

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Specialty Restaurants Corporation		06/17/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UMPQUA BANK		
Street Address:	4040 MacArthur Blvd Suite 100		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4948949	WHISKEY JOE'S	
Registration Number:	4948950	WHISKEY JOE'S BAR & GRILL	
Registration Number:	4802314	WHISKEY JOE'S BAR & GRILL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@mcguirewoods.com		
Correspondent Name:	Janet P. Peyton		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Fredericka J. Sowers		
SIGNATURE:	/Fredericka J. Sowers/		
DATE SIGNED:	06/18/2022		
Total Attachments: 4			
source=Umpqua_Specialty IP Memo (6_17_22)#page1.tif			
source=Umpqua_Specialty IP Memo (6_17_22)#page2.tif			
source=Umpqua_Specialty IP Memo (6_17_22)#page3.tif			
source=Umpqua_Specialty IP Memo (6_17_22)#page4.tif			

OP \$90.00 4948949

**MEMORANDUM AND NOTICE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

Dated as of: June 17, 2022

The undersigned ("Debtor") hereby acknowledges that it has granted to Umpqua Bank ("Lender"), whose address is 4040 MacArthur Blvd Suite 100, Newport Beach, CA 92660, a security interest in and to all of Debtor's right, title and interest in and to the trademarks which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by Debtor (the "Trademarks"), together with the goodwill and assets of the business, as set forth in the Security Agreement (as defined below).

The terms and conditions of the aforementioned security interest are contained in that certain Security Agreement dated as of the date hereof between Debtor and Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Lender may have in any other collateral described in the Security Agreement or otherwise. Capitalized terms that are undefined herein have the meanings ascribed thereto in the Security Agreement.

The parties hereby agree that this Memorandum and Notice of Security Interest in Intellectual Property shall be governed by the laws of the State of California, but giving effect to federal laws applicable to national banks, without reference to the conflicts of law or choice of law principles thereof.

Debtor hereby authorizes the filing of this Memorandum and Notice of Security Interest in Intellectual Property with the United States Patent and Trademark Office.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.


DEBTOR:

SPECIALTY RESTAURANTS CORPORATION

By: 
Name: John Tallichet
Title: President and Manager

LENDER:

UMPQUA BANK

By:  _____

Name: Eugene de la Cruz

Title: SVP, Senior Corporate Relationship Manager

MEMORANDUM AND NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
(SPECIALTY RESTAURANTS)
SIGNATURE PAGE

TRADEMARK
REEL: 007756 FRAME: 0843

EXHIBIT A

TRADEMARKS

Trademark	Serial Number	Filing Date	Registration Number	Registration Date
WHISKEY JOE'S (design)	86374641	08/22/2014	4948949	05/03/2016
WHISKEY JOE'S BAR & GRILL (design)	86374664	08/22/2014	4948950	05/03/2016
WHISKEY JOE'S BAR & GRILL	86350273	07/28/2014	4802314	09/01/2015