

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM731656

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HungerRush, LLC		06/01/2022	Limited Liability Company: DELAWARE
Revention, LLC		06/01/2022	Limited Liability Company: DELAWARE
Menufy.com LLC		06/01/2022	Limited Liability Company: KANSAS
ORDR INC.		06/01/2022	Corporation: MICHIGAN

## RECEIVING PARTY DATA

<b>Name:</b>	Senior Credit Fund (UCR) LLC, as Collateral Agent
<b>Street Address:</b>	2001 Ross Ave.
<b>Internal Address:</b>	Suite 2800
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	6318394	HUNGERRUSH
<b>Registration Number:</b>	6598559	H
<b>Registration Number:</b>	5213652	MENUFY
<b>Registration Number:</b>	4648123	REVENTION
<b>Serial Number:</b>	90818478	9FOLD
<b>Serial Number:</b>	90818492	9FOLD
<b>Serial Number:</b>	90818508	FULLRAIL
<b>Serial Number:</b>	90818519	FULLRAIL RESTAURANT MARKETING ON AUTO; P
<b>Serial Number:</b>	90287821	ORDR

## CORRESPONDENCE DATA

Fax Number:

*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.*

TRADEMARK

**Phone:** 3127646944  
**Email:** TMaloney@KSLaw.com  
**Correspondent Name:** Timothy Maloney  
**Address Line 1:** 110 North Wacker Drive, Suite 3800  
**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** C/M#: 14868.515131

**NAME OF SUBMITTER:** Timothy Maloney

**SIGNATURE:** /Timothy Maloney/

**DATE SIGNED:** 06/01/2022

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 1, 2022 (this "*Agreement*"), is entered into by and among **HUNGERRUSH, LLC**, a Delaware limited liability company ("*HungerRush*"), **REVENTION, LLC**, a Delaware limited liability company ("*Revention*"), **MENUFY.COM LLC**, a Kansas limited liability company ("*Menufy.com*"), **ORDR INC.**, a Michigan corporation ("*ORDR*" each a "*Grantor*" and collectively, the "*Grantors*"), and **SENIOR CREDIT FUND (UCR) LLC**, as Collateral Agent for the Secured Parties.

### RECITALS:

**WHEREAS**, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement), by and among the Grantors, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and Senior Credit Fund (UCR) LLC, as Administrative Agent and Collateral Agent;

**WHEREAS**, reference is hereby made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), by and among the Grantors, the other Credit Parties party thereto from time to time and Collateral Agent;

**WHEREAS**, in accordance with the provisions of the Pledge and Security Agreement, the Grantors now desire to grant a security interest in and to certain Intellectual Property (as defined in the Pledge and Security Agreement), including, without limitation, the Trademark Collateral (as defined below) of each Grantor included as Collateral under the Pledge and Security Agreement; and

**WHEREAS**, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, each Grantor hereby agrees with Collateral Agent as follows:

**1. Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete payment or performance of the Secured Obligations (as defined in the Pledge and Security Agreement), each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in and a continuing lien on all of the Grantors right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"): (a) all of its Trademarks, including those registrations listed on Schedule 1 hereto; (b) all extensions or renewals thereof; (c) all of the goodwill of the business connected with the use thereof, and symbolized thereby;

(d) all rights to sue for past, present and future infringements or dilutions thereof or for any injury to goodwill; and (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

**2. Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests and continuing liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest and continuing lien on the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**3. Authorization to Supplement.** Each Grantor hereby authorizes Collateral Agent to amend Schedule 1 hereto to include reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by each Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which the Grantors no longer have or claim any right, title or interest.

**4. General Provisions.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

"GRANTORS"

HUNGERRUSH, LLC  
MENUFY.COM LLC  
REVENTION, LLC  
ORDR INC.

By:  .....

Name: Venkata Santhanaraman

Title: Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED:**

**SENIOR CREDIT FUND (UCR) LLC,**  
as Collateral Agent

By:   
\_\_\_\_\_

Name: David Yu

Title: Managing Director

**SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
HungerRush, LLC	HUNGERRUSH	6,318,394	04/13/2021
HungerRush, LLC	H	6,598,559	12/21/2021
Menufy.com LLC	MENUFY	5,213,652	05/30/2017
Revention, LLC	REVENTION	4,648,123	12/02/2014

**TRADEMARK APPLICATIONS**

<b>Grantor</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>
HungerRush, LLC	9FOLD	90/818,478	07/08/2021
HungerRush, LLC	9FOLD	90/818,492	07/08/2021
HungerRush, LLC	FULLRAIL	90/818,508	07/08/2021
HungerRush, LLC	FULLRAIL RESTAURANT MARKETING ON AUTOPILOT	90/818,519	07/08/2021
ORDR, Inc.	ORDR	90/287,821	10/29/2020