

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678660

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twin Restaurant IP, LLC d/b/a Twin Peaks		10/01/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A.		
Street Address:	100 William Street, Suite 1850		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	90823685	TWIN PEAKS	
Serial Number:	90201340	GOOD AS CLUCK	
Registration Number:	4693068	GINGER'S ALE	
Registration Number:	5450692	DIRTY BLONDE	
Registration Number:	4896985	KNOTTY BRUNETTE	
Registration Number:	5939124		
Registration Number:	5939125		
Registration Number:	5668094	TWIN PEAKS	
Registration Number:	5664000	TWIN PEAKS	
Registration Number:	5368227	EATS DRINKS SCENIC VIEWS	
Registration Number:	5084051	29° DRAFT BEER	
Registration Number:	5149917	29° DRAFT BEER	
Registration Number:	5124192		
Registration Number:	5178067	BEST KITCHEN IN SPORTS	
Registration Number:	5193193	THE ULTIMATE SPORTS LODGE	
Registration Number:	4710603	GOLD DIGGER	
Registration Number:	5110056	TWIN PEAKS BREWING CO	
Registration Number:	4993707	TWIN PEAKS BREWING	
Registration Number:	5003651	TWIN PEAKS BREWING	
TRADEMARK			

CH \$615.00 90823685

Property Type	Number	Word Mark
Registration Number:	5003652	TWIN PEAKS BREWING COMPANY
Registration Number:	3993003	TWIN PEAKS
Registration Number:	3993004	
Registration Number:	4076127	EATS · DRINKS · SCENIC VIEWS
Registration Number:	3252349	TWIN PEAKS

CORRESPONDENCE DATA

Fax Number: 2022987570

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: 202-625-3558

Email: kattendctm@katten.com

Correspondent Name: Kristin Lockhart - Katten Muchin Rosenma

Address Line 1: 2900 K Street, N.W.

Address Line 2: North Tower, Suite 200

Address Line 4: Washington, D.C. 20007-5118

ATTORNEY DOCKET NUMBER:	395181-00003
NAME OF SUBMITTER:	Kristin Lockhart
SIGNATURE:	/Kristin Lockhart/
DATE SIGNED:	10/04/2021

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of October 1, 2021, by and between Twin Restaurant IP, LLC d/b/a Twin Peaks, a Delaware limited liability company, located at 5151 Beltline Road, Dallas, Texas 75254 (“Grantor”), in favor of UMB BANK, N.A., a national banking association (“UMB”), as trustee located at 100 William Street, Suite 1850, New York, New York 10038 (“Trustee”).

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

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of October 1, 2021, by and among the Grantor and certain other “Guarantors” from time to time a party thereto, each as a Guarantor, and the Trustee (the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, 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 derived from or related thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively the “Trademark Collateral”); and

WHEREAS, pursuant to Section 4.6 of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the PTO to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

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 Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; 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 PTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned such Trademark application will not be excluded from this Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of October 1, 2021, by and among FAT Brands Twin Peaks I, LLC, a Delaware limited liability company, (the “Issuer”), and UMB Bank, N.A., as Trustee and Securities Intermediary (the “Indenture”).

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee’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 in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee 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 Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

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

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 one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.





TWIN RESTAURANT IP, LLC

By: DocuSigned by:
Joseph Hummel
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Name: Joseph Hummel
Title: President

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007441 FRAME: 0535

**Schedule 1
Trademarks**

MARK	OWNER	STATUS	APP NO	APP DATE	REG NO	REG DATE
GINGER'S ALE	Twin Restaurant IP LLC dba Twin Peaks 5151 Beltline Road Dallas, Texas 75254	Registered	86016679	22-JUL- 2013	4693068	24-FEB- 2015
DIRTY BLONDE	Twin Restaurant IP LLC dba Twin Peaks 5151 Beltline Road Dallas, Texas 75254	Registered	85934198	16-MAY- 2013	5450692	24-APR- 2018
KNOTTY BRUNETTE	Twin Restaurant IP LLC dba Twin Peaks 5151 Beltline Road Dallas, Texas 75254	Registered	85934428	16-MAY- 2013	4896985	09-FEB- 2016
TWIN PEAKS	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Pending	90823685	12-JUL- 2021		
GOOD AS CLUCK	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Allowed	90201340	22-SEP- 2020		
	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	88032420	10-JUL- 2018	5939124	17-DEC- 2019
	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	88032426	10-JUL- 2018	5939125	17-DEC- 2019
	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	87325982	06-FEB- 2017	5668094	05-FEB- 2019
	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	87326025	06-FEB- 2017	5664000	29-JAN- 2019
EATS • DRINKS • SCENIC VIEWS	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	87326097	06-FEB- 2017	5368227	02-JAN- 2018
29° DRAFT BEER	Twin Restaurant IP LLC	Registered	87069638	13-JUN- 2016	5084051	15-NOV- 2016

MARK	OWNER	STATUS	APP NO	APP DATE	REG NO	REG DATE
	5151 Beltline Road Dallas, Texas 75254					
	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	87069661	13-JUN-2016	5149917	28-FEB-2017
	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	87069676	13-JUN-2016	5124192	17-JAN-2017
BEST KITCHEN IN SPORTS	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	86973153	12-APR-2016	5178067	04-APR-2017
THE ULTIMATE SPORTS LODGE	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	86973191	12-APR-2016	5193193	25-APR-2017
GOLD DIGGER	Twin Restaurant IP, LLC dba Twin Peaks 4803 Broadway Addison, TX 75001	Registered	86193151	13-FEB-2014	4710603	31-MAR-2015
TWIN PEAKS BREWING CO	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	85893325	02-APR-2013	5110056	27-DEC-2016
TWIN PEAKS BREWING	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	85893351	02-APR-2013	4993707	05-JUL-2016
TWIN PEAKS BREWING	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	85893369	02-APR-2013	5003651	19-JUL-2016
TWIN PEAKS BREWING COMPANY	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	85893387	02-APR-2013	5003652	19-JUL-2016
	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	85175901	12-NOV-2010	3993003	12-JUL-2011
	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	85175916	12-NOV-2010	3993004	12-JUL-2011
EATS · DRINKS · SCENIC VIEWS	Twin Restaurant IP LLC 5151 Beltline Road	Registered	85175923	12-NOV-2010	4076127	27-DEC-2011

MARK	OWNER	STATUS	APP NO	APP DATE	REG NO	REG DATE
	Dallas, Texas 75254					
TWIN PEAKS	Twin Restaurant IP LLC 5151 Beltline Road Dallas, Texas 75254	Registered	78563113	08-FEB- 2005	3252349	12-JUN- 2007