

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM711350

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oregano's Holdings, Inc.		02/28/2022	Corporation: DELAWARE
Oregano's Pizza Bistro, Inc.		02/28/2022	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sunflower Bank, N.A		
<b>Street Address:</b>	3025 Cortland Circle		
<b>City:</b>	Salina		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	67401		
<b>Entity Type:</b>	National Banking Association: KANSAS		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1962807	OREGANO'S PIZZA BISTRO	
<b>Registration Number:</b>	3267453	OREGANO'S	
<b>Registration Number:</b>	4219108	LEGALIZE MARINARA	
<b>Registration Number:</b>	4887645	LEGALIZE MARINARA	
<b>Registration Number:</b>	4703458	DON'T PASS THIS JOINT	
<b>Registration Number:</b>	4703459	MENU CAN TRUST	
<b>Registration Number:</b>	4926720	PRACTICE SAFE SAUCE	
<b>Registration Number:</b>	5097109	PRACTICE SAFE SAUCE	
<b>Registration Number:</b>	4699027	KABOOM!	
<b>Registration Number:</b>	4841218	OREGANO DISPENSARY	
<b>Registration Number:</b>	5222275	OREGANO DISPENSARY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023826070		
<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>			
<b>Phone:</b>	602-382-6000		
<b>Email:</b>	sschahn@swlaw.com		
<b>Correspondent Name:</b>	Snell & Wilmer L.L.P.		
<b>Address Line 1:</b>	400 E. Van Buren St.		

CH \$290.00 1962807

<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2202
<b>ATTORNEY DOCKET NUMBER:</b>	64680.00004
<b>NAME OF SUBMITTER:</b>	Scott A. Schahn
<b>SIGNATURE:</b>	/Scott A. Schahn/
<b>DATE SIGNED:</b>	03/01/2022
<b>Total Attachments: 5</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of February 28, 2022 (this "Agreement"), among each of the signatories hereto (collectively, the "Grantors") and SUNFLOWER BANK, N.A. (the "Lender").

Reference is made to (a) the Loan Agreement dated as of February 28, 2022 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among OREGANO'S HOLDINGS, INC., a Delaware corporation, and OREGANO'S PIZZA BISTRO, INC., an Arizona corporation (collectively, jointly, severally, and jointly and severally, "Borrower") and Lender and (b) the Collateral Agreement dated as of February 28, 2022 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantors (as defined therein) and Lender. Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement. Each Grantor is a Borrower or an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce Lender to make the Loan. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Loan Agreement, as applicable. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each undersigned Grantor hereby grants to Lender and its successors and assigns, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by such Grantor (including all goodwill associated therewith), including those listed on Schedule I (the "Trademark Collateral").

3. Collateral Agreement. The Security Interest granted to Lender herein is granted in furtherance, and not in limitation, of the security interests granted to Lender pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

4. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and Lender shall promptly execute, acknowledge, and deliver to Borrower Representative an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.


5. Counterparts. This Agreement 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. Delivery of an executed signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

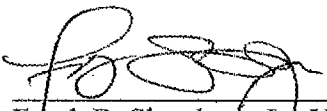
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OREGANO'S HOLDINGS, INC., a Delaware corporation

By:   
\_\_\_\_\_  
Frank B. Sbordone, Jr., CEO, President,  
Secretary & Treasurer

OREGANO'S PIZZA BISTRO, INC., an Arizona corporation

By:   
\_\_\_\_\_  
Frank B. Sbordone, Jr., Vice President,  
Secretary & Treasurer

SUNFLOWER BANK, N.A.

By: *David George*  
Name: *David George*  
Title: *Vice President*

Signature Page to Trademark Security Agreement

4876-0977-2048

**TRADEMARK**  
**REEL: 007646 FRAME: 0893**

SCHEDULE I  
TRADEMARK COLLATERAL

Oregano's Trademark Summary  
6/7/2021

Mark Name	Country	Status	Filed Date	Application No.	Reg. Date	Registration No.	Ren. Due Date	Goods
DON'T PASS THIS JOINT	USA	Registered	7/29/2014	86/350,949	3/17/2015	4,703,458	3/17/2025	43
KABOOM!	USA	Registered	7/9/2014	86/331,513	3/10/2015	4,699,027	3/10/2025	45
LEGALIZE MARINARA	USA	Registered	7/29/2014	86/350,933	1/19/2016	4,867,645	1/19/2026	43
LEGALIZE MARINARA	USA	Registered	7/21/2011	85/377,466	10/2/2012	4,219,108	10/2/2022	25
MENU CAN TRUST	USA	Registered	7/29/2014	86/350,962	3/17/2015	4,703,459	3/17/2025	43
OREGANO DISPENSARY	USA	Published	10/31/2016	87/221,552	6/13/2017	5,222,275	6/13/2027	25
OREGANO DISPENSARY	USA	Registered	3/19/2015	86/570,359	10/27/2015	4,841,218	10/27/2025	43
OREGANO'S	USA	Registered	9/26/2006	77/007,931	7/24/2007	3,267,453	7/24/2027	43
OREGANO'S PIZZA BISTRO	USA	Registered	8/29/1994	74/567,066	3/19/1996	1,962,807	3/19/2026	42
PRACTICE SAFE SAUCE	USA	Registered	1/14/2016	86/876,016	12/6/2016	5,097,109	12/6/2026	25
PRACTICE SAFE SAUCE	USA	Registered	8/13/2015	86/723,814	3/29/2016	4,926,720	3/29/2026	43
THE ORIGINAL PIZZA COOKIE	Arizona	Registered	3/19/2015	59059	3/19/2015	59059	3/19/2025	30