

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM679381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E&I Holdings, Inc.		10/06/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A, as Administrative Agent		
Street Address:	2380 Performance Drive		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5183003	EGG E CLUB	
Registration Number:	5031467	WAKE UP TO WONDERFUL	
Registration Number:	4498139	THE EGG & I BREAKFAST & LUNCH	
Registration Number:	4497925	MOTHER ALWAYS TOLD YOU TO EAT A GOOD BRE	
Registration Number:	4057141	THE EGG I AM	
Registration Number:	3167984	THE EGG & I	
Registration Number:	2130580	THE EGG & I	
Registration Number:	5417456	THE EGG & I BREAKFAST BRUNCH LUNCH	
Registration Number:	5290553	EGGECLUB	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	042525-0288		

OP \$240.00 5183003

NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	10/06/2021
Total Attachments: 9 source=FWR - Intellectual Property Security Agreement [Executed] (126921771.1)#page1.tif source=FWR - Intellectual Property Security Agreement [Executed] (126921771.1)#page2.tif source=FWR - Intellectual Property Security Agreement [Executed] (126921771.1)#page3.tif source=FWR - Intellectual Property Security Agreement [Executed] (126921771.1)#page4.tif source=FWR - Intellectual Property Security Agreement [Executed] (126921771.1)#page5.tif source=FWR - Intellectual Property Security Agreement [Executed] (126921771.1)#page6.tif source=FWR - Intellectual Property Security Agreement [Executed] (126921771.1)#page7.tif source=FWR - Intellectual Property Security Agreement [Executed] (126921771.1)#page8.tif source=FWR - Intellectual Property Security Agreement [Executed] (126921771.1)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 6, 2021 (this "Agreement"), by FIRST WATCH RESTAURANTS, INC., a Delaware Corporation, E&I HOLDINGS, INC., a Delaware corporation and GOOD EGG RESTAURANTS, LLC, a Delaware corporation (each, a "Grantor") in favor of the Administrative Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of October 6, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 6, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among AI Fresh Parent, Inc., a Delaware corporation, FWR Holding Corporation, a Delaware corporation (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto and Bank of America, N.A., in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the "Administrative Agent") and as the Swingline Lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if

fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination or Release. In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

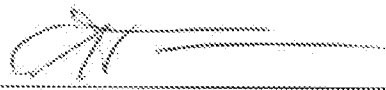
SECTION 5. Governing Law. This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with , the laws of the State of New York.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FIRST WATCH RESTAURANTS, INC.
E&I HOLDINGS, INC.
GOOD EGG RESTAURANTS, LLC

By: 

Name: Christopher Tomasso



Title: President and Chief Executive Officer

Signature Page to Intellectual Property Security Agreement




TRADEMARK
REEL: 007445 FRAME: 0355


SCHEDULE I

TRADEMARKS


REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
First Watch Restaurants, Inc.	3946557	2 FOR YOU
First Watch Restaurants, Inc.	4766029	FIRST WATCH THE DAYTIME CAFE (AND DESIGN) 
First Watch Restaurants, Inc.	4510740	SEAT & EAT
First Watch Restaurants, Inc.	5045828	APP AHEAD SEATING
First Watch Restaurants, Inc.	3218981	FIRSTWATCH THE DAYTIME CAFÉ (AND DESIGN) 
First Watch Restaurants, Inc.	3220831	FIRSTWATCH THE DAYTIME CAFÉ BREAKFAST BRUNCH LUNCH
First Watch Restaurants, Inc.	3220830	FIRSTWATCH THE DAYTIME CAFÉ
First Watch Restaurants, Inc.	3806703	WAKY WAKY EGGS AND BAKY
First Watch Restaurants, Inc.	3657581	YOU FIRST
First Watch Restaurants, Inc.	3467249	FIRST WATCH
First Watch Restaurants, Inc.	3786547	SUNRISE SELECT
First Watch Restaurants, Inc.	3278691	IF WE CAN, WE WILL

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
First Watch Restaurants, Inc.	3273828	THE MIDDLE GRIDDLE
First Watch Restaurants, Inc.	3350801	TRI-FECTA
First Watch Restaurants, Inc.	4401604	TRI-ATHLETE
First Watch Restaurants, Inc.	3350800	SIESTA KEY COCKTAIL
First Watch Restaurants, Inc.	3295844	PECAN DIJON
First Watch Restaurants, Inc.	3278644	NOT GUILTY YOUR HONOR
First Watch Restaurants, Inc.	3273779	LEAN MACHINE
First Watch Restaurants, Inc.	3278643	KILLER CAJUN
First Watch Restaurants, Inc.	3278639	GREEK FETISH
First Watch Restaurants, Inc.	3380084	FLORIDIAN FRENCH TOAST
First Watch Restaurants, Inc.	3447424	CREPEGGS
First Watch Restaurants, Inc.	3273771	CHICKICHANGA
First Watch Restaurants, Inc.	3278626	CAPS, ETC.
First Watch Restaurants, Inc.	3278625	BURRITO VERA CRUZ
First Watch Restaurants, Inc.	3278624	BLTE
First Watch Restaurants, Inc.	3333388	BACADO
First Watch Restaurants, Inc.	2935978	FIRST WATCH BREAKFAST BRUNCH LUNCH
E&I Holdings, Inc.	5183003	EGG E CLUB

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
E&I Holdings, Inc.	5031467	WAKE UP TO WONDERFUL
E&I Holdings, Inc.	4498139	THE EGG & I BREAKFAST & LUNCH (AND DESIGN) 
E&I Holdings, Inc.	4497925	MOTHER ALWAYS TOLD YOU TO EAT A GOOD BREAKFAST
E&I Holdings, Inc.	4057141	THE EGG I AM
E&I Holdings, Inc.	3167984	THE EGG & I
E&I Holdings, Inc.	2130580	THE EGG & I (AND DESIGN) 
Good Egg Restaurants, LLC	2176561	THE GOOD EGG
First Watch Restaurants, Inc.	6106677	YEAH, IT'S FRESH
First Watch Restaurants, Inc.	5781227	SUN & FORK BY FIRST WATCH 
First Watch Restaurants, Inc.	5781228	SUN & FORK BY FIRST WATCH
First Watch Restaurants, Inc.	5545571	PROJECT SUNRISE
E&I Holdings, Inc.	5417456	THE EGG & I BREAKFAST BRUNCH LUNCH
E&I Holdings, Inc.	5290553	EGGECLUB
First Watch Restaurants, Inc.	6463292	Design Only

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
		
First Watch Restaurants, Inc.	6470535	SUN & FORK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NUMBER	TRADEMARK
First Watch Restaurants, Inc.	90551386	FIRST WATCH 

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

Schedule III

WEIL:\98165135\3\45453.0004

RECORDED: 10/06/2021

TRADEMARK
REEL: 007445 FRAME: 0361