

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Back-up Security Interest in Trademarks		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Denbra IP Holdings, LLC		07/30/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	NBC Franchisor LLC		
Street Address:	4560 Belt Line Road, Suite 350		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3839009	BUNDTINI	
Registration Number:	3526479		
Registration Number:	4579282	NOTHING BUNDT CAKES	
Registration Number:	4579284	NOTHING BUNDT CAKES	
Registration Number:	3309781	NOTHING BUNDT CAKES	
Registration Number:	2697008	NOTHING BUNDT CAKES	
CORRESPONDENCE DATA			
Fax Number:	646219353		
<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:	212 373 2488		
Email:	mamcdonough@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Marissa A. McDonough		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	017514-00146		
NAME OF SUBMITTER:	Marissa A. McDonough		

CH \$165.00 3839009

SIGNATURE:	/Marissa A. McDonough/
DATE SIGNED:	08/02/2021
Total Attachments: 4 source=14953943_3_NBC - Notice of Grant of Back-Up Security Interest in Trademarks (US) (EXECUTION VERSION)#page1.tif source=14953943_3_NBC - Notice of Grant of Back-Up Security Interest in Trademarks (US) (EXECUTION VERSION)#page2.tif source=14953943_3_NBC - Notice of Grant of Back-Up Security Interest in Trademarks (US) (EXECUTION VERSION)#page3.tif source=14953943_3_NBC - Notice of Grant of Back-Up Security Interest in Trademarks (US) (EXECUTION VERSION)#page4.tif	

NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS

This Notice of Grant of Back-up Security Interest in Trademarks (the “Notice”), is made and entered into as of July 30, 2021, by Denbra IP Holdings, LLC, a Nevada limited liability company located at 4560 Belt Line Road, Suite 350, Addison, Texas 75001, (“Grantor”), in favor of NBC Franchisor LLC, a Delaware limited liability company located at 4560 Belt Line Road, Suite 350, Addison, Texas 75001 (“Secured Party”) (collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks, including the associated registrations and applications for registration, set forth on Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized thereby; and

WHEREAS, pursuant to the NBC Franchisor Pre-Contribution Agreement between the Parties of even date herewith (the “Agreement”), solely in the event that a court of competent jurisdiction were to hold that the contribution of certain intellectual property defined in the Agreement as the Contributed IP thereunder does not constitute a valid contribution or absolute transfer of such Contributed IP in accordance therewith, but instead constitutes a loan, Grantor has granted a security interest in Grantor’s right, title and interest in, to and under such Contributed IP, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and all products and proceeds of the foregoing, 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 relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to Section 3.1(e) of the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “USPTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the contribution of the Trademarks pursuant to the Agreement does not constitute a valid contribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan;

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 Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants a security interest in favor of the Secured Party in all of Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or hereafter acquired by Grantor, to secure such loan in the aggregate value of the Contributed Assets; *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 USPTO pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, canceled, voided or abandoned.

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party'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 for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Secured Party 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 Agreement and shall terminate automatically upon the termination of the Agreement.

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

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 a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

DENBRA IP HOLDINGS, LLC



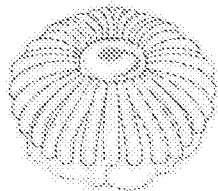



By: _____

Name: Kyle Smith

Title: Chief Executive Officer

Schedule 1

Trademarks

No.	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
1.	BUNDTINI	United States	77768790 26-JUN-2009	3839009 24-AUG-2010
2.	<i>Design Only</i> 	United States	77276926 11-SEP-2007	3526479 04-NOV-2008
3.	NOTHING BUNDT CAKES 	United States	86131298 27-NOV-2013	4579282 05-AUG-2014
4.	NOTHING BUNDT CAKES 	United States	86131310 27-NOV-2013	4579284 05-AUG-2014
5.	NOTHING BUNDT CAKES 	United States	78891817 24-MAY-2006	3309781 09-OCT-2007
6.	NOTHING BUNDT CAKES	United States	76082188 03-JUL-2000	2697008 18-MAR-2003