

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662282

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tender Greens OpCo, LLC		07/23/2021	Limited Liability Company: DELAWARE
Tocaya Organica, LLC		07/23/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Breakwater Management LP, as Collateral Agent
Street Address:	1999 Avenue of the Stars
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5325479	G
Registration Number:	5376413	TENDERGREENS
Registration Number:	4801941	GARDEN BY TENDER GREENS
Registration Number:	4971848	TENDER GREENS
Registration Number:	5353070	TOCAYA ORGANICA
Serial Number:	90490294	TOCAYA ORGANICA
Serial Number:	88345283	TOCAYA MODERN MEXICAN

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

CH \$190.00 5325479

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	07/23/2021
Total Attachments: 6 source=BW-Project Fresh - Trademark Security Agreement - EXECUTED#page1.tif source=BW-Project Fresh - Trademark Security Agreement - EXECUTED#page2.tif source=BW-Project Fresh - Trademark Security Agreement - EXECUTED#page3.tif source=BW-Project Fresh - Trademark Security Agreement - EXECUTED#page4.tif source=BW-Project Fresh - Trademark Security Agreement - EXECUTED#page5.tif source=BW-Project Fresh - Trademark Security Agreement - EXECUTED#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of July 23, 2021, is made by TENDER GREENS OPCO, LLC, a Delaware limited liability company ("New TG"), and TOCAYA ORGANICA, LLC, a California limited liability company (together with New TG, collectively, the "Grantors" and each a "Grantor"), in favor of BREAKWATER MANAGEMENT LP, as Collateral Agent for the ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

The Grantors have executed and delivered a Security Agreement, dated as of July 23, 2021, with and in favor of Agent for the ratable benefit of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"). Each Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule I hereto;

- (a) 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, without limitation, 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.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TENDER GREENS OPCO, LLC, as Grantor

By: One Table Restaurant Operations, LLC, its sole member

By: One Table Restaurant Brands, LLC, its sole member

By: 
Name: Lina O'Connor
Title: President & Chief Financial Officer

TOCAYA ORGANICA, LLC, as Grantor

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TENDER GREENS OPCO, LLC, as Grantor

By: One Table Restaurant Operations, LLC, its sole member

By: One Table Restaurant Brands, LLC, its sole member

By: _____

Name: Lina O'Connor

Title: President & Chief Financial Officer

TOCAYA ORGANICA, LLC, as Grantor

DocuSigned by:

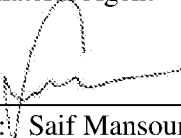


By: _____

Name: Matthew Syken_

Title: Authorized Signatory_

BREAKWATER MANAGEMENT LP,
as Collateral Agent

By: 
Name: Saif Mansour
Title: Managing Partner

TRADEMARK REGISTRATIONS

Grantor	Description	Application/ Registration No.	Issue Date
Tender Greens OpCo, LLC	TENDER GREENS MARK	5325479	October 31, 2017 (U.S.)
Tender Greens OpCo, LLC	TENDER GREENS MARK	5376413	January 9, 2018 (U.S.)
Tender Greens OpCo, LLC	GARDEN BY TENDER GREENS	4801941	September 1, 2015 (U.S.)
Tender Greens OpCo, LLC	TENDER GREENS	4971848	June 7, 2016 (U.S.)
Tocaya Organica, LLC	TOCAYA ORGANICA	5,353,070	December 12, 2017 (U.S.)
Tocaya Organica, LLC	TOCAYA ORGANICA (Stylized)	90/490,294 (Application Number)	Pending
Tocaya Organica, LLC	TOCAYA MODERN MEXICAN	88/345,283 (Application Number)	Pending