

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Native Grill and Wings Franchising, LLC		12/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A.		
Street Address:	100 William Street		
Internal Address:	Suite 1850		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4871136	GO NATIVE	
Registration Number:	4498131	NATIVE GRILL WINGS EST. 1979	
Registration Number:	4744305	NATIVE GRILL AND WINGS	
Registration Number:	1755963	NATIVE NEW YORKER	
Registration Number:	4454160	NATIVE NEW YORKER	
Registration Number:	4708882	NATIVE NEW YORKER	
Registration Number:	2615018	NATIVE NEW YORKER RESTAURANT	
Registration Number:	4140627	NATIVE STYLE STRIPPERS	
Registration Number:	3537699	NATIVE TO GO	
Registration Number:	2853238	THE COOLEST PLACE FOR THE HOTTEST WINGS	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<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:	202-625-3558		
Email:	kattendctm@katten.com		
Correspondent Name:	Kristin Lockhart -Katten Muchin Rosenman		
Address Line 1:	2900 K Street, N.W.		

CH \$265.00 4871136

Address Line 2: North Tower, Suite 200
Address Line 4: Washington, D.C. 20007-5118

ATTORNEY DOCKET NUMBER: 395181-00004

NAME OF SUBMITTER: Kristin Lockhart

SIGNATURE: /Kristin Lockhart/

DATE SIGNED: 12/16/2021

Total Attachments: 4

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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 December 15, 2021, by and between Native Grill and Wings Franchising, LLC, an Delaware limited liability company located at 6825 West Galveston Street, Suite 5, Chandler, Arizona 85226 ("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 December 15, 2021, by and among 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 December 15, 2021, by and among FAT Brands Fazoli's Native 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.

NATIVE GRILL AND WINGS
FRANCHISING, LLC

DocuSigned by:

By: _____
Name: Andrew A. Wiederhorn
Title: President and CEO

Notice of Grant of Security Interest in Trademarks