

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hopdoddy, LLC		01/13/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Truist Bank, as Administrative Agent for the Secured Parties		
Street Address:	303 Peachtree Street, N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4613069	BURGER BOUNCER	
Registration Number:	4839761	DODDY BY NATURE	
Registration Number:	4533406	GOOD KARMA NEVER TASTED SO GOOD.	
Registration Number:	4601539	GOODNIGHT/GOOD CAUSE	
Registration Number:	4153528	HD 2010	
Registration Number:	3951042	HOP DODDY	
Registration Number:	4149904	HOPDODDY BURGER BAR	
Registration Number:	4006353	HOPDODDY BURGER BAR	
Registration Number:	5936123	LIL'DODDY	
Registration Number:	4533403	PEACE. LOVE. HOPPINESS.	
Serial Number:	97194802	THE DOUBLE BIRD	
Serial Number:	97194794	THE BREAKFAST PROJECT	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8358		
Email:	jmcneill@jonesday.com		
Correspondent Name:	Jack McNeill, Jones Day		

CH \$315.00 4613069

Address Line 1: 1221 Peachtree Street, NE
Address Line 2: Suite 400
Address Line 4: Atlanta, GEORGIA 30361

NAME OF SUBMITTER: Jack McNeill

SIGNATURE: /Jack McNeill/

DATE SIGNED: 01/19/2022

Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 13, 2022 (this “Security Agreement”), is made by HOPDODDY, LLC, a Texas limited liability company (the “Grantor”), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, HIBAR HOSPITALITY OPERATIONS, LLC, a Delaware limited liability company (the “Borrower”), HIBAR HOSPITALITY HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto, the Administrative Agent and the other parties party thereto have entered into that certain Revolving Credit and Term Loan Agreement dated as of January 13, 2022 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Administrative Agent, Holdings, Borrower, Grantor and the other grantors from time to time party thereto have entered into the Guaranty and Security Agreement dated as of January 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

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

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, pledges and transfers to the Administrative Agent, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

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

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 its Trademarks and Trademark Licenses subject to a security interest hereunder.

Counterparts. This 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.

Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

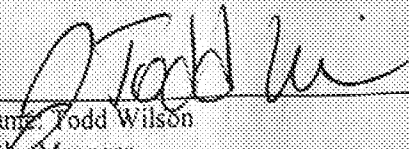
Loan Document. For avoidance of doubt, the Grantor and the Administrative Agent hereby acknowledge and agree that this Security Agreement is a Loan Document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the 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.

HOPDOBDDY, LLC

By: _____


Name: Todd Wilson
Title: Manager

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By: _____

Name:
Title:

IN WITNESS WHEREOF, the 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.


HOPDODDY, LLC

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:




TRUIST BANK

By: 
Name: Scott Pohlman
Title: Authorized Signatory

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS

Mark	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number	Registration Date
BURGER BOUNCER	100	UNITED STATES	4613069	9/30/2014
DODDY BY NATURE	100	UNITED STATES	4839761	10/27/2015
GOOD KARMA NEVER TASTED SO GOOD.	100	UNITED STATES	4533406	5/20/2014
GOODNIGHT/GOOD CAUSE	100	UNITED STATES	4601539	9/9/2014
HD 2010 & Design 	100	UNITED STATES	4153528	6/5/2012
HOPDODDY	100	UNITED STATES	3951042	4/26/2011
HOPDODDY BURGER BAR & Design 	100	UNITED STATES	4149904	5/29/2012
HOPDODDY BURGER BAR & Design 	100	UNITED STATES	4006353	8/2/2011
LIL' DODDY	100	UNITED STATES	5936123	12/17/2019
PEACE. LOVE. HOPPINESS.	100	UNITED STATES	4533403	5/20/2014

II. TRADEMARK APPLICATIONS

Mark	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Application Number	Application Date
THE DOUBLE BIRD	100	UNITED STATES	97194802	12/29/2021
THE BREAKFAST PROJECT	100	UNITED STATES	97194794	12/29/2021

III. TRADEMARK LICENSES