

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM714441

<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>
Cava Holding Company		03/11/2022	Corporation: DELAWARE
Zoe's Kitchen USA, LLC		03/11/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn St.		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6364919	CAVA TABLE	
<b>Registration Number:</b>	5497835	CAVA	
<b>Registration Number:</b>	5885941	SPLENDIDGREENS	
<b>Registration Number:</b>	5530776	FOOD IS A FORCE FOR GOOD	
<b>Registration Number:</b>	5005112	EAT LIKE THERE'S A TOMORROW	
<b>Registration Number:</b>	5272193	V	
<b>Registration Number:</b>	5433797	V	
<b>Registration Number:</b>	5286837	A CULTURE, NOT A CONCEPT	
<b>Registration Number:</b>	4878401	FOR THOSE WHO SAVOR	
<b>Registration Number:</b>	4832563	LIVE MEDITERRANEAN	
<b>Registration Number:</b>	4450335	CAVA MEZZE	
<b>Registration Number:</b>	4401258	ZOES FRESH TAKE	
<b>Registration Number:</b>	4059522	CAVA MEZZE GRILL	
<b>Registration Number:</b>	4059523	CAVA MEZZE GRILL	
<b>Registration Number:</b>	4037532	CAVA	
<b>Registration Number:</b>	4037533	CAVA	
<b>Registration Number:</b>	3938145	CRAZY FETA	
<b>Registration Number:</b>	4071674	SIMPLE. TASTY. FRESH!	
		<b>TRADEMARK</b>	

CH \$515.00 6364919

Property Type	Number	Word Mark
Registration Number:	3659252	ZOËS KITCHEN
Registration Number:	2783558	ZOE'S KITCHEN

**CORRESPONDENCE DATA**

**Fax Number:** 6502515002  
*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:** 6502515000  
**Email:** jnull@stblaw.com  
**Correspondent Name:** Benjamin Hart  
**Address Line 1:** 2475 Hanover Street  
**Address Line 4:** Palo Alto, CALIFORNIA 94304

<b>ATTORNEY DOCKET NUMBER:</b>	509265/2399
<b>NAME OF SUBMITTER:</b>	J. Jason Mull
<b>SIGNATURE:</b>	/J. Jason Mull/
<b>DATE SIGNED:</b>	03/15/2022

**Total Attachments: 6**  
source=Tab 03 - CAVA - Intellectual Property Security Agreement [Executed]#page1.tif  
source=Tab 03 - CAVA - Intellectual Property Security Agreement [Executed]#page2.tif  
source=Tab 03 - CAVA - Intellectual Property Security Agreement [Executed]#page3.tif  
source=Tab 03 - CAVA - Intellectual Property Security Agreement [Executed]#page4.tif  
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source=Tab 03 - CAVA - Intellectual Property Security Agreement [Executed]#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 11, 2022 (this "Agreement"), by Cava Holding Company, a Delaware corporation, Zoe's Kitchen USA, LLC, a Delaware limited liability company, (each, a "Grantor") in favor of the Administrative Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of March 11, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of March 11, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Cava Group, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and JPMorgan Chase Bank, N.A., in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its permitted successors and assigns, the "Administrative Agent") and as an Issuing Bank and the Swingline Lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination or Release. In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. Governing Law. This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 6. 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 counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

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

CAVA HOLDING COMPANY  
ZOE'S KITCHEN USA, LLC

By: *Tricia Tolivar*

Name: Tricia Tolivar

Title: CFO

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 007660 FRAME: 0116

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NO.	TRADEMARK
CAVA HOLDING COMPANY	6364919	CAVA TABLE
CAVA HOLDING COMPANY	5497835	CAVA
CAVA HOLDING COMPANY	5885941	SPLENDIDGREENS
CAVA HOLDING COMPANY	5530776	FOOD IS A FORCE FOR GOOD
CAVA HOLDING COMPANY	5005112	EAT LIKE THERE'S A TOMORROW
CAVA HOLDING COMPANY	5272193	V
CAVA HOLDING COMPANY	5433797	V
CAVA HOLDING COMPANY	5286837	A CULTURE, NOT A CONCEPT
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ZOES KITCHEN USA, LLC <sup>1</sup>	4832563	LIVE MEDITERRANEAN
CAVA HOLDING COMPANY	4450335	CAVA MEZZE
ZOËS KITCHEN USA, LLC <sup>2</sup>	4401258	ZOES FRESH TAKE
CAVA HOLDING COMPANY	4059522	CAVA MEZZE GRILL
CAVA HOLDING COMPANY	4059523	CAVA MEZZE GRILL
CAVA HOLDING COMPANY	4037532	CAVA
CAVA HOLDING COMPANY	4037533	CAVA
CAVA HOLDING COMPANY	3938145	CRAZY FETA
ZOE'S KITCHEN USA, LLC	4071674	SIMPLE. TASTY. FRESH!
ZOËS KITCHEN USA, LLC <sup>3</sup>	3659252	ZOËS KITCHEN
ZOË'S KITCHEN USA, LLC	2783558	ZOE'S KITCHEN

TRADEMARK APPLICATIONS

None.

<sup>1</sup> The legal name of this entity is Zoe's Kitchen USA, LLC

<sup>2</sup> The legal name of this entity is Zoe's Kitchen USA, LLC

<sup>3</sup> The legal name of this entity is Zoe's Kitchen USA, LLC

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

Schedule III