

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Angus Steakhouses, LLC		08/17/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Generational Brands LLC		
Street Address:	704 N. King Street, Suite 500		
Internal Address:	P.O. Box 1031		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19899		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1063552	STUART ANDERSON'S CATTLE COMPANY	
Registration Number:	1152752	STUART ANDERSON'S BLACK ANGUS	
Registration Number:	1173706	STUART ANDERSON'S BLACK ANGUS/CATTLE COM	
Registration Number:	1255615	STUART ANDERSON'S	
Registration Number:	1464994		
Registration Number:	2161727	SA	
Registration Number:	3836093	BULLSEYE BAR	
Registration Number:	3849180	BB HI-DEFF FOOD, DRINKS AND SPORTS!	
CORRESPONDENCE DATA			
Fax Number:	8164121263		
<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:	8168428600		
Email:	cynthia.maust@stinson.com		
Correspondent Name:	Stinson LLP		
Address Line 1:	1201 Walnut Street, Suite 2900		
Address Line 2:	Cynthia Maust, Paralegal		
Address Line 4:	Kansas City, MISSOURI 64106-2150		

CH \$215.00 1063552

ATTORNEY DOCKET NUMBER:	3523413.0002
NAME OF SUBMITTER:	Cynthia Maust
SIGNATURE:	/Cynthia Maust/
DATE SIGNED:	08/18/2021
Total Attachments: 4 source=Black Angus - Trademark Security Agreement#page1.tif source=Black Angus - Trademark Security Agreement#page2.tif source=Black Angus - Trademark Security Agreement#page3.tif source=Black Angus - Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2021, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of GENERATIONAL BRANDS LLC, a Delaware limited liability company (“*GB*”), as the Lender.

WITNESSETH:

WHEREAS, Black Angus Steakhouses, LLC, a Delaware limited liability company (“*Borrower Agent*” and together with any other Person who, from time to time, becomes a borrower party thereto, individually and collectively the “*Borrower*”), Ursian BA Holdings, LLC, a Delaware limited liability company (“*Intermediate Parent*”), any Subsidiaries of Borrower that are Guarantors or become Guarantors pursuant to Section 8.10 of the Credit Agreement (including Intermediate Parent, the “*Guarantors*”, and, together with Borrower, the “*Credit Parties*”), and GB, as the lender (the “*Lender*”), have entered into a Priority Credit Agreement, dated as of August 17, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement of even date herewith in favor of the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, 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 Lender to enter into the Credit Agreement and to induce the Lender to make the extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Lender 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 and pledges to the Lender, and grants to the Lender 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 Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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 the Lender pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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 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 DELAWARE WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[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.

BLACK ANGUS STEAKHOUSES, LLC,
as Grantor

By:  _____

Name: Grant Lyon

Title: Independent Manager

Trademark Security Agreement

TRADEMARK
REEL: 007396 FRAME: 0146

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Grantor	Reg. No.	Mark	Class	Reg. Date
Black Angus Steakhouses, LLC	1,063,552	STUART ANDERSON'S CATTLE COMPANY	42	04/12/77
Black Angus Steakhouses, LLC	1,152,752	STUART ANDERSON'S BLACK ANGUS	42	04/28/81
Black Angus Steakhouses, LLC	1,173,706	STUART ANDERSON'S BLACK ANGUS/CATTLE COMPANY RESTAURANTS	42	10/13/81
Black Angus Steakhouses, LLC	1,255,615	STUART ANDERSON'S	42	10/25/83
Black Angus Steakhouses, LLC	1,464,994	Crouching Cowboy design	42	11/10/87
Black Angus Steakhouses, LLC	2,161,727	Square Cow design	42	06/02/98
Black Angus Steakhouses, LLC	3,836,093	BULLSEYE BAR	43	08/17/10
Black Angus Steakhouses, LLC	3,849,180	BULLSEYE BAR & Design	43	09/21/10

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

License Agreement, dated July 24, 2013, by and between Black Angus Steakhouses, LLC and Stuart Anderson's Black Angus (ASIA) PTE Ltd.