

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664636

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smoothie King Franchises, Inc.		08/03/2021	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Capital Bank, National Association		
<b>Street Address:</b>	2000 McKinney Avenue, Suite 700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5747023	DAILY WARRIOR	
<b>Registration Number:</b>	2344595	JUICE FUSION	
<b>Registration Number:</b>	1911670	LIGHT & FLUFFY	
<b>Registration Number:</b>	6411219		
<b>Registration Number:</b>	6409632	HIGH INTENSITY WORKOUT	
<b>Registration Number:</b>	6230364	METABOLISM BOOST	
<b>Registration Number:</b>	5853396	RULE THE DAY	
<b>Serial Number:</b>	90664286	SMOOTHIE KING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312.577.8034		
<b>Email:</b>	oscar.ruiz@katten.com		
<b>Correspondent Name:</b>	Oscar Ruiz c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 W. Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	388942-00016		
<b>NAME OF SUBMITTER:</b>	Oscar Ruiz		

CH \$215.00 5747023

<b>SIGNATURE:</b>	/Oscar Ruiz/
<b>DATE SIGNED:</b>	08/03/2021
<b>Total Attachments: 5</b> source=Smoothie King - Trademark Security Agreement#page1.tif source=Smoothie King - Trademark Security Agreement#page2.tif source=Smoothie King - Trademark Security Agreement#page3.tif source=Smoothie King - Trademark Security Agreement#page4.tif source=Smoothie King - Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 3, 2021, is made by Smoothie King Franchises, Inc., a Texas corporation (“Grantor”), in favor of Texas Capital Bank, National Association, a national banking association (“Texas Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 7, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Grantor, SK USA, Inc., as Borrower, the other Obligated Parties, the Lenders from time to time party thereto and Texas Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty, dated as of December 7, 2018, in favor of the Agent, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, to secure its obligations under the Guaranty, Grantor has executed a Security Agreement, dated as of December 7, 2018 (as the same may be amended, restated, supplemented or modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which Security Agreement Grantor is required to execute and deliver this Trademark Security Agreement;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 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.

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

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with its Trademarks 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, 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.

Very truly yours,

SMOOTHIE KING FRANCHISES, INC.  
as Grantor

By:



Name: Sung Wan Kim

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, as Agent

By: *Brian D. Frank*  
Name: Brian D. Frank  
Title: Executive Vice President

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007377 FRAME: 0321**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
Smoothie King Franchises, Inc.	DAILY WARRIOR	87826094	3/8/18	5747023	5/7/19
Smoothie King Franchises, Inc.	JUICE FUSION	75520383	7/16/98	2344595	4/25/00
Smoothie King Franchises, Inc.	LIGHT & FLUFFY	74470557	12/17/93	1911670	8/15/95
Smoothie King Franchises, Inc.	DESIGN ONLY	90312582	11/11/20	6411219	7/6/21
Smoothie King Franchises, Inc.	HIGH INTENSITY WORKOUT	90254692	10/14/20	6409632	7/6/21
Smoothie King Franchises, Inc.	METABOLISM BOOST	88752500	1/9/20	6230364	12/22/20
Smoothie King Franchises, Inc.	RULE THE DAY	88206637	11/27/18	5853396	9/3/19

2. TRADEMARK APPLICATIONS

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
Smoothie King Franchises, Inc.	SMOOTHIE KING	90664286	4/22/21	N/A	N/A