

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PM 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: 9			
Property Type	Number	Word Mark	
Registration Number:	5536932	FRESH TWIST BY PRETZELMAKER	
Registration Number:	3535574		
Registration Number:	3589162		
Registration Number:	2935161	PRETZELMAKER	
Registration Number:	2938148	PRETZELMAKER	
Registration Number:	2495593	PRETZEL TIME	
Registration Number:	2347706	FRESHNESS WITH A TWIST	
Registration Number:	1818250	PRETZELMAKER WORLD'S BEST SOFT PRETZEL	
Registration Number:	1778178	PRETZEL TIME	
CORRESPONDENCE DATA			
Fax Number:	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>			
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		

CH \$240.00 5536932

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: 5 source=PM Franchise Brands, LLC - Notice of Grant of Security Interest in Trademarks#page1.tif source=PM Franchise Brands, LLC - Notice of Grant of Security Interest in Trademarks#page2.tif source=PM Franchise Brands, LLC - Notice of Grant of Security Interest in Trademarks#page3.tif source=PM Franchise Brands, LLC - Notice of Grant of Security Interest in Trademarks#page4.tif source=PM Franchise Brands, LLC - Notice of Grant of Security Interest in Trademarks#page5.tif	

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 PM 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.

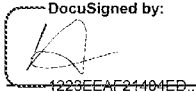
3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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.



PM 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
	PM Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	87479077	07- JUN- 2017	5536932	07- AUG- 2018
	PM Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78932977	19- JUL- 2006	3535574	18- NOV- 2008
	PM Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78933015	19- JUL- 2006	3589162	10- MAR- 2009
PRETZELMAKER	PM Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78389306	23- MAR- 2004	2935161	22- MAR- 2005
PRETZELMAKER	PM Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	78389319	23- MAR- 2004	78389319	05- APR- 2005
PRETZEL TIME	PM Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	75861832	30- NOV- 1999	2495593	09- OCT- 2001
FRESHNESS WITH A TWIST	PM Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	75540393	21- AUG- 1998	2347706	02- MAY- 2000

Notice of Grant of Security Interest in Trademarks

MARK	OWNER	STATUS	APP NO	APP DATE	REG NO	REG DATE
	PM Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	74370184	22-MAR-1993	1818250	25-JAN-1994
	PM Franchise Brands, LLC 5555 Glenridge Connector Suite 850 Atlanta, GA 30342	Registered	74231121	16-DEC-1991	1778178	22-JUN-1993

Notice of Grant of Security Interest in Trademarks