

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM661960

<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>
GAC Franchise Brands, LLC		07/22/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UMB BANK, N.A.		
<b>Street Address:</b>	100 William Street		
<b>Internal Address:</b>	Suite 1850		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10038		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90754122	HOME OF THE ORIGINAL COOKIE CAKE	
<b>Serial Number:</b>	90468367	GREAT AMERICAN COOKIES	
<b>Registration Number:</b>	6257755	GREAT AMERICAN COOKIES	
<b>Registration Number:</b>	3401763	GREAT AMERICAN COOKIES	
<b>Registration Number:</b>	3260134	GREAT AMERICAN COOKIES	
<b>Registration Number:</b>	3219534	GREAT AMERICAN COOKIES	
<b>Registration Number:</b>	2281010	GREAT AMERICAN COOKIES	
<b>Registration Number:</b>	2156947	SHARE THE FUN OF COOKIES	
<b>Registration Number:</b>	2032657	GREAT AMERICAN COOKIES	
<b>Registration Number:</b>	1327276	DOUBLE DOOZIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022987570		
<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>			
<b>Phone:</b>	202-625-3558		
<b>Email:</b>	kattendctm@katten.com		
<b>Correspondent Name:</b>	Kristin Lockhart - Katten Muchin Rosenma		
<b>Address Line 1:</b>	2900 K Street, N.W.		

CH \$265.00 90754122

**Address Line 2:** North Tower, Suite 200  
**Address Line 4:** Washington, D.C. 20007-5118

**ATTORNEY DOCKET NUMBER:** 395181-00002

**NAME OF SUBMITTER:** Kristin Lockhart

**SIGNATURE:** /Kristin Lockhart/

**DATE SIGNED:** 07/22/2021

**Total Attachments: 4**

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## **NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of July 22, 2021, by and between GAC Franchise Brands, LLC, a Delaware limited liability company located at 5555 Glenridge Connector, Suite 850, Atlanta, Georgia 30342 (“Grantor”), in favor of UMB BANK, N.A., a national banking association (“UMB”), as trustee located at 100 William Street, Suite 1850, New York, New York 10038 (“Trustee”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of July 22, 2021, by and among HDOS Franchising, LLC, a Delaware limited liability company, Marble Slab Franchising, LLC, a Delaware limited liability company, GAC Franchising, LLC, a Delaware limited liability company, PM Franchising, LLC, a Delaware limited liability company, and Round Table Franchise Corporation, a California corporation and certain other “Guarantors” from time to time a party thereto, each as a Guarantor, and the Trustee (the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds derived from or related thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively the “Trademark Collateral”); and

WHEREAS, pursuant to Section 4.6 of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the PTO to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the PTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned such Trademark application will not be excluded from this Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of July 22, 2021, by and among FAT Brands GFG Royalty I, LLC, a Delaware limited liability company, (the “Issuer”), and UMB Bank, N.A., as Trustee and Securities Intermediary (the “Indenture”).

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

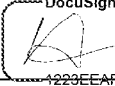
3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

GAC FRANCHISE BRANDS, LLC

By:  \_\_\_\_\_  
Name: Andrew A. Wiederhorn  
Title: President and Chief Executive Officer

**Schedule 1  
Trademarks**

<b>MARK</b>	<b>OWNER</b>	<b>STATUS</b>	<b>APP NO</b>	<b>APP DATE</b>	<b>REG NO</b>	<b>REG DATE</b>
HOME OF THE ORIGINAL COOKY CAKE	GAC Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Pending	90754122	04-JUN-2021		
	GAC Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Pending	90468367	15-JAN-2021		
	GAC Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	88445065	24-MAY-2019	6257755	26-JAN-2021
	GAC Franchise Brands, LLC 1346 Oakbrook Drive Suite 170 Norcross, GA 30093	Registered	78747039	04-NOV-2005	3401763	25-MAR-2008
	GAC Franchise Brands, LLC 1330 Avenue of the Americas, 34 <sup>th</sup> Floor New York, NY, 10019	Registered	78702332	29-AUG-2005	3260134	10-JUL-2007
	GAC Franchise Brands, LLC 1330 Avenue of the Americas, 34 <sup>th</sup> Floor New York, NY, 10019	Registered	78702346	29-AUG-2005	3219534	20-MAR-2007
	GAC Franchise Brands, LLC 1330 Avenue of the Americas, 34 <sup>th</sup> Floor New York, NY, 10019	Registered	75481730	08-MAY-1998	2281010	28-SEP-1999
SHARE THE FUN OF COOKIES	GAC Franchise Brands, LLC 1346 Oakbrook Drive Suite 170 Norcross, GA30093	Registered	75308537	13-JUN-1997	2156947	12-MAY-1998
GREAT AMERICAN COOKIES	GAC Franchise Brands, LLC 1346 Oakbrook Drive Suite 170 Norcross, GA30093	Registered	74574483	16-SEP-1994	2032657	21-JAN-1997
DOUBLE DOOZIE	GAC Franchise Brands, LLC 1346 Oakbrook Drive Suite 170 Norcross, GA30093	Registered	73452846	14-NOV-1983	1327276	26-MAR-1985

Notice of Grant of Security Interest in Trademarks