

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679383

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Good Egg Restaurants, LLC | | 10/06/2021 | Limited Liability Company: 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2176561 | THE GOOD EGG | |
| 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 | | |
| NAME OF SUBMITTER: | Jessica Bajada-Silva | | |
| SIGNATURE: | /s/ Jessica Bajada-Silva | | |
| DATE SIGNED: | 10/06/2021 | | |
| Total Attachments: 9 | | | |
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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.

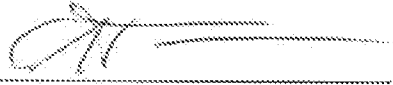
SECTION 5. Governing Law. This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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: 0383

SCHEDULE I

TRADEMARKS

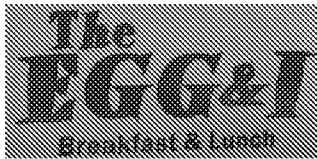


| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|-------------------------------|---------------------|--|
| First Watch Restaurants, Inc. | 3946557 | 2 FOR YOU |
| First Watch Restaurants, Inc. | 4766029 | FIRST WATCH THE DAYTIME CAFE (AND DESIGN)  |
| First Watch Restaurants, Inc. | 4510740 | 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 DATYIME CAFÉ BREAKFAST BRUNCH LUNCH |
| First Watch Restaurants, Inc. | 3220830 | FIRSTWATCH THE DAYTIME CAFÉ |
| First Watch Restaurants, Inc. | 3806703 | WAKEY WAKEY EGGS AND BAKEY |
| 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 |


Schedule I

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TRADEMARK
REEL: 007445 FRAME: 0385

| 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 |

Schedule I

| 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 III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.