

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HDOS Franchise Brands, LLC		07/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB BANK, N.A.		
Street Address:	100 William Street		
Internal Address:	Suite 1850		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5718895		
Registration Number:	4731437	HOT DOG ON A STICK	
Registration Number:	4013183	HOT DOG ON A STICK	
Registration Number:	3840866		
Registration Number:	3840872	HOT DOG ON A STICK SINCE 1946	
Registration Number:	3840875	HOT DOG ON A STICK SINCE 1946	
Registration Number:	3840877	HOT DOG ON A STICK	
Registration Number:	3267984		
Registration Number:	3231962		
Registration Number:	3211128	CHEESE ON A STICK	
Registration Number:	3221809	HOT DOG ON A STICK	
Registration Number:	2894729	HOT DOG ON A STICK	
Registration Number:	2878790	HOT DOG ON A STICK	
Registration Number:	2651663	MUSCLE BEACH LEMONADE & HOT DOGS	
Registration Number:	2302750	HOT DOG ON A STICK	
Registration Number:	2371510	HOT DOG ON A STICK	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 2022987570

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: 202-625-3558

Email: kattendctm@katten.com

Correspondent Name: Kristin Lockhart - Katten Muchin Rosenma

Address Line 1: 2900 K Street, N.W.

Address Line 2: North Tower, Suite 200

Address Line 4: Washington, D.C. 20007-5118

ATTORNEY DOCKET NUMBER:	395181-00002
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NAME OF SUBMITTER:	Kristin Lockhart
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SIGNATURE:	/Kristin Lockhart/
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DATE SIGNED:	07/22/2021
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Total Attachments: 6

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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 HDOS 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.

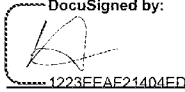
3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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.


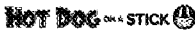





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IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.










HDOS FRANCHISE BRANDS, LLC

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






**Schedule 1
Trademarks**

MARK	OWNER	STATUS	APP NO	APP DATE	REG NO	REG DATE
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	87576523	21-AUG-2017	5718895	09-APR-2019
HOT DOG ON A STICK	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	86402351	22-SEP-2014	4731437	05-MAY-2015
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	77920379	26-JAN-2010	4013183	16-AUG-2011
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	77920406	26-JAN-2010	3840866	31-AUG-2010
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	77920444	26-JAN-2010	3840872	31-AUG-2010
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	77920489	26-JAN-2010	3840875	31-AUG-2010
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	77920512	26-JAN-2010	3840877	31-AUG-2010
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78864045	18-APR-2006	3267984	24-JUL-2007

Notice of Grant of Security Interest in Trademarks

MARK	OWNER	STATUS	APP NO	APP DATE	REG NO	REG DATE
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78864115	18-APR-2006	3231962	17-APR-2007
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78864179	18-APR-2006	3211128	20-FEB-2007
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78740403	25-OCT-2005	3221809	27-MAR-2007
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	76531732	23-JUL-2003	2894729	19-OCT-2004
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	76531733	23-JUL-2003	2878790	31-AUG-2004
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	76312952	17-SEP-2001	2651663	19-NOV-2002
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	75426438	30-JAN-1998	2302750	21-DEC-1999
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	75426336	30-JAN-1998	2371510	25-JUL-2000
	HDOS Franchise Brands, LLC 1346 Oakbrook Drive Suite 170	Registered	1298355	19-APR-2006	TMA737787	08-APR-2009

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MARK	OWNER	STATUS	APP NO	APP DATE	REG NO	REG DATE
	Norcross, Georgia 30093					
	HDOS Franchise Brands, LLC 1346 Oakbrook Drive Suite 170 Norcross, Georgia 30093	Registered	1278139	02- NOV- 2005	TMA7363 22	13-MAR- 2009
	HDOS Enterprises 5601 Palmer Way Carlsbad, CA 92008	Registered	941456	17- JUN- 2008	1107900	24-JUN- 2009
	Hot Dog On A Stick, Inc. 777 South Pacific Coast Highway, Suite 113 Solana Beach, CA 92075	Registered	299681	27- JUN- 1997	616818	30-JUN- 1999
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	1397964	12- FEB- 2018	1397964	12-FEB- 2018
	HDOS Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	1396978	24- JAN- 2018	1396978	24-JAN- 2018

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