

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719378

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Starr Restaurant Organization, LP		04/06/2022	Limited Partnership: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company, as Administrative Agent		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	90519837	BARCLAY PRIME	
Serial Number:	90629773	BREAD ALLEY	
Serial Number:	90519847	BREAD SULLIVAN	
Serial Number:	90519838	CHEZ FREAK	
Serial Number:	90519843	CHEZ FREEK	
Serial Number:	88939253	GOVERNMENT CHEESE	
Serial Number:	90887860	LE CONVERSATION	
Serial Number:	87423991	LOVE BURGER	
Serial Number:	90764217	PIZZA CHIC	
Serial Number:	85550672	SCAMOOTZ	
Serial Number:	87687305	SCAMUTZ	
Serial Number:	90887850	SCAMUTZ	
Serial Number:	90536100	THE BURGER THAT ATE LOS ANGELES	
Serial Number:	90536090	THE BURGER THAT ATE NEW YORK	
Serial Number:	90536096	THE BURGER THAT ATE MIAMI	
Serial Number:	90519852	THE BURGER THAT ATE PHILADELPHIA	
CORRESPONDENCE DATA			
Fax Number:	6127661600		

OP \$415.00 90519837

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: 6127666911
Email: susan.carlson@faegredrinker.com
Correspondent Name: Susan Carlson, Faegre Drinker Biddle
Address Line 1: 90 S 7th St Ste 2200
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	04/06/2022

Total Attachments: 4

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UNITED STATES TRADEMARK SECURITY AGREEMENT

This UNITED STATES TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of April 6, 2022 is made by and among Manufacturers and Traders Trust Company, in its capacity as Administrative Agent (together with its successors and assigns, in such capacity, the “**Agent**”), and Starr Restaurant Organization, LP, a Pennsylvania limited partnership (together with its successors and permitted assigns, the “**Grantor**”).

WHEREAS, this Agreement will be filed with the United States Patent and Trademark Office to among other things indicate that Agent is collateral assignee with respect to the Trademarks (as defined herein) listed on Schedule A hereto;

WHEREAS, Grantor is the owner of those certain trademarks, including the applications and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the trademarks and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof, set forth on Schedule A hereto (collectively, the “**Trademarks**”); and

WHEREAS, the Grantor and the Agent executed a Security Agreement dated as of December 9, 2019 (as amended, restated, modified or supplemented from time to time, the “**Security Agreement**”), pursuant to which the Grantor, among others, granted and agreed to grant to Agent, for itself and on behalf of certain other Secured Parties (as defined in the Security Agreement), a security interest in certain of its assets to secure obligations owing to the Agent and certain other Secured Parties;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges and grants (and confirms and ratifies all other pledges and grants heretofore made to the Agent) to the Agent a security interest and lien in and to the Trademarks, subject to the terms and conditions of the Security Agreement, excluding any “intent-to-use” trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (“ITU Applications”), to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such ITU Applications under applicable federal law (it being understood that after such period such ITU Applications shall be automatically subject to the security interest granted herein).

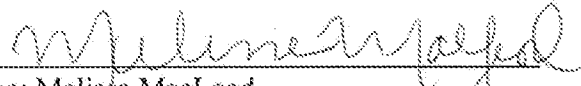
[Signature Page to Follow]

Executed as of the date first above written.

GRANTOR:

STARR RESTAURANT ORGANIZATION, LP

By: Starr Restaurant Organization GP, LLC, its general partner

By: 


Name: Melissa MacLeod

Title: Vice President and General Counsel

[Signature Page to United States Trademark Security Agreement]

AGENT:

**MANUFACTURERS AND TRADERS TRUST
COMPANY**, in its capacity as Agent

By: 
Name: MICHAEL POST
Title: VICE PRESIDENT

Schedule A
Trademarks

Country	Owner	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
US	Starr Restaurant Organization, LP	BARCLAY PRIME	90519837	2/9/2021	n/a	n/a
US	Starr Restaurant Organization, LP	BREAD ALLEY	90629773	4/7/2021	n/a	n/a
US	Starr Restaurant Organization, LP	BREAD SULLIVAN	90519847	2/9/2021	n/a	n/a
US	Starr Restaurant Organization, LP	CHEZ FREAK	90519838	2/9/2021	n/a	n/a
US	Starr Restaurant Organization, LP	CHEZ FREEK	90519843	2/9/2021	n/a	n/a
US	Starr Restaurant Organization, LP	GOVERNMENT CHEESE	88939253	5/29/2020	n/a	n/a
US	Starr Restaurant Organization, LP	LE CONVERSATION	90887860	8/17/2021	n/a	n/a
US	Starr Restaurant Organization, LP	LOVE BURGER	87423991	4/25/2017	n/a	n/a
US	Starr Restaurant Organization, LP	PIZZA CHIC	90764217	6/9/2021	n/a	n/a
US	Starr Restaurant Organization, LP	SCAMOOTZ	85550672	2/22/2019	n/a	n/a
US	Starr Restaurant Organization, LP	SCAMUTZ	87687305	11/16/2017	n/a	n/a
US	Starr Restaurant Organization, LP	SCAMUTZ	90887850	11/16/2017	n/a	n/a
US	Starr Restaurant Organization, LP	THE BURGER THAT ATE LOS ANGELES	90536100	2/19/2021	n/a	n/a
US	Starr Restaurant Organization, LP	THE BURGER THAT ATE MIAMI	90536090	2/19/2021	n/a	n/a
US	Starr Restaurant Organization, LP	THE BURGER THAT ATE NEW YORK	90536096	2/19/2021	n/a	n/a
US	Starr Restaurant Organization, LP	THE BURGER THAT ATE PHILADELPHIA	90519852	2/9/2021	n/a	n/a