

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Krispy Krunchy Foods, L.L.C.		11/17/2021	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC		
Street Address:	405 Colorado Street, Suite 1500		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6223019	NEW ORLEANS FAMOUS CHICKEN & SEAFOOD	
Registration Number:	6196572	PERFECTLY CAJUN BY KRISPY KRUNCHY	
Registration Number:	6171146	KRISPY KRUNCHY CHICKEN GRAB-N-GO	
Registration Number:	6171145	KRISPY KRUNCHY CHICKEN GRAB-N-GO	
Registration Number:	6034143	SOUTHERN CREAMY CHEESY GOODNESS	
Registration Number:	6034142	CAJUN & KRISPY SANDWICHED TOGETHER	
Registration Number:	5852145	FULL OF FLAVORFUL CAJUN GOODNESS	
Registration Number:	5846036	CONVENIENTLY KRISPY CONVENIENTLY KRUNCHY	
Registration Number:	5835307	FRESH, KRISPY TENDERS WITH A CAJUN KICK	
Registration Number:	5846038	BONE-IN WINGS TOSSED TO LOUISIANA PERFEC	
Registration Number:	5527682	CAJUN INFUSED FLAVOR IN EVERY BITE	
Registration Number:	5527681	TAKE A BITE OUT OF YOUR DAY	
Registration Number:	5527680	ADD SOME KRUNCH TO YOUR LUNCH	
Registration Number:	5358935	YOUR NEW ADDRESS FOR CHICKEN	
Registration Number:	5268715	KRISPY KRUNCHY	
Registration Number:	5090363	KRISPY KRUNCHY CHICKEN	
Registration Number:	4021369	KRISPY KRUNCHY CHICKEN CAJUN RECIPE	
Registration Number:	4338722	YOUR NEW ADDRESS FOR CHICKEN	
Registration Number:	2758411	NEW ORLEANS FAMOUS KRISPY KRUNCHY CHICKE	
TRADEMARK			

CH \$490.00 6223019

CORRESPONDENCE DATA**Fax Number:** 7044441111*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:** 7044441124**Email:** elaine.hunt@alston.com**Correspondent Name:** Michele M. Glessner**Address Line 1:** Alston & Bird LLP**Address Line 2:** 101 South Tryon Street, Suite 4000**Address Line 4:** Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
SIGNATURE:	/Elaine B. Hunt/
DATE SIGNED:	11/17/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2021, is made by the entity listed on the signature page hereof (the “Grantor”), in favor of **AB PRIVATE CREDIT INVESTORS LLC**, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of November 17, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Grantor, as the Borrower, Holdings, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and AB Private Credit Investors LLC, as administrative agent and collateral agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to that certain Pledge and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien (as defined in the Credit Agreement) on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all registered IP Licenses providing for the grant by or to the 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.

provided, that notwithstanding anything to the contrary in this Trademark Security Agreement, (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any Excluded Property, and (ii) the Trademark Collateral shall not include any Excluded Property.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses 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. Applicable Law. This Trademark Security Agreement, the rights and obligations of the parties hereto, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Trademark Security Agreement, or the negotiation, execution or performance of this Trademark Security Agreement (including any claims or causes of action based upon, arising out of or related to any representation or warranty made in or in connection with this Trademark Security Agreement, shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of New York without regard to any laws, rules or provisions of the State of New York (other than Article 9 of the UCC) that would cause the application of the laws of any jurisdiction other than the State of New York.

[SIGNATURE PAGES FOLLOW]

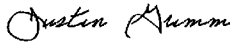
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized signatory as of the date first set forth above.

KRISPY KRUNCHY FOODS, L.L.C.,
as the Grantor

DocuSigned by:
Dan Shapiro
By: _____
Name: Dan Shapiro
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:



AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

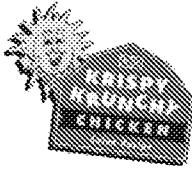

DocuSigned by:

By C46C40E0E5EA415
Name: Justin Grimm
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
NEW ORLEANS FAMOUS CHICKEN & SEAFOOD and Design 	United States	RN: 6,223,019 SN: 88/601,941	Sep. 3, 2019	Dec. 15, 2020	Krispy Krunchy Foods, L.L.C.
PERFECTLY CAJUN BY KRISPY KRUNCHY	United States	RN: 6,196,572 SN: 88/611,462	Sep. 10, 2019	Nov. 10, 2020	Krispy Krunchy Foods, L.L.C.
KRISPY KRUNCHY CHICKEN GRAB-N-GO	United States	RN: 6,171,146 SN: 88/682,049	Nov. 6, 2019	Oct. 6, 2020	Krispy Krunchy Foods, L.L.C.
KRISPY KRUNCHY CHICKEN GRAB-N-GO and Design 	United States	RN: 6,171,145 SN: 88/681,942	Nov. 6, 2019	Oct. 6, 2020	Krispy Krunchy Foods, L.L.C.
SOUTHERN CREAMY CHEESY GOODNESS	United States	RN: 6,034,143 SN: 87/511,299	Jun. 29, 2017	Apr. 14, 2020	Krispy Krunchy Foods, L.L.C.
CAJUN & KRISPY SANDWICHED TOGETHER	United States	RN: 6,034,142 SN: 87/511,277	Jun. 29, 2017	Apr. 14, 2020	Krispy Krunchy Foods, L.L.C.
FULL OF FLAVORFUL CAJUN GOODNESS	United States	RN: 5,852,145 SN: 87/511,281	Jun. 29, 2017	Sep. 3, 2019	Krispy Krunchy Foods, L.L.C.
BONE-IN WINGS TOSSED TO LOUISIANA PERFECTION	United States	RN: 5,846,038 SN: 87/511,288	Jun. 29, 2017	Aug. 27, 2019	Krispy Krunchy Foods, L.L.C.
CONVENIENTLY KRISPY CONVENIENTLY KRUNCHY	United States	RN: 5,846,036 SN: 87/511,275	Jun. 29, 2017	Aug. 27, 2019	Krispy Krunchy Foods, L.L.C.
FRESH, KRISPY TENDERS WITH A CAJUN KICK	United States	RN: 5,835,307 SN: 87/511,304	Jun. 29, 2017	Aug. 13, 2019	Krispy Krunchy Foods, L.L.C.

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
CAJUN INFUSED FLAVOR IN EVERY BITE	United States	RN: 5,527,682 SN: 87/484,788	Jun. 12, 2017	Jul. 31, 2018	Krispy Krunchy Foods, L.L.C.
TAKE A BITE OUT OF YOUR DAY	United States	RN: 5,527,681 SN: 87/484,783	Jun. 12, 2017	Jul. 31, 2018	Krispy Krunchy Foods, L.L.C.
ADD SOME KRUNCH TO YOUR LUNCH	United States	RN: 5,527,680 SN: 87/484,779	Jun. 12, 2017	Jul. 31, 2018	Krispy Krunchy Foods, L.L.C.
YOUR NEW ADDRESS FOR CHICKEN	United States	RN: 5,358,935 SN: 87/435,452	May 03, 2017	Dec. 19, 2017	Krispy Krunchy Foods, L.L.C.
KRISPY KRUNCHY	United States	RN: 5,268,715 SN: 86/673,352	Jun. 24, 2015	Aug. 22, 2017	Krispy Krunchy Foods, L.L.C.
KRISPY KRUNCHY CHICKEN	United States	RN: 5,090,363 SN: 86/973,090	Apr. 12, 2016	Nov. 29, 2016	Krispy Krunchy Foods, L.L.C.
KRISPY KRUNCHY CHICKEN CAJUN RECIPE and Design 	United States	RN: 4,021,369 SN: 85/030,446	May 5, 2010	Sep. 6, 2011	Krispy Krunchy Foods, L.L.C.
YOUR NEW ADDRESS FOR CHICKEN	United States	RN: 4,338,722 SN: 85/742,794	Oct. 1, 2012	May 21, 2013	Krispy Krunchy Foods, LLC
NEW ORLEANS FAMOUS KRISPY KRUNCHY CHICKEN & SEAFOOD CAJUN RECIPE and Design 	United States	RN: 2,758,411 SN: 76/424,830	Jun. 24, 2002	Sep. 2, 2003	Krispy Krunchy Foods, L.L.C.

2. TRADEMARK APPLICATIONS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
KRISPY KRUNCHY CHICKEN FRESHLY MADE · PERFECTLY CAJUN and Design 	United States	RN: n/a SN: 88/882,195	Apr. 22, 2020	n/a	Krispy Krunchy Foods, L.L.C.
FRESHLY MADE · PERFECTLY CAJUN	United States	RN: n/a SN: 88/833,775	Mar. 13, 2020	n/a	Krispy Krunchy Foods, L.L.C.