

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FOODA, INC.		12/13/2019	Corporation: DELAWARE
11 DINING, LLC		12/13/2019	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street		
Internal Address:	Attn: Legal Department		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88313586	FOODA	
Serial Number:	88313588	FOODA	
CORRESPONDENCE DATA			
Fax Number:	6167423999		
<i>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.</i>			
Phone:	6167423945		
Email:	hkooy@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	655 West Broadway		
Address Line 2:	Hillary Kooy		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	75123.43		
NAME OF SUBMITTER:	Hillary Kooy		
SIGNATURE:	/Hillary Kooy/		
DATE SIGNED:	06/10/2022		
Total Attachments: 8			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of December 13, 2019 (the “**Agreement**”) between **WESTERN ALLIANCE BANK**, an Arizona corporation (“**Bank**”), and **11 DINING, LLC**, an Illinois limited liability company (“**Subsidiary**”), **FOODA, INC.**, a Delaware corporation (“**Fooda**” or, together with Subsidiary, each individually a “**Grantor**” and collectively, jointly and severally, “**Grantors**”) is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the “**Loan Agreement**”), between Bank and Grantors. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantors hereby covenant and agree as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the “**Intellectual Property Collateral**”):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the “**Copyrights**”), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the “**Trademarks**”), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the “**Mask Works**”);

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.


The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

FOODA, INC

By 
Orazio Buzza, President and Chief Executive Officer

H DINING, LLC

By _____
Alex Groesbeck, President

Address for Notices:
225 W Randolph St., Suite 1700
Chicago, IL 60606

ADMINISTRATIVE AGENT:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____
Name: _____
Title: _____

Address for Notices:
One East Washington Street, Suite 1400
Phoenix, AZ 85004
Attn: Legal Department

with a copy to:

Barnes & Thornburg LLP
655 W. Broadway, Suite 900
San Diego, CA 92101
Attn: Troy Zander

IN WITNESS WHEREOF, the parties have executed this Agreement as

By: _____
Grazio Buzza, President and Chief Executive
Officer

11 DINING, LLC
By: _____
Alex Grossbeck, President

Address for Notices:
225 W Randolph St., Suite 1700
Chicago, IL 60606
ADMINISTRATIVE AGENT:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____
Name: _____
Title: _____

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San Diego, CA 92101
Attn: Troy Zander

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 007748 FRAME: 0377

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

FOODA, INC.

By _____
Orazio Buzzza, Chief Executive Officer

11 DINING, LLC

By _____
Alex Groesbeck, Manager

Address for Notices:
225 W Randolph St., Suite 1700
Chicago, IL 60606

ADMINISTRATIVE AGENT:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____
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San Diego, CA 92101
Attn: Troy Zander

Exhibit A

Copyrights

Please Check if No Copyrights Exist

Exhibit B

Trademarks

Please Check if No Trademarks Exist


Mark	Application No.	Registration No.	Status	Owner Information
FOODA	88313588	5845092	Registered August 27, 2019 Int'l Class: 09 First Use: June 1, 2011 Int'l Class: 35,43 First Use: January 1, 2011 Filed: February 24, 2019	Fooda, Inc. (Illinois Corp.) 225 W Randolph St Suite #1700 Chicago Illinois 60606
FOODA and Design 	88313586		Allowed - Intent to Use Notice of Allowance Issued August 6, 2019 Int'l Class: 35,43 First Use: January 1, 2011 Filed: February 24, 2019	Fooda, Inc. (Illinois Corp.) 225 W Randolph St Suite #1700 Chicago Illinois 60606

Exhibit C

Patents

Please Check if No Patents Exist