

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fuzzy's Taco Holdings, LLC		07/14/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3494474	FUZZY'S TACO SHOP	
Registration Number:	3969928	FUZZY'S TACO SHOP	
Registration Number:	3969929	FUZZY'S TACO SHOP	
Registration Number:	3969930	FUZZY'S TACO SHOP	
Registration Number:	4074253	FUZZY'S TACO SHOP	
Registration Number:	3969926	FUZZY'S TACO SHOP	
Registration Number:	3969927	FUZZY'S TACO SHOP	
Registration Number:	4021747	FUZZY'S TACO SHOP	
Registration Number:	4074254	FUZZY'S TACO SHOP	
Registration Number:	3969931	EAT ME!	
Registration Number:	4025137	EAT ME!	
Registration Number:	4025138	EAT ME!	
Registration Number:	3966229		
Registration Number:	3966231		
Registration Number:	3977110		
Registration Number:	4025141		
Registration Number:	4090575		
Registration Number:	3969936	WELCOME TO YOUR NEW ADDICTION	
Registration Number:	3969937	WELCOME TO YOUR NEW ADDICTION	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3969939	WELCOME TO YOUR NEW ADDICTION
Registration Number:	4152976	EAT ME!
Registration Number:	3494473	FUZZY DUST
Registration Number:	3497574	BUTT BURNIN' HOT SAUCE
Registration Number:	5190933	FRESH FAST FUN
Registration Number:	5309388	BAJA LIFE
Registration Number:	6024871	FUZZY'S CHIPS IN
Registration Number:	6164956	EVERY DAY IS TACO DAY
Registration Number:	6240561	WHERE ALL CHILL BREAKS LOOSE
Registration Number:	6013006	FUZZY'S TACO SHOP

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	388942-15
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	09/08/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 14, 2021, is made by Fuzzy's Taco Holdings, LLC, a Texas limited liability company ("Grantor"), in favor of Texas Capital Bank, National Association, a national banking association ("Lender").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 16, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, FTO Holding Company, LLC, as Borrower, the other Obligated Parties and Lender, the Lender has 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 Agreement of even date herewith in favor of the Lender, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, to secure its obligations under the Guaranty Agreement, Grantor has executed a Security Agreement (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement") in favor of the Lender 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 Lender to enter into the Credit Agreement and to induce the Lender to make extensions of credit to Borrower thereunder, Grantor hereby agrees with the Lender 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 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 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 Lender pursuant to the Security Agreement and 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 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,

FUZZY'S TACO HOLDINGS, LLC
as Grantor

By: Mel G Knight

Name: Mel G. Knight

Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: Brian D. Frank
Name: Brian Frank
Title: SVP, Group Head Franchise Finance

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Name of Entity	Type of Property	Owned/ Licensed	Registration Number	Date of Registration
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3494474	September 2, 2008
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3969928	May 31, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3969929	May 31, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3969930	May 31, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	4074253	December 20, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3969926	May 31, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3969927	May 31, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	4021747	September 6, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	4074254	December 20, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3969931	May 31, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	4025137	September 13, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	4025138	September 13, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3966229	May 24, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3966231	May 24, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3977110	June 14, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	4025141	September 13, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	4090575	January 24, 2012
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3969936	May 31, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3969937	May 31, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3969939	May 31, 2011
Fuzzy's Taco Holdings, LLC	Trademark	Owned	4152976	June 5, 2012
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3494473	September 2, 2008
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3497574	September 9, 2008
Fuzzy's Taco Holdings, LLC	Trademark	Owned	5190933	April 25, 2017

Fuzzy's Taco Holdings, LLC	Trademark	Owned	5309388	October 17, 2017
Fuzzy's Taco Holdings, LLC	Trademark	Owned	3497574	September 9, 2008
Fuzzy's Taco Holdings, LLC	Trademark	Owned	6024871	March 31, 2020
Fuzzy's Taco Holdings, LLC	Trademark	Owned	6164956	September 29, 2020
Fuzzy's Taco Holdings, LLC	Trademark	Owned	6240561	January 5, 2021
Fuzzy's Taco Holdings, LLC	Trademark	Owned	6013006	March 17, 2020

2. TRADEMARK APPLICATIONS

None.