

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE HABIT RESTAURANTS, LLC, as Grantor		05/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent		
Street Address:	CIB DMO WLO Mail code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3158670	CUSTOM BUILT! QUALITY FOOD MADE TO ORDER	
Registration Number:	3157572	CUSTOM BUILT QUALITY FOOD MADE TO ORDER	
Registration Number:	4684744	HABIT	
Registration Number:	4516511	RESPECT THE BURGER	
Registration Number:	2850583	THE HABIT BURGER GRILL	
Registration Number:	5629341	THE HABIT BURGER GRILL	
Registration Number:	5534429	THE HABIT BURGER GRILL	
Registration Number:	5534428	THE HABIT BURGER GRILL	
Registration Number:	5534426	THE HABIT BURGER GRILL	
Registration Number:	5534425	THE HABIT BURGER GRILL	
Registration Number:	5534424	THE HABIT BURGER GRILL	
Registration Number:	2397691	THE HABIT QUALITY FRESH BURGERS SANDWICH	
Registration Number:	2372967	THE HABIT	
Serial Number:	90030769	THE HABIT BURGER GRILL	
Serial Number:	90004691	SANTA BARBARA CHAR	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-494-5225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1380399 TM
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NAME OF SUBMITTER:	Jenny Lim
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SIGNATURE:	/Jenny Lim/
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DATE SIGNED:	05/26/2021
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated May 25, 2021, is made by the Person listed on the signature pages hereof (the “**Grantor**”) in favor of JPMORGAN CHASE BANK, N.A. (“**JPMCB**”), as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Pizza Hut Holdings, LLC, a Delaware limited liability company, KFC Holding Co., a Delaware corporation and Taco Bell of America, LLC, a Delaware limited liability company (each a “**Borrower**” and collectively, the “**Borrowers**”), JPMCB, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of June 16, 2016 (the “**Closing Date**”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers have agreed to issue Letters of Credit upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements, the Bilateral L/C Providers to issue Bilateral L/C Obligations and the Cash Management Banks to enter into agreements giving to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, under the terms of Section 3.03(c) of the Security Agreement, the Lead Borrower is required to deliver to the Collateral Agent this duly executed IP Security Agreement with respect to all After-Acquired Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

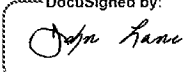
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE HABIT RESTAURANTS, LLC, as Grantor

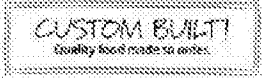




By:  _____
Name: John Lane
Title: Authorized Person


JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: RB
Name: Ryan Baker
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Mark	Jurisdiction	Registered Owner	Registration / Application No	Registration / Application Date
	U.S.	The Habit Restaurants, LLC	Serial No. 78/768,286 Reg. No. 3,158,670	Filing Date 12/7/2005 Reg. Date 10/17/2006
CUSTOM BUILT QUALITY FOOD MADE TO ORDER	U.S.	The Habit Restaurants, LLC	Serial No. 78/720,491 Reg. No. 3,157,572	Filing Date 9/26/2005 Reg. Date 10/17/2006
HABIT	U.S.	The Habit Restaurants, LLC	Serial No. 86/329,717 Reg. No. 4,684,744	Filing Date 7/7/2014 Reg. Date 2/10/2015
RESPECT THE BURGER	U.S.	The Habit Restaurants, LLC	Serial No. 86/004,063 Reg. No. 4,516,511	Filing Date 7/8/2013 Reg. Date 4/15/2014
	U.S.	The Habit Restaurants, LLC	Serial No. 76/526,701 Reg. No. 2,850,583	Filing Date 6/23/2003 Reg. Date 6/8/2004
	U.S.	The Habit Restaurants, LLC	Serial No. 87/730,280 Reg. No. 5,629,341	Filing Date 12/21/2017 Reg. Date: 12/11/2018
	U.S.	The Habit Restaurants, LLC	Serial No. 87/730,290 Reg. No. 5,534,429	Filing Date: 12/21/2017 Reg. Date:8/7/2018
	U.S.	The Habit Restaurants, LLC	Serial No. 87/730,284 Reg. No. 5,534,428	Filing Date: 12/21/2017 Reg. Date: 8/7/2018

	U.S.	The Habit Restaurants, LLC	Serial No. 87/730,279 Reg. No. 5,534,426	Filing Date: 12/21/2017 Reg. Date: 8/7/2018
	U.S.	The Habit Restaurants, LLC	Serial No. 87/730,275 Reg. No. 5,534,425	Filing Date: 12/21/2017 Reg. Date: 8/7/2018
	U.S.	The Habit Restaurants, LLC	Serial No. 87/730,244 Reg. No. 5,534,424	Filing Date: 12/21/2017 Reg. Date: 8/7/2018
	U.S.	The Habit Restaurants, LLC	Serial No. 75/813,392 Reg. No. 2,397,691	Filing Date 10/1/1999 Reg. Date 10/24/2000
THE HABIT	U.S.	The Habit Restaurants, LLC	Serial No. 75/812,725 Reg. No. 2,372,967	Filing Date 10/1/1999 Reg. Date 8/1/2000
THE HABIT BURGER GRILL	U.S.	The Habit Restaurants, LLC	Serial No 90030769	Filing Date 7/1/2020
SANTA BARBARA CHAR	U.S.	The Habit Restaurants, LLC	Serial No 90004691 Reg. No. 6244570	Reg. Date 1/12/2021
THE HABIT	California	The Habit Restaurants, LLC	Reg. No. 49557	Reg. Date 4/24/1998
THE HABIT BURGER GRILL	California	The Habit Restaurants, LLC	Reg. No. 58509	Reg. Date 12/5/2003
THE HABIT BURGER GRILL (white and red)	Florida	The Habit Restaurants, LLC	T15000001277	Filing Date: 12/15/2015
THE HABIT BURGER GRILL (black and red)	Florida	The Habit Restaurants, LLC	T15000001278	Filing Date: 12/15/2015