

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primanti Corporation		01/03/2022	Corporation:
Primanti Bros. Restaurant Corporation		01/03/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Brightwood Loan Services LLC		
Street Address:	810 Seventh Avenue, 26th Floor		
Internal Address:	Attention: Loan Operations		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6276660	PMAN	
Registration Number:	6091251	ALMOST FAMOUS	
Registration Number:	5031248	PRIMANTI BROS.	
Registration Number:	5026901	BROTHERS BURGER	
Registration Number:	4835532	THE DRUNK DUCK	
Registration Number:	4227987	HOME OF THE ORIGINAL PITTSBURGH SANDWICH	
Registration Number:	4159852	ALMOST FAMOUS	
Registration Number:	4159845		
Registration Number:	4159844	PITTS-BURGER	
Registration Number:	2569734	PRIMANTI BROTHERS PIZZA	
Registration Number:	2593868	PRIMANTI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-294-2684		
Email:	trademarkny@winston.com		

CH \$290.00 6276660

Correspondent Name: Laura M. Franco
Address Line 1: 101 California Street
Address Line 2: Winston & Strawn LLP
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 086229.00068

NAME OF SUBMITTER: Laura M. Franco

SIGNATURE: /Laura M. Franco by trademarkny/

DATE SIGNED: 01/05/2022

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of January 3, 2022 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BRIGHTWOOD LOAN SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain First Lien Pledge and Security Agreement, dated as of January 3, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under (in each case, other than to the extent constituting Excluded Assets) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This 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 of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.


Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the

Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

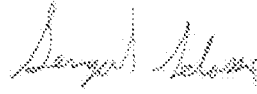
**PRIMANTI CORPORATION
PRIMANTI BROS. RESTAURANT
CORPORATION**, as Grantors

By: 
Name: Scott Leya
Title: Chief Financial Officer

[Signature Page to First Lien Intellectual Property Security Agreement]

**TRADEMARK
REEL: 007551 FRAME: 0253**

**BRIGHTWOOD LOAN SERVICES LLC, as
Collateral Agent**



By: _____


Name: Sengal Selassie
Title: Authorized Person

By: _____

Name: Darilyn Olidge
Title: General Counsel

**BRIGHTWOOD LOAN SERVICES LLC, as
Collateral Agent**


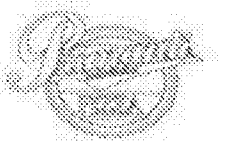
By: _____
Name: Sengal Selassie
Title: Authorized Person

By:  _____
Name: Darlyn Olidge
Title: General Counsel

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks:

Name of Owner	Trademark	Reg. #	Reg. Date	App. #	App. Date	Status
Primanti Bros. Restaurant Corporation	P-MAN	6276660	Feb. 23, 2021	90056221	Jul. 16, 2020	Registered. Renewal due between Feb. 23, 2026 and Feb. 23, 2027
Primanti Bros. Restaurant Corporation	<u>ALMOST FAMOUS</u>	6091251	Jun. 30, 2020	<u>87215605</u>	Oct. 25, 2016	Registered. Renewal due between Jun. 30, 2025 and Jun. 30, 2026
Primanti Bros. Restaurant Corporation	<u>PRIMANTI BROS.</u>	<u>5031248</u>	Aug. 30, 2016	<u>86880601</u>	Jan. 20, 2016	Registered. Renewal due between Aug. 30, 2021 and Aug. 30, 2022
Primanti Bros. Restaurant Corporation	<u>BROTHERS BURGER</u>	<u>5026901</u>	Aug. 23, 2016	<u>86875739</u>	Jan. 14, 2016	Registered. Renewal due between Aug. 23, 2021 and Aug. 23, 2022
Primanti Corporation	<u>THE DRUNK DUCK</u>	<u>4835532</u>	Oct. 20, 2015	<u>86544219</u>	Feb. 24, 2015	Registered. Renewal due between Oct. 20, 2020 and Oct. 20, 2021
Primanti Bros. Restaurant Corporation	<u>HOME OF THE ORIGINAL PITTSBURGH SANDWICH</u>	<u>4227987</u>	Oct. 16, 2012	<u>85147656</u>	Oct. 07, 2010	Registered. Renewal due between Oct. 16, 2021 and Oct. 17, 2022

Primanti Bros. Restaurant Corporation	<u>ALMOST FAMOUS</u>	<u>4159852</u>	Jun. 19, 2012	<u>85147583</u>	Oct. 07, 2010	Registered. Renewal due between Jun. 19, 2021 and Jun. 20, 2022
Primanti Bros. Restaurant Corporation		<u>4159845</u>	Jun. 19, 2012	<u>85143247</u>	Oct. 01, 2010	Registered. Renewal due between Jun. 19, 2021 and Jun. 20, 2022
Primanti Bros. Restaurant Corporation	<u>PITTS-BURGER</u>	<u>4159844</u>	Jun. 19, 2012	<u>85142990</u>	Oct. 01, 2010	Registered. Renewal due between Jun. 19, 2021 and Jun. 20, 2022
Primanti Bros. Restaurant Corporation		<u>2569734</u>	May 14, 2002	<u>76195968</u>	Jan. 12, 2001	Registered. Renewal due between May 14, 2021 and May 16, 2022
Primanti Bros. Restaurant Corporation	<u>PRIMANTI</u>	<u>2593868</u>	Jul. 16, 2002	<u>76134534</u>	Sep. 25, 2000	Registered. Renewal due between Jul. 16, 2021 and Jul. 18, 2022

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