

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662504

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HUNGERRUSH, LLC		07/23/2021	Limited Liability Company: DELAWARE
REVENTION, LLC		07/23/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	FORTRESS CREDIT CORP.
Street Address:	1345 Avenue of the Americas, 46th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6318394	HUNGERRUSH
Registration Number:	4692222	HUNGERRUSH
Registration Number:	4648123	REVENTION
Serial Number:	88841198	H
Serial Number:	90818492	9FOLD
Serial Number:	90818478	9FOLD
Serial Number:	90818519	FULLRAIL RESTAURANT MARKETING ON AUTO PI
Serial Number:	90818508	FULLRAIL

CORRESPONDENCE DATA

Fax Number: 8043447999

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: 8047888200

Email: lcouch@huntonak.com

Correspondent Name: HUNTON ANDREWS KURTH LLP

Address Line 1: 951 East Byrd Street

Address Line 2: Riverfront Plaza, East Tower

Address Line 4: Richmond, VIRGINIA 23219-4074

TRADEMARK

ATTORNEY DOCKET NUMBER:	076787.0000240
NAME OF SUBMITTER:	David E. Baker
SIGNATURE:	/David E. Baker/
DATE SIGNED:	07/26/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 23, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Fortress Credit Corp. (“Fortress”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 23, 2021, by and among by and among HUNGERRUSH, LLC, a Delaware limited liability company (as “Lead Borrower”), HUNGERRUSH HOLDINGS, LLC, a Delaware limited liability company (as “Holdings”), each of the other entities from time to time party thereto, the Lenders and Fortress, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HUNGERRUSH, LLC, as Grantor

By: 
Name: Venkata Santhanaraman
Title: Chief Financial Officer

REVENTION, LLC, as Grantor

By: 
Name: Venkata Santhanaraman
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

FORTRESS CREDIT CORP.
as Administrative Agent


By: 

Name: Avi Dreyfuss
Title: Chief Financial Officer


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Loan Party	Trademark	Serial Number/ Registration Number	Filing Date /Registration Date
HungerRush, LLC	HUNGERRUSH	6,318,394	Reg. Date: 4/13/2021
Revention, LLC	HUNGERRUSH	4,692,222	Reg. Date: 2/24/2015
Revention, LLC	REVENTION	4,648,123	Reg. Date: 12/2/2014
HungerRush, LLC	HUNGERRUSH	1,562,751 (Canada)	Reg. Date: 9/11/2020
HungerRush, LLC		1,578,952 (Canada)	Reg. Date: 9/11/2020

2. TRADEMARK APPLICATIONS

Loan Party	Trademark	Serial Number/ Registration Number	Filing Date /Registration Date
HungerRush, LLC		88/841,198	App. Date: 3/19/2020
HungerRush, LLC	9Fold	90818492	App. Date: 07/08/2021
HungerRush, LLC	9Fold	90818478	App. Date: 07/08/2021
HungerRush, LLC	FULLRAIL RESTAURANT MARKETING ON AUTO PILOT	90818519	App. Date: 07/07/2021
HungerRush, LLC	FULLRAIL	90818508	App. Date: 07/07/2021

3. IP LICENSES

None.