

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708796

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FSC FRANCHISE CO., LLC		02/16/2022	Limited Liability Company: DELAWARE
BRASS TAP FRANCHISOR, LLC		02/16/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	TRUIST BANK
Street Address:	211 Perimeter Center Parkway
Internal Address:	Suite 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	Banking Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5917978	THE BRASS TAP
Registration Number:	5912092	THE BRASS TAP CRAFT BEER BAR
Registration Number:	5912091	THE BRASS TAP
Registration Number:	6195776	THE HATCHERY
Registration Number:	6195775	THE HATCHERY
Registration Number:	6153609	BEEF 'O' BRADY'S SPORTS GRILL

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 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

OP \$165.00 5917978

ATTORNEY DOCKET NUMBER:	52990.515120
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	02/16/2022

Total Attachments: 4

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 16, 2022 (this “Trademark Security Agreement”), is made by FSC FRANCHISE CO., LLC, a Delaware limited liability company (“FSC Co”) and BRASS TAP FRANCHISOR, LLC, a Delaware limited liability company (“Brass Tap” and, collectively with FSC Co, the “Grantors”), in favor of TRUIST BANK, successor-by-merger to SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Creditors (as defined in the Security Agreement referred to below).

WHEREAS, FSC FRANCHISE HOLDINGS, LLC, a Delaware limited liability company (the “Borrower”), the Grantors, the guarantors from time to time party thereto, the lenders from time to time party thereto, and the Administrative Agent have entered into that certain Credit Agreement, dated as of September 8, 2017 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantors, have entered into the Security Agreement, dated as of September 8, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Creditors; and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Trademark Security Agreement;

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

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantors, 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 Grantors, hereby pledge, assign and transfer to the Administrative Agent for the benefit of the Secured Creditors, and grant to the Administrative Agent for the benefit of the Secured Creditors a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its trademarks referred to on Schedule I hereto; *provided, however*, that the foregoing grant of security interest will only cover United States “intent to use” trademark applications for which a verified statement of use or an amendment to allege use has been filed with and accepted by the United States Patent and Trademark Office;

(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.

Section 3 **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and agree 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 Security Agreement. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Grantors Remain Liable.** The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and trademark licenses subject to a security interest hereunder.

Section 5 **Counterparts.** This Trademark 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. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 **Governing Law.** This Trademark 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 (without giving effect to the conflict of law principles thereof).

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

GRANTORS:

FSC FRANCHISE CO., LLC

By: Michelle Knight
Name: Michelle Knight
Title: Chief Financial Officer

BRASS TAP FRANCHISOR, LLC

By: Michelle Knight
Name: Michelle Knight
Title: Chief Financial Officer

SCHEDULE I

Trademarks

A. REGISTERED TRADEMARKS

Trademark	Owner	Serial No. / Date	Reg. No. / Date
THE BRASS TAP	Brass Tap Franchisor, LLC	88139223 10/02/2018	5917978 11/26/2019
THE BRASS TAP CRAFT BEER BAR	Brass Tap Franchisor, LLC	88139232 10/02/2018	5912092 11/19/2019
THE BRASS TAP	Brass Tap Franchisor, LLC	88139220 10/02/2018	5912091 11/19/2019
THE HATCHERY	FSC Franchise Co., LLC	88146039 10/08/2018	6195776 11/10/2020
THE HATCHERY	FSC Franchise Co., LLC	88146035 10/08/2018	6195775 11/10/2020
BEEF 'O' BRADY'S SPORTS GRILL	FSC Franchise Co., LLC	87578762 08/22/2017	6153609 09/15/2020

B. TRADEMARK APPLICATIONS

None.