

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695471

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3BM1 IP, LLC		12/09/2021	Limited Liability Company: DELAWARE
3BM1 RESTAURANT MANAGEMENT, LLC		12/09/2021	Limited Liability Company: DELAWARE
3BM1 CATERING, LLC		12/09/2021	Limited Liability Company: DELAWARE
3BM1 OLDE BAR, LLC		12/09/2021	Limited Liability Company: DELAWARE
3BM1 LQ, LLC		12/09/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Street Address:	500 Delaware Ave.		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5157936	24 WOOD FIRED FARE	
Registration Number:	4336946	AMADA	
Registration Number:	5024978	BUENA ONDA	
Registration Number:	4390576	CHIFA	
Registration Number:	4303509	DISTRITO	
Registration Number:	6496564	GARCES	
Registration Number:	6001036	GARCES	
Registration Number:	4382587	GARCES CATERING	
Registration Number:	5139095	GARCES FOUNDATION	
Registration Number:	4382588	GARCES GROUP	
Registration Number:	5003798	LUNA FARM	
Registration Number:	5419460	OKATSHE	

OP \$490.00 5157936

Property Type	Number	Word Mark
Registration Number:	5413723	ORTZI
Registration Number:	4594334	ROSA BLANCA
Registration Number:	4845578	THE OLDE BAR
Registration Number:	3536793	TINTO
Registration Number:	4158158	VILLAGE WHISKEY
Registration Number:	5146977	VOLVER
Registration Number:	4477475	YUBOKA

CORRESPONDENCE DATA

Fax Number: 2158511420

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: 215-851-8100

Email: cnye@reedsmith.com

Correspondent Name: Matthew P. Frederick, Reed Smith LLP

Address Line 1: 1717 Arch Street, Three Logan Square

Address Line 2: Suite 3100

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Matthew P. Frederick
SIGNATURE:	/Matthew P. Frederick/
DATE SIGNED:	12/16/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of December 9, 2021, is made by and among 3BM1 IP, LLC, 3BM1 RESTAURANT MANAGEMENT, LLC, 3BM1 CATERING, LLC, 3BM1 OLDE BAR, LLC and 3BM1 LQ, LLC, each a Delaware limited liability company (collectively, “Borrower” or “Grantor” in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, a federal savings bank and successor-in-interest to Beneficial Bank (the “Lender”).

WHEREAS, the Lender made loans, extensions of credit, and other financial accommodations available to, *inter alia*, the Borrower pursuant to, *inter alia*: (i) that certain Loan Agreement (as amended, restated, supplemented or modified from time to time, the “Loan Agreement”) dated July 11, 2018 between Borrower and Lender; and (ii) that certain Term Note dated July 11, 2018 executed by Borrower in favor of Lender in the original principal amount of \$4,880,000, as amended by that certain Amendment to Note dated April 24, 2020 (as further amended, restated, supplemented or modified from time to time, the “Note”).

WHEREAS, the obligations under the Loan Agreement and Note are secured by, among other things that certain Security Agreement dated July 11, 2018 executed by Borrower, among others, in favor of Lender (the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to

and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Borrower:

3BM1 IP, LLC

By: David M. Maser

Name: David Maser

Title: Co-Manager of 3BM1, LLC

3BM1 RESTAURANT MANAGEMENT, LLC

By: David M. Maser

Name: David Maser

Title: Co-Manager of 3BM1, LLC

3BM1 CATERING, LLC

By: David M. Maser

Name: David Maser

Title: Co-Manager of 3BM1, LLC

3BM1 OLDE BAR, LLC

By: David M. Maser

Name: David Maser

Title: Co-Manager of 3BM1, LLC

3BM1 LQ, LLC

By: David M. Maser

Name: David Maser

Title: Co-Manager of 3BM1, LLC

AGREED TO AND ACCEPTED:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: Anne D. Brehony
Name: Anne D. Brehony
Title: Vice President

SCHEDULE 1

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
24 WOOD FIRED FARE	US	5157936	March 7, 2017	3BM1 Restaurant Management, LLC
AMADA	US	4336946	May 21, 2013	3BM1 IP, LLC
BUENA ONDA & Design	US	5024978	August 23, 2016	3BM1 Restaurant Management, LLC
CHIFA & Design	US	4390576	August 27, 2013	3BM1 IP, LLC
DISTRITO	US	4303509	March 19, 2013	3BM1 Restaurant Management, LLC
GARCES & Design	US	6496564	September 28, 2021	3BM1 IP, LLC
GARCES & Design	US	6001036	March 3, 2020	3BM1 IP, LLC
GARCES CATERING	US	4382587	August 13, 2013	3BM1 Catering, LLC
GARCES FOUNDATION	US	5139095	February 7, 2017	3BM1 IP, LLC
GARCES GROUP	US	4382588	August 13, 2013	3BM1 IP, LLC
LUNA FARM	US	5003798	July 19, 2016	3BM1 IP, LLC
OKATSHE	US	5419460	March 6, 2018	3BM1 Restaurant Management, LLC
ORTZI	US	5413723	February 27, 2018	3BM1 Restaurant Management, LLC
ROSA BLANCA	US	4594334	August 26, 2014	3BM1 IP, LLC
THE OLDE BAR	US	4845578	November	3BM1 Olde Bar, LLC

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
			3, 2015	
TINTO & Design	US	3536793	November 25, 2008	3BM1 LQ, LLC
VILLAGE WHISKEY	US	4158158	June 12, 2012	3BM1 LQ, LLC
VOLVER	US	5146977	February 21, 2017	3BM1 Catering, LLC
YUBOKA	US	4477475	February 4, 2014	3BM1 Restaurant Management, LLC