

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM661987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marble Slab 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	
Serial Number:	90468416	MARBLE SLAB CREAMERY	
Serial Number:	88656721	CEREAL BOWL	
Registration Number:	6240580	MARBLE SLAB CREAMERY	
Registration Number:	5831791	MAJESTIC SHAKES	
Registration Number:	5329580	ORIGINALITY IN EVERY SLICE	
Registration Number:	4828511	ORIGINALITY IN EVERY SCOOP	
Registration Number:	3217441	MARBLE SLAB CREAMERY	
Registration Number:	3217442	MARBLE SLAB CREAMERY	
Registration Number:	3111858	SLABWICH	
Registration Number:	2965319	THE MARBLE SLAB CREAMERY EXPERIENCE	
Registration Number:	2903406	MARBLE SLAB CREAMERY	
Registration Number:	2925107	MARBLE SLAB CREAMERY	
Registration Number:	2230020	MARBLE SLAB CREAMERY	
Registration Number:	1351081	MARBLE SLAB CREAMERY	
Registration Number:	6429398		
Serial Number:	88862068	GREAT AMERICAN COOKIES MARBLE SLAB CREAM	
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 Marble Slab 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.

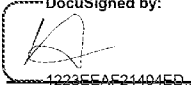
3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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.

MARBLE SLAB FRANCHISE BRANDS,
LLC

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


**Schedule 1
Trademarks**

MARK	COUNTRY /STATE	OWNER	STATUS	APP NO	APP DATE	REG NO	REG DATE
	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Pending	90468416	15-JAN-2021		
CEREAL BOWL	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Published	88656721	16-OCT-2019		
	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	88444997	24-MAY-2019	6240580	05-JAN-2021
MAJESTIC SHAKES	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	88108522	07-SEP-2018	5831791	13-AUG-2019
ORIGINALITY IN EVERY SLICE	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	87420581	21-APR-2017	5329580	07-NOV-2017
ORIGINALITY IN EVERY SCOOP	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	86375982	25-AUG-2014	4828511	6-OCT-2015
MARBLE SLAB CREAMERY	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78821749	23-FEB-2006	3217441	13-MAR-2007
	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78821752	23-FEB-2006	3217442	13-MAR-2007

Notice of Grant of Security Interest in Trademarks

MARK	COUNTRY /STATE	OWNER	STATUS	APP NO	APP DATE	REG NO	REG DATE
SLABWICH	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78669895	13-JUL-2005	3111858	04-JUL-2006
THE MARBLE SLAB CREAMERY EXPERIENCE	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78427927	01-JUN-2004	2965319	05-JUL-2005
MARBLE SLAB CREAMERY	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78314149	15-OCT-2003	2903406	16-NOV-2004
	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78314174	15-OCT-2003	2925107	08-FEB-2005
	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	75295262	20-MAY-1997	2230020	09-MAR-1999
MARBLE SLAB CREAMERY	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	73496108	23-AUG-1984	1351081	23-JUL-1985
	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Published	88862058	07-APR-2020		
	United States	Marble Slab Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Published	88862068	07-APR-2020		
MARBLE SLAB CREAMERY	Puerto Rico	Marble Slab Franchise Brands, LLC 1346 Oakbrook Drive			8407		31-JUL-2002

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MARK	COUNTRY /STATE	OWNER	STATUS	APP NO	APP DATE	REG NO	REG DATE
		Suite 170 Norcross, GA 30093					
	Puerto Rico	Marble Slab Franchise Brands, LLC 1346 Oakbrook Drive Suite 170 Norcross, GA 30093			8408		31-JUL- 2002
MARBLE SLAB CREAMERY	Puerto Rico	Marble Slab Franchise Brands, LLC 1346 Oakbrook Drive Suite 170 Norcross, GA 30093			8407		03-APR- 2002

Notice of Grant of Security Interest in Trademarks