

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM655536

<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>
Deli Management, Inc.		06/18/2021	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortress Credit Corp.		
<b>Street Address:</b>	1345 Avenue of the Americas, 46th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2093043	BIRD TO THE WISE	
<b>Registration Number:</b>	2094872	DELI COWBOY	
<b>Registration Number:</b>	2621024	DELIVERY POWER	
<b>Registration Number:</b>	2091119	HAM IT DOWN	
<b>Registration Number:</b>	5685928	IT'S A FAMILY THING	
<b>Registration Number:</b>	3000326	J.D. PICKLE	
<b>Registration Number:</b>	1352239	JASON'S	
<b>Registration Number:</b>	1325158	JASON'S DELI	
<b>Registration Number:</b>	2937463	JASON'S DELI	
<b>Registration Number:</b>	3491583	JASON'S DELI	
<b>Registration Number:</b>	4882425	JASON'S EXPRESS	
<b>Registration Number:</b>	4882426	JASON'S EXPRESS	
<b>Registration Number:</b>	2215557	SANTA FE CHICKEN SANDWICH	
<b>Registration Number:</b>	2365524	SERGEANT PEPPER	
<b>Registration Number:</b>	2093042	SPUD AU BROCC	
<b>Registration Number:</b>	2115658	TEXAS STYLE SPUD	
<b>Registration Number:</b>	2091188	THE PLAIN JANE	
<b>Registration Number:</b>	2234421	TUNALETTA	

CH \$465.00 2093043

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** erobinson@huntonak.com**Correspondent Name:** Erika Robinson**Address Line 1:** 600 Peachtree Street NE, Suite 4100**Address Line 2:** c/o Hunton Andrews Kurth LLP**Address Line 4:** Atlanta, GEORGIA 30308

<b>NAME OF SUBMITTER:</b>	Erika Robinson
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<b>SIGNATURE:</b>	/ErikaRobinson/
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<b>DATE SIGNED:</b>	06/23/2021
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**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 18, 2021 (this “**Agreement**”), is entered into by and between Deli Management, Inc., a Texas corporation (“**Grantor**”), and Fortress Credit Corp., as Collateral Agent for the Secured Parties.

**RECITALS:**

**WHEREAS**, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of June 18, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or Pledge and Security Agreement, as applicable), by and among Deli Management, Inc., a Texas corporation, as a Company and as Credit Party Representative, Gemba Dowlen, L.L.C., a Texas limited liability company, as a Guarantor, Gemba Hutto, L.L.C., a Texas limited liability company, as a Guarantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and Fortress Credit Corp., as Administrative Agent and Collateral Agent; and

**WHEREAS**, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

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

**1. Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in and a continuing lien on all of Grantor’s right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks, including those registrations and applications listed on Schedule 1 hereto; (b) all extensions or renewals therefor; (c) all of the goodwill of the business connected with the use thereof, and symbolized thereby; (d) all rights to sue for past, present and future infringements or dilutions thereof or for any injury to goodwill; (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (f) all of its Trademark Licenses, including those Trademark Licenses listed on Schedule 1 hereto.

**2. Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests and continuing liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest and continuing lien on 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.

**3. Authorization to Supplement.** Grantor hereby authorizes Collateral Agent to amend Schedule 1 hereto to include reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which any Grantor no longer has or claims any right, title or interest.

**4. General Provisions.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

[Remainder of Page Intentionally Blank]

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

**DELI MANAGEMENT, INC.**, as Grantor

By: 

Name: Troy Cormier

Title: Chief Executive Officer and  
Treasurer

**ACCEPTED AND ACKNOWLEDGED:**

**FORTRESS CREDIT CORP.**, as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

JASON MEYER

AUTHORIZED SIGNATORY

**SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT**

<b>TRADEMARK REGISTRATIONS</b>			
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	
BIRD TO THE WISE	2093043	02-Sep-1997	
DELI COWBOY	2094872	09-Sep-1997	
DELIVERY POWER	2621024	17-Sep-2002	
HAM IT DOWN	2091119	26-Aug-1997	
IT'S A FAMILY THING	5685928	3/26/2019	
J.D. PICKLE	3000326	27-Sep-2005	
JASON'S	1352239	30-Jul-1985	
JASON'S DELI	1325158	12-Mar-1985	
JASON'S DELI & Oval Design	2937463	05-Apr-2005	
JASON'S DELI & Oval Design (Color)	3491583	26-Aug-2008	
JASON'S EXPRESS	4882425	05-Jan-2016	
JASON'S EXPRESS & Oval Design (Color)	4882426	05-Jan-2016	
SANTA FE CHICKEN SANDWICH	2215557	29-Dec-1998	
SERGEANT PEPPER	2365524	11-Jul-2000	
SPUD AU BROC	2093042	02-Sep-1997	
TEXAS STYLE SPUD	2115658	25-Nov-1997	
THE PLAIN JANE	2091188	26-Aug-1997	
TUNALETTA	2234421	23-Mar-1999	
<b>TRADEMARK APPLICATIONS</b>			
<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>	
<b>TRADEMARK LICENSES</b>			
<u>License Agreement</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>