

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710092

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement at reel/frame 5503/0505

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Black Angus Steakhouses, LLC		05/20/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Medley Small Business Fund, LP (formerly Medley SBIC, LP)
Street Address:	375 Park Avenue
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	Limited Partnership: DELAWARE
Name:	Medley Capital, LLC
Street Address:	375 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1063552	STUART ANDERSON'S CATTLE COMPANY
Registration Number:	1152752	STUART ANDERSON'S BLACK ANGUS
Registration Number:	1173706	STUART ANDERSON'S BLACK ANGUS/CATTLE COM
Registration Number:	1255615	STUART ANDERSON'S
Registration Number:	1464994	
Registration Number:	2161727	SA
Registration Number:	3836093	BULLSEYE BAR
Registration Number:	3849180	BB HI-DEFF FOOD, DRINKS AND SPORTS!

CORRESPONDENCE DATA

Fax Number:

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: 714.668.6200
Email: johnkline@paulhastings.com
Correspondent Name: John Kline
Address Line 1: 695 Town Center Drive
Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	John Kline
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SIGNATURE:	/s/ John Kline
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DATE SIGNED:	02/23/2022
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Total Attachments: 4

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AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2021 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of April 24, 2015 (as amended, restated, supplemented, or otherwise modified prior to the date hereof, the "Trademark Security Agreement"), by and between **BLACK ANGUS STEAKHOUSES, LLC**, a Delaware limited liability company ("Grantor"), and **MEDLEY SMALL BUSINESS FUND, LP** (formerly MEDLEY SBIC, LP), a Delaware limited partnership, as collateral agent for the Lenders ("Existing Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantor, Existing Agent and **Medley Capital, LLC**, a Delaware limited liability company (in such capacity, together with its successors and assigns in such capacity, "Successor Agent"), wish to amend the Trademark Security Agreement by acknowledging the replacement of the Existing Agent with the Successor Agent thereunder.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantor, Existing Agent and Successor Agent hereby agree that, effective as of the date hereof, each reference to "Collateral Agent" in the Trademark Security Agreement shall be deemed to be a reference to Successor Agent.

2. Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Existing Agent in all of Grantors' right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Successor Agent continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.


5. This Amendment is a Credit Document.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTOR:

BLACK ANGUS STEAKHOUSES, LLC,
a Delaware limited liability company

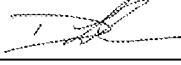
By: 
Name: Christopher P. Ames
Title: Chief Executive Officer

[Amendment Number One to Trademark Security Agreement]

TRADEMARK
REEL: 007641 FRAME: 0414

EXISTING AGENT:

**PHENIXFIN SMALL BUSINESS FUND,
LP (f/k/a MEDLEY SMALL BUSINESS
FUND, LP),**
a Delaware limited partnership

By:  _____

Name: David Lorber
Title: Chairman and CEO

SUCCESSOR AGENT:

MEDLEY CAPITAL, LLC,
a Delaware limited liability company

By: _____

Name: Richard T. Allorto, Jr.
Title: Chief Financial Officer

EXISTING AGENT:

MEDLEY SMALL BUSINESS FUND, LP,
a Delaware limited partnership

By: _____

Name: David Lorber

Title: Chairman and CEO

SUCCESSOR AGENT:

MEDLEY CAPITAL, LLC,
a Delaware limited liability company

DocuSigned by:

Richard Allorto

By: _____
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Name: Richard T. Allorto, Jr.

Title: Chief Financial Officer

[Amendment Number One to Trademark Security Agreement]