

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHOPPERSCHOICE.COM, L.L.C.		12/28/2021	Limited Liability Company: LOUISIANA
BBQ GUY'S MANUFACTURING, LLC		12/28/2021	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION		
Street Address:	2 Bethesda Metro Center, Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6556863	VICTORY	
Registration Number:	4449274	THE CAJUN GRILL	
Registration Number:	6562982	BLAZE	
Registration Number:	6562981		
Serial Number:	90568433	PRELUDE	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	17392.515177		
NAME OF SUBMITTER:	Moira Sheehan		

OP \$140.00 6556863

SIGNATURE:	/Moirá Sheehan/
DATE SIGNED:	12/29/2021
Total Attachments: 6 source=ABL - CONA_BBQ Guys - Trademark Security Agreement (Dec 2021)#page1.tif source=ABL - CONA_BBQ Guys - Trademark Security Agreement (Dec 2021)#page2.tif source=ABL - CONA_BBQ Guys - Trademark Security Agreement (Dec 2021)#page3.tif source=ABL - CONA_BBQ Guys - Trademark Security Agreement (Dec 2021)#page4.tif source=ABL - CONA_BBQ Guys - Trademark Security Agreement (Dec 2021)#page5.tif source=ABL - CONA_BBQ Guys - Trademark Security Agreement (Dec 2021)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 28th day of December, 2021, among SHOPPERSCHOICE.COM, L.L.C. and BBQ GUY'S MANUFACTURING, LLC, each a Louisiana limited liability company (collectively, the "Grantors" and each individually a "Grantor"), and CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as administrative agent pursuant to the Credit Agreement referred to below (together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 5, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SHOPPERSCHOICE.COM, L.L.C. and BBQ GUY'S MANUFACTURING, LLC, each a Louisiana limited liability company (collectively, the "Borrowers" and each individually, a "Borrower"), the other Persons party thereto from time to time as Guarantors, CAPITAL ONE, NATIONAL ASSOCIATION, as Administrative Agent, and the financial institutions party thereto from time to time as Lenders, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantors were required to execute and deliver to the Agent that certain Security Agreement, dated as of February 5, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, mortgages, pledges and hypothecates to the Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral");

(i) any and all of such Grantor's trademarks listed on Schedule I hereto; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of each such Grantor's business symbolized by the foregoing and connected therewith and (vi) all of each such Grantor's rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been

deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

Notwithstanding any of the provisions set forth in this Trademark Security Agreement to the contrary, nothing in this Trademark Security Agreement shall constitute a grant of a security interest in, and the Trademark Collateral shall not include, any Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

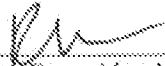
6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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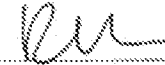
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

SHOPPERSCHOICE.COM, L.L.C.

By: 
Name: Russ Alan Wheeler
Title: Chief Executive Officer

BBQ GUY'S MANUFACTURING, LLC

By: 
Name: Russ Alan Wheeler
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY: CAPITAL ONE, NATIONAL ASSOCIATION, as
the Agent

By: _____
Name:
Title:

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

GRANTOR:


SHOPPERSCHOICE.COM, L.L.C.

By: _____
Name: Russ Alan Wheeler
Title: Chief Executive Officer

BBQ GUY'S MANUFACTURING, LLC

By: _____
Name: Russ Alan Wheeler
Title: Chief Executive Officer


**ACCEPTED AND ACKNOWLEDGED BY: CAPITAL ONE, NATIONAL ASSOCIATION, as
the Agent**

By:  _____
Name: Julianne Low
Title: Senior Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
Shoppers.Choice.com, L.L.C.	VICTORY	6556863	11/9/2021
Shoppers.Choice.com, L.L.C.	BBQGUYS SIGNATURE SERIES (class 4)	90461195	1/12/2021
Shoppers.Choice.com, L.L.C.	BORN TO GRILL	90478992	1/21/2021
Shoppers.Choice.com, L.L.C.	THE YARD WHERE IT HAPPENS	90479000	1/21/2021
Shoppers.Choice.com, L.L.C.	WE KNOW A THING OR TWO ABOUT GRILLIN' AND OUTDOOR LIVIN'	90479010	1/21/2021
Shoppers.Choice.com, L.L.C.	OUTDOOR YOURSELF	90479019	1/21/2021
Shoppers.Choice.com, L.L.C.	TASTE IS OUR TERRITORY	90709350	5/13/2021
Shoppers.Choice.com, L.L.C.	BBQGUYS	90709121	5/13/2021
Shoppers.Choice.com, L.L.C.	THE CAJUN GRILL	4449274	12/10/2013
BBQ GUY'S MANUFACTURING, LLC	GRILL FOR LIFE	90463745	1/13/2021
BBQ GUY'S MANUFACTURING, LLC	Blaze and Design Logo 	6562982	11/16/2021
BBQ GUY'S MANUFACTURING	Flame Design Logo	6562981	11/16/2021

G, LLC			
BBQ GUY'S MANUFACTURIN G, LLC	PRELUDE	90568433	3/9/2021