116899-1

NAME OF SUBMITTER: J. Alfred Murray, Davis Wright Tremaine

SIGNATURE: /J. Alfred Murray/

DATE SIGNED: 05/14/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2021, is made by Just Salad LLC (the “Grantor”), in favor of PANDA RESTAURANT GROUP, INC., as the Lender (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 1, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among JUST SALAD LLC, a New York limited liability company (the “Borrower”), the other Loan Parties party thereto from time to time, and the Lender, the Lender has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor has entered into a Pledge and Security Agreement dated as of December 1, 2014 in favor of the Lender (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) to secure the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make extensions of credit to Grantor thereunder, Grantor hereby agrees with the Lender as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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, hereby mortgages, pledges and hypothecates to the Lender for the benefit of the Secured Parties, and grants to the Lender 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 such Grantor (the “Trademark Collateral”):

- (a) all of its registrations and applications for registration for United States Trademarks included in the Collateral (other than those relating solely to Foreign Subsidiaries), including, without limitation, those referred to on Schedule 1 hereto;
- (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) 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.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by Grantor in any Trademark application that is filed on an "intent-to-use" basis prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable United States 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 the Lender pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. 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 5. 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, 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.

JUST SALAD LLC
as Grantor

DocuSigned by:
Nicholas Kenner
By: _____
Name: Nicholas Kenner
Title: Chief Executive Officer

ACCEPTED AND AGREED as of the date first above written:

PANDA RESTAURANT GROUP, INC.,

as Lender DocuSigned by:

By: David Landsberg


Name: David Landsberg

Title: Chief Financial officer

SCHEDULE 1

Jurisdiction	Mark	Owner Name	Application/ Registration Number	Class	Application/ Registration Date	Goods and Services/Translation	Status
United States	JUST GROCERY Just Grocery	JUST SALAD LLC	App 88871168	35, 39	App 14-APR-2020	35: Online retail grocery store services featuring home delivery services, curbside order and pickup, in-store order and pickup 39: Food delivery	Published (Pending)
United States	SUSTAINABILITY CHAMPION <small>SUSTAINABILITY CHAMPION</small>	JUST SALAD LLC	App 88768168	43	App 21-JAN-2020	Restaurant services	Allowed (Pending) A first request for extension of time to file a Statement of Use has been

Jurisdiction	Mark	Owner Name	Application/ Registration Number	Class	Application/ Registration Date	Goods and Services/Translation	Status
United States	HEALTH TRIBES HEALTH TRIBES	JUST SALAD LLC	App 88494378 Reg 6060346	43	App 28-JUN-2019 Reg 19-MAY-2020	Restaurants	Registered
United States	GREEN STANDARD GREEN STANDARD	JUST SALAD LLC	App 88442470 Reg 6020788	43	App 22-MAY-2019 Reg 24-MAR-2020	Restaurant services	Registered Supplemental Register
United States	JUST SALAD JUST SALAD	JUST SALAD LLC	App 88059946 Reg 5846839	30	App 31-JUL-2018 Reg 27-AUG-2019	Salad dressings	Registered
United States	REUSE-A-BOWL	JUST SALAD LLC	App 87841499	43	App 20-MAR-2018 Reg 30-OCT-2018	Restaurant services	Registered

Jurisdiction	Mark	Owner Name	Application/ Registration Number	Class	Application/ Registration Date	Goods and Services/Translation	Status
United States	 HEALTHY FOR EVERYONE HEALTHY FOR EVERYONE	JUST SALAD LLC	App 87025323 Reg 5778312	43	App 04-MAY-2016 Reg 18-JUN-2019	Restaurant services	Registered
United States	JUST SALAD JUST SALAD	JUST SALAD LLC	App 78613707 Reg 3202810	43	App 21-APR-2005 Reg 23-JAN-2007	Restaurant services	Renewed (Registered)

TRADEMARK

REEL: 007297 FRAME: 0136

RECORDED: 05/18/2021