

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724011

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EATSTREET, INC.		04/26/2022	Corporation: DELAWARE
HUNGERHUB, LLC		04/26/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SERENE INVESTMENT MANAGEMENT, LLC		
Street Address:	2625 Alcatraz Avenue; Suite 513		
City:	Berkeley		
State/Country:	CALIFORNIA		
Postal Code:	94705		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	90837816	CRISPY BOYS CHICKEN SHACK	
Serial Number:	97065929	EATSTREET	
Serial Number:	85820136	EATSTREET	
Serial Number:	90498195	MIDCOAST WINGS	
Serial Number:	78874549	PATRONPATH	
Serial Number:	90899664	SUNNY ONES	
Serial Number:	90498204	TACO ROYALE	
Serial Number:	90632304	WHOOPEXOCKER BURGER & BRAT CO.	
Serial Number:	97153268	BOXCAR BIRRIA TACOS	
Serial Number:	97153276	CLOVER GRAINS + GREENS	
Serial Number:	97261054	CROSS & OCHO	
Serial Number:	97097136	FORKFUL MARKET	
Serial Number:	90597141	HUNGERHUB	
Serial Number:	97153273	PAPA DI PARMA	
Serial Number:	97333334	SLACKJACK'S	
CORRESPONDENCE DATA			
Fax Number:	2124074900		

OP \$390.00 90837816

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: 212-407-4000
Email: trademarks@loeb.com
Correspondent Name: Peter Beardsley
Address Line 1: Loeb & Loeb LLP
Address Line 2: 345 Park Avenue
Address Line 4: New York, NEW YORK 10154

NAME OF SUBMITTER:	Peter Beardsley
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SIGNATURE:	/Peter Beardsley/
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DATE SIGNED:	04/26/2022
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Total Attachments: 8

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Trademark Security Agreement

Trademark Security Agreement, dated as of April 26, 2022, by EATSTREET, INC., a Delaware corporation (“EatStreet”) and HUNGERHUB, LLC, a Delaware limited liability company (“HungerHub”, and together with EatStreet, each a “Grantor” and collectively, the “Grantors”), in favor of SERENE INVESTMENT MANAGEMENT, LLC (“Lender”).

WITNESSETH:

WHEREAS, the Grantors are party to a Loan and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), by and between Lender and the Grantors pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement, the Grantors hereby agree with Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following collateral of such Grantor (*provided* that the Trademarks shall not include any trademark application that would be deemed invalidated, cancelled or abandoned due to the security interest granted hereunder, including without limitation all United States trademark applications that are based on an intent to use, unless and until such time that the security interest will not cause the invalidation, cancellation or abandonment of such trademark application):

- (a) Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (the collateral described in clauses (a) and (b) hereto, the “**Trademark Collateral**”).

SECTION 3. The Trademark Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control unless Lender shall otherwise determine.

SECTION 4. Termination. Upon all of the Obligations having been paid in full, and the termination of the security interest granted in accordance with Section 4.1 of the Loan Agreement, this Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor’s obligations and any lien arising therefrom shall be automatically released. Lender, at the expense of Grantors, shall promptly execute, acknowledge, and deliver to the Grantors within a reasonable time an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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

GRANTORS:

EATSTREET, INC., a Delaware corporation

By: 

Name: Matt Howard

Title: CEO

HUNGERHUB, LLC, a Delaware limited liability
Company

By: 

Name: Ian Lavey

Title: Manager

LENDER:

SERENE INVESTMENT MANAGEMENT, LLC

By: _____

Name: Adam Phillips

Title: Manager

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SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK

RECORDED: 04/26/2022

REEL: 007703 FRAME: 0088