

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Razzoo's, Inc.		05/19/2022	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	First Horizon Bank		
Street Address:	165 Madison Avenue		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38103		
Entity Type:	Chartered Bank: TENNESSEE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	1887633	RAZZOO'S CAJUN CAFE FEATURING ANYTHING T	
Registration Number:	1887634	RAZZOO'S	
Registration Number:	2346561	RAZZOO'S	
Registration Number:	2340099	RAZZOO'S	
Registration Number:	2340100	RAZZOO'S	
Registration Number:	2344655	RAZZOO'S CAJUN CAFE	
Serial Number:	90785000	MARDI RITA	
Serial Number:	90784957	FIRE MOUTH	
Serial Number:	90785031	SINGLE GATOR PUNCH	
Serial Number:	90784933	RAT TOES	
Serial Number:	90784962	FIREMOUTH WINGS	
Serial Number:	90784979	FISH AH YEE!	
Serial Number:	90784991	HURRYCANE HELL	
Serial Number:	90785013	ZYDECO DANCER	
Serial Number:	90785020	WATERMELON CRAWLER	
Serial Number:	90785023	CRESCENT CITY MUD SUNDAE	
Serial Number:	90785032	HURRYCANE ROCKS	
Serial Number:	90785026	NOLA TEA	
Serial Number:	97384954	BLOODY VODOO MARIE	

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Property Type	Number	Word Mark
Serial Number:	97384976	MAGNOLIA SUNRISE TEA
Serial Number:	97384989	SECOND LINE SOUR MARTINI
Serial Number:	97385007	THE GATOR PUNCH
Serial Number:	97385023	THE WORM BURNER

CORRESPONDENCE DATA

Fax Number: 6023826070

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: 602-382-6000

Email: sschahn@swlaw.com

Correspondent Name: Snell & Wilmer L.L.P.

Address Line 1: 400 E. Van Buren St.

Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	71982.00116
NAME OF SUBMITTER:	Scott A. Schahn
SIGNATURE:	/Scott A. Schahn/
DATE SIGNED:	05/20/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 19, 2022 (this “Agreement”), among each of the signatories hereto (collectively, the “Grantors”) and FIRST HORIZON BANK, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of May 19, 2022 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among RAZZOO’S, INC., a Texas corporation, and RAZZOO’S HOLDINGS, INC., a Texas corporation (collectively, “Borrower”), the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent and (b) the Collateral Agreement dated as of May 19, 2022 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Borrower, the other grantors from time to time party thereto, and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. 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 Credit Agreement, as applicable. The rules of construction specified in Section 1.1 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 Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, 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 the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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.

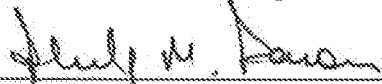
4. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors 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.

RAZZOO'S, INC., a Texas corporation

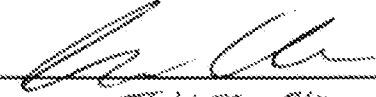
By: 
Philip Parsons, President and Secretary

Signature Page to Trademark Security Agreement

4884-3893-5327

TRADEMARK
REEL: 007728 FRAME: 0528

FIRST HORIZON BANK, as Administrative Agent

By: 
Name: JAMES C. [unclear]
Title: VICE PRESIDENT

Signature Page to Trademark Security Agreement

4884-3893-5327

TRADEMARK
REEL: 007728 FRAME: 0529

TRADEMARK COLLATERAL

Trademark	Serial No./ Filing Date	Reg. No. / Reg. Date	Owner	Status
	74513057 04/15/1994	1887633 04/04/1995	Razzoo's, Inc.	Registered
RAZZOO'S	74513058 04/15/1994	1887634 04/04/1995	Razzoo's, Inc.	Registered
	75538836 08/19/1998	2346561 05/02/2000	Razzoo's, Inc.	Registered
RAZZOO'S	75538839 08/19/1998	2340099 04/11/2000	Razzoo's, Inc.	Registered
	75538840 08/19/1998	2340100 04/11/2000	Razzoo's, Inc.	Registered
	75538841 08/19/1998	2344655 04/25/2000	Razzoo's, Inc.	Registered
MARDI RITA	90785000 06/21/2021	None	Razzoo's, Inc.	Pending
FIRE MOUTH	90784957 06/21/2021	None	Razzoo's, Inc.	Pending
SINGLE GATOR PUNCH	90785031 06/21/2021	None	Razzoo's, Inc.	Pending
RAT TOES	90784933 06/21/2021	None	Razzoo's, Inc.	Pending

Trademark	Serial No./ Filing Date	Reg. No. / Reg. Date	Owner	Status
FIREMOUTH WINGS	90784962 06/21/2021	None	Razzoo's, Inc.	Pending
FISH AH YEE!	90784979 06/21/2021	None	Razzoo's, Inc.	Pending
HURRYCANE HELL	90784991 06/21/2021	None	Razzoo's, Inc.	Pending
ZYDECO DANCER	90785013 06/21/2021	None	Razzoo's, Inc.	Pending
WATERMELON CRAWLER	90785020 06/21/2021	None	Razzoo's, Inc.	Pending
CRESCENT CITY MUD SUNDAE	90785023 06/21/2021	None	Razzoo's, Inc.	Pending
HURRYCANE ROCKS	90785032 06/21/2021	None	Razzoo's, Inc.	Pending
NOLA TEA	90785026 06/21/2021	None	Razzoo's, Inc.	Pending
BLOODY VODOO MARIE	97/384954 4/27/2022	None	Razzoo's, Inc.	Pending
MAGNOLIA SUNRISE TEA	97/384976 4/27/2022	None	Razzoo's, Inc.	Pending
SECOND LINE SOUR MARTINI	97/384989 4/27/2022	None	Razzoo's, Inc.	Pending
THE GATOR PUNCH	97/385007 4/27/2022	None	Razzoo's, Inc.	Pending
THE WORM BURNER	97/385023 4/27/2022	None	Razzoo's, Inc.	Pending