

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703430

| | | | |
|-----------------------------------|-------------------------------|----------------------------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement Supplement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FRG, LLC | | 01/19/2022 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | Mail Code NY1-C-413, 4 CMC | | |
| City: | Brooklyn | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11245-0001 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 74 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6376660 | F | |
| Registration Number: | 6216749 | OUR SUBS SAVE LIVES | |
| Registration Number: | 6216252 | ENJOY MORE SUBS. SAVE MORE LIVES. | |
| Registration Number: | 5730047 | WELCOME TO FIREHOUSE | |
| Registration Number: | 5702658 | H2O FOR HEROES | |
| Registration Number: | 5675356 | WELCOME TO FIREHOUSE | |
| Registration Number: | 4738798 | FIREHOUSE FUNDS | |
| Registration Number: | 4639978 | FIREHOUSE SALAD | |
| Registration Number: | 4639976 | HOOK & LADDER SALAD | |
| Registration Number: | 4618210 | FIREHOUSE SUBS CHERRY LIME - AID LIGHT | |
| Registration Number: | 3246353 | FIREHOUSE SUBS | |
| Registration Number: | 3253052 | FIREHOUSE SUBS | |
| Registration Number: | 3482188 | FIREHOUSE SUBS FOUNDED BY FIREMEN | |
| Registration Number: | 3082197 | FIREHOUSE SUBS | |
| Registration Number: | 3382694 | FIREHOUSE SUBS | |
| Registration Number: | 3261752 | FIREHOUSE SUBS | |
| Registration Number: | 3323736 | FIREHOUSE STEAK & CHEESE | |
| Registration Number: | 3323735 | FIREHOUSE HERO | |
| Registration Number: | 3323734 | NEW YORK STEAMER | |

OP \$1865.00 6376660

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------------|
| Registration Number: | 3323733 | HOOK & LADDER |
| Registration Number: | 3306295 | FIREHOUSE SUBS |
| Registration Number: | 3316544 | FIREHOUSE SUBS FOUNDED BY FIREMEN |
| Registration Number: | 3161773 | CAPTAIN SORENSEN'S |
| Registration Number: | 3173205 | CAPTAIN SORENSEN'S DATIL PEPPER HOT SAUC |
| Registration Number: | 3355508 | ENGINEER |
| Registration Number: | 3000715 | FIREHOUSE |
| Registration Number: | 1903135 | FIREHOUSE |
| Registration Number: | 2606263 | FIREHOUSE SUBS |
| Registration Number: | 2795060 | FIREHOUSE SUBS |
| Registration Number: | 3014796 | FIREHOUSE SUBS |
| Registration Number: | 3027225 | FIREHOUSE SUBS |
| Registration Number: | 3031377 | FIREHOUSE SUBS |
| Registration Number: | 3063736 | FIREHOUSE SUBS |
| Registration Number: | 3065955 | FIREHOUSE SUBS |
| Registration Number: | 3070837 | FIREHOUSE SUBS |
| Registration Number: | 3082196 | FIREHOUSE SUBS |
| Registration Number: | 3323156 | FIREHOUSE SUBS |
| Registration Number: | 3615605 | FIREHOUSE SUBS |
| Registration Number: | 3827073 | FIREHOUSE SUBS |
| Registration Number: | 2795059 | FIREHOUSE SUBS |
| Registration Number: | 2866824 | FIREHOUSE SUBS |
| Registration Number: | 3012834 | FIREHOUSE SUBS |
| Registration Number: | 3012835 | FIREHOUSE SUBS |
| Registration Number: | 3027226 | FIREHOUSE SUBS |
| Registration Number: | 3031378 | FIREHOUSE SUBS |
| Registration Number: | 3063737 | FIREHOUSE SUBS |
| Registration Number: | 3070838 | FIREHOUSE SUBS |
| Registration Number: | 3070844 | FIREHOUSE SUBS |
| Registration Number: | 3323157 | FIREHOUSE SUBS |
| Registration Number: | 3323158 | FIREHOUSE SUBS |
| Registration Number: | 3833616 | FIREHOUSE SUBS |
| Registration Number: | 1983934 | FIREHOUSE SUBS EST. 1994 |
| Registration Number: | 3791438 | FIREHOUSE SUBS CHERRY LIME-AID FIREHOUSE |
| Registration Number: | 3482187 | FIREHOUSE SUBS FOUNDED BY FIREMEN |
| Registration Number: | 3618997 | FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION |
| Registration Number: | 3357598 | FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION |
| Registration Number: | 3413742 | FOUNDED BY FIREMEN |

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------|
| Registration Number: | 3413743 | FOUNDED BY FIREMEN |
| Registration Number: | 5301445 | FOUNDED BY FIREMEN |
| Registration Number: | 5385397 | FOUNDED BY FIREMEN |
| Registration Number: | 2784438 | FULLY INVOLVED |
| Registration Number: | 5651363 | RAPID RESCUE |
| Registration Number: | 5510032 | RAPID RESCUE TO GO |
| Registration Number: | 5728855 | RAPID RESCUE TO GO |
| Registration Number: | 5510033 | RAPID RESCUE TO GO |
| Registration Number: | 5155234 | THE LIEUTENANT |
| Registration Number: | 3847091 | THE ROOKIE |
| Registration Number: | 2786569 | ENGINEER SUB |
| Registration Number: | 3017190 | FIREHOUSE "HERO" SUB |
| Registration Number: | 4940399 | FUEL UNDER 500 |
| Registration Number: | 4879768 | HEROFUEL |
| Registration Number: | 2797711 | HOOK & LADDER SUB |
| Registration Number: | 2802416 | NEW YORK STEAMER SUB |
| Registration Number: | 5079829 | THE HERO OF ALL SUBS |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Elaine Carrera |
| SIGNATURE: | /Elaine Carrera/ |
| DATE SIGNED: | 01/20/2022 |

Total Attachments: 8

- source=RBI - Security Agreement Supplement - Trademarks (Executed)#page1.tif
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SECURITY AGREEMENT SUPPLEMENT FOR US TRADEMARKS

SUPPLEMENT NO. 2 (this "Supplement") dated as of January 19, 2022, to the Security Agreement dated as of December 12, 2014 (the "Closing Date") among certain subsidiaries of 1013421 B.C. UNLIMITED LIABILITY COMPANY, an unlimited liability company organized under the laws of British Columbia ("Holdings") from time to time party thereto and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Collateral Agent (the "Collateral Agent") for the Secured Parties (the "Security Agreement").

A. Reference is made to that certain Credit Agreement dated as of October 27, 2014 as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement", among 1011778 B.C. Unlimited Liability Company, an unlimited liability company organized under the laws of British Columbia (the "Parent Borrower"), New Red Finance, Inc., a Delaware corporation (the "Subsidiary Borrower" and together with the Parent Borrower, the "Borrowers"), Holdings, JPMCB, as administrative agent (in such capacity, the "Administrative Agent"), and Collateral Agent, each Lender from time to time party thereto and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit to the Borrowers and the Hedge Banks to enter into Secured Hedge Agreements upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrowers, Holdings and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements from time to time under the terms of the Credit Agreement.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral

Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the New Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the Collateral, including the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule I hereto (excluding any Excluded Property).

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 7. The New Grantor authorizes and requests that the Commissioner for Trademarks record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 12. Reimbursement of the Collateral Agent’s expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

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IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

FRG, LLC

By: 
Name: Jon Domanko
Title: Assistant Secretary

Jurisdiction of Formation/Incorporation: Florida
Address of Chief Executive Office: 12735 Gran
Bay Parkway, Suite 150, Jacksonville, Florida
32258

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Jeffrey C Miller
Title: Executive Director

[RBI – Signature Page to Supplement for US Trademarks]

TRADEMARK
REEL: 007563 FRAME: 0245

SCHEDULE I
TO SUPPLEMENT NO. 2 TO THE
SECURITY AGREEMENT

United States Trademark Registrations and Trademark Applications

| Registered owner/ Grantor | Trademark | Registration No. or Application No. |
|------------------------------|-----------------------------------------------------------|----------------------------------------|
| FRG, LLC | F | 6,376,660 |
| FRG, LLC | OUR SUBS SAVE LIVES | 6,216,749 |
| FRG, LLC | ENJOY MORE SUBS. SAVE MORE LIVES. | 6,216,252 |
| FRG, LLC | WELCOME TO FIREHOUSE | 5,730,047 |
| FRG, LLC | H2O FOR HEROES | 5,702,658 |
| FRG, LLC | WELCOME TO FIREHOUSE | 5,675,356 |
| FRG, LLC | FIREHOUSE FUNDS | 4,738,798 |
| FRG, LLC | FIREHOUSE SALAD | 4,639,978 |
| FRG, LLC | HOOK & LADDER SALAD | 4,639,976 |
| FRG, LLC | FIREHOUSE SUBS CHERRY LIME – AID LIGHT FIREHOUSE ORIGINAL | 4,618,210 |
| FRG, LLC | FIREHOUSE SUBS | 3,246,353 |
| FRG, LLC | FIREHOUSE SUBS | 3,253,052 |
| FRG, LLC | FIREHOUSE SUBS FOUNDED BY FIREMEN | 3,482,188 |
| FRG, LLC | FIREHOUSE SUBS | 3,082,197 |
| FRG, LLC | FIREHOUSE SUBS | 3,382,694 |
| FRG, LLC | FIREHOUSE SUBS | 3,261,752 |
| FRG, LLC | FIREHOUSE STEAK & CHEESE | 3,323,736 |
| FRG, LLC | FIREHOUSE HERO | 3,323,735 |
| FRG, LLC | NEW YORK STEAMER | 3,323,734 |
| FRG, LLC | HOOK & LADDER | 3,323,733 |
| FRG, LLC | FIREHOUSE SUBS | 3,306,295 |
| FRG, LLC | FIREHOUSE SUBS FOUNDED BY FIREMEN | 3,316,544 |
| FRG, LLC | CAPTAIN SORENSEN'S | 3,161,773 |
| FRG, LLC | CAPTAIN SORENSEN'S DATIL PEPPER HOT SAUCE | 3,173,205 |
| FRG, LLC | ENGINEER | 3,355,508 |
| FRG, LLC | FIREHOUSE | 3,000,715 |
| FRG, LLC | FIREHOUSE | 1,903,135 |
| FRG, LLC | FIREHOUSE SUBS | 2,606,263 |
| FRG, LLC | FIREHOUSE SUBS | 2,795,060 |
| FRG, LLC | FIREHOUSE SUBS | 3,014,796 |
| FRG, LLC | FIREHOUSE SUBS | 3,027,225 |

| Registered owner/ Grantor | Trademark | Registration No. or Application No. |
|------------------------------|-------------------------------------------------------|----------------------------------------|
| FRG, LLC | FIREHOUSE SUBS | 3,031,377 |
| FRG, LLC | FIREHOUSE SUBS | 3,063,736 |
| FRG, LLC | FIREHOUSE SUBS | 3,065,955 |
| FRG, LLC | FIREHOUSE SUBS | 3,070,837 |
| FRG, LLC | FIREHOUSE SUBS | 3,082,196 |
| FRG, LLC | FIREHOUSE SUBS | 3,323,156 |
| FRG, LLC | FIREHOUSE SUBS | 3,615,605 |
| FRG, LLC | FIREHOUSE SUBS | 3,827,073 |
| FRG, LLC | FIREHOUSE SUBS | 2,795,059 |
| FRG, LLC | FIREHOUSE SUBS | 2,866,824 |
| FRG, LLC | FIREHOUSE SUBS | 3,012,834 |
| FRG, LLC | FIREHOUSE SUBS | 3,012,835 |
| FRG, LLC | FIREHOUSE SUBS | 3,027,226 |
| FRG, LLC | FIREHOUSE SUBS | 3,031,378 |
| FRG, LLC | FIREHOUSE SUBS | 3,063,737 |
| FRG, LLC | FIREHOUSE SUBS | 3,070,838 |
| FRG, LLC | FIREHOUSE SUBS | 3,070,844 |
| FRG, LLC | FIREHOUSE SUBS | 3,323,157 |
| FRG, LLC | FIREHOUSE SUBS | 3,323,158 |
| FRG, LLC | FIREHOUSE SUBS | 3,833,616 |
| FRG, LLC | FIREHOUSE SUBS EST. 1994 | 1,983,934 |
| FRG, LLC | FIREHOUSE SUBS CHERRY LIME- AID FIREHOUSE ORIGINAL | 3,791,438 |
| FRG, LLC | FIREHOUSE SUBS FOUNDED BY FIREMEN | 3,482,187 |
| FRG, LLC | FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION | 3,618,997 |
| FRG, LLC | FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION | 3,357,598 |
| FRG, LLC | FOUNDED BY FIREMEN | 3,413,742 |
| FRG, LLC | FOUNDED BY FIREMEN | 3,413,743 |
| FRG, LLC | FOUNDED BY FIREMEN | 5,301,445 |
| FRG, LLC | FOUNDED BY FIREMEN | 5,385,397 |
| FRG, LLC | FULLY INVOLVED | 2,784,438 |
| FRG, LLC | RAPID RESCUE | 5,651,363 |
| FRG, LLC | RAPID RESCUE TO GO | 5,510,032 |
| FRG, LLC | RAPID RESCUE TO GO | 5,728,855 |
| FRG, LLC | RAPID RESCUE TO GO | 5,510,033 |
| FRG, LLC | THE LIEUTENANT | 5,155,234 |
| FRG, LLC | THE ROOKIE | 3,847,091 |
| FRG, LLC | ENGINEER SUB | 2,786,569 |
| FRG, LLC | FIREHOUSE "HERO" SUB | 3,017,190 |

| Registered owner/ Grantor | Trademark | Registration No. or Application No. |
|------------------------------|----------------------|----------------------------------------|
| FRG, LLC | FUEL UNDER 500 | 4,940,399 |
| FRG, LLC | HEROFUEL | 4,879,768 |
| FRG, LLC | HOOK & LADDER SUB | 2,797,711 |
| FRG, LLC | NEW YORK STEAMER SUB | 2,802,416 |
| FRG, LLC | THE HERO OF ALL SUBS | 5,079,829 |