

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABP FRANCHISING, LLC		06/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITALSPRING AGENCY SERVICES, LLC		
Street Address:	575 Lexington Avenue		
Internal Address:	28th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2939859	AU BON PAIN	
Registration Number:	1134895	AU BON PAIN	
Registration Number:	1270374	AU BON PAIN	
Registration Number:	1757444	AU BON PAIN	
Registration Number:	2792459	AU BON PAIN	
Registration Number:	2854475	AU BON PAIN	
Registration Number:	5272265	AU BON PAIN THE BAKERY CAFÉ	
Registration Number:	2534803	AUBONPAIN.COM	
CORRESPONDENCE DATA			
Fax Number:	6157426293		
<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:	6157427944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		

CH \$215.00 2939859

ATTORNEY DOCKET NUMBER:	125495.0116
NAME OF SUBMITTER:	Martha B. Allard
SIGNATURE:	/Martha B. Allard/
DATE SIGNED:	06/30/2021
Total Attachments: 4 source=ABP Franchising Trademark Security Agreement#page1.tif source=ABP Franchising Trademark Security Agreement#page2.tif source=ABP Franchising Trademark Security Agreement#page3.tif source=ABP Franchising Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2021, is made by and between ABP FRANCHISING, LLC, a Delaware limited liability company (the “Grantor”), in favor of CAPITALSPRING AGENCY SERVICES, LLC, a Delaware limited liability company, as agent for itself and for the benefit of Lenders (as defined below) under the Credit Agreement (as defined below) (together with its successors and assigns in such capacity, “CapitalSpring”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Morgan’s Foods, Inc., an Ohio corporation (“Morgan’s Foods”), Morgan’s Restaurants of Ohio, Inc., an Ohio corporation (“Morgan’s Foods Ohio”), Morgan’s Restaurants of Pennsylvania, Inc., a Pennsylvania corporation (“Morgan’s Foods Pennsylvania”), Morgan’s Restaurants of West Virginia, Inc., a West Virginia corporation (“Morgan’s Foods West Virginia”), Ampex Brands of Somerset Inc, a Pennsylvania corporation (“Ampex Somerset”), Ampex Brands of Johnstown Inc, a Pennsylvania corporation (“Ampex Johnstown”), Ampex Brands Pizza of WV, Inc., a West Virginia corporation (“Ampex Pizza WV”), Ampex Brands of Columbus, Inc., an Ohio corporation (“Ampex Columbus”), ABRE I, LLC, an Ohio limited liability company (“ABRE I”), Ampex Pizza Holdings, LLC, an Ohio limited liability company (“Ampex Pizza Holdings”), Ampex Capital, LLC, a Delaware limited liability company (“Ampex Capital”), ABP Holdings, LLC, a Delaware limited liability company (“ABP Holding”), ABP Opco, LLC, a Delaware limited liability company (“ABP Opco”), ABP Franchising, LLC, a Delaware limited liability company (“ABP Franchising”; and, together with Morgan’s Foods, Morgan’s Foods Ohio, Morgan’s Foods Pennsylvania, Morgan’s Foods West Virginia, Ampex Somerset, Ampex Johnstown, Ampex Pizza WV, Ampex Columbus, Ampex Pizza Holdings, ABRE I, Ampex Capital, ABP Holding and ABP Opco, each a “Borrower” and collectively, the “Borrowers”), the Lenders party thereto and CapitalSpring, the Lenders have agreed to make a term loan to Borrowers;

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that Grantor execute and deliver this Trademark Security Agreement to CapitalSpring;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, hereby pledges to CapitalSpring, and grants to CapitalSpring a lien on and security interest in, all of its right, title and interest in, to and under, whether now existing or hereafter acquired, the following Collateral of the Grantor (the “Trademark Collateral”):

a. each trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo and other source or business identifier, included in the Collateral, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I (collectively, “*Trademarks*”), 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 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.

Section 3. Recordation. The Grantor authorizes the Commissioner for Trademarks to record and register this Trademark Security Agreement upon request by CapitalSpring.

Section 4. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to CapitalSpring, for the benefit of itself and the Lenders, pursuant to the Credit Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of CapitalSpring with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Credit Agreement, the Credit Agreement shall govern.

Section 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark subject to a security interest hereunder.

Section 6. 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or a scanned copy by electronic mail shall be equally as effective as delivery of an original executed counterpart of this Pledge Agreement.

Section 7. 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 without reference to conflicts of law provisions.

[Signature Page Follows]

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.

ABP Franchising, LLC, as Grantor

By: 

Name: Tabbassum Mumtaz

Title: Manager

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS

Trademark	Registration No.	Registration Date	Country	Owner
AU BON PAIN	2939859	April 12, 2005	United States of America	ABP Franchising, LLC
AU BON PAIN	1134895	May 06, 1980	United States of America	ABP Franchising, LLC
AU BON PAIN	1270374	March 13, 1984	United States of America	ABP Franchising, LLC
AU BON PAIN	1757444	March 09, 1993	United States of America	ABP Franchising, LLC
AU BON PAIN (Stylized)	2792459	December 09, 2003	United States of America	ABP Franchising, LLC
AU BON PAIN and Design	2854475	June 15, 2004	United States of America	ABP Franchising, LLC
AU BON PAIN THE BAKERY CAFÉ and Design	5272265	August 22, 2017	United States of America	ABP Franchising, LLC
AUBONPAIN.COM	2534803	January 29, 2002	United States of America	ABP Franchising, LLC

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

None.

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