

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enjoy Technology, Inc.		06/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Asurion, LLC		
Street Address:	140 11th Ave N.		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87509685	UP&RUNNING	
Serial Number:	87362187	THE SMART LAST MILE	
Serial Number:	86545474	ENJOY EXPERT	
Serial Number:	86545462	ENJOY EXPERT	
Serial Number:	86545468	ENJOY EXPERT	
Serial Number:	86193406	ENJOY	
Serial Number:	86193360	ENJOY	
Serial Number:	86545465	ENJOY EXPERT	
CORRESPONDENCE DATA			
Fax Number:	6157426293		
<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:	6152596126		
Email:	trademarks@bassberry.com		
Correspondent Name:	Marian Moore		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	112109.0840		
NAME OF SUBMITTER:	Marian Moore		

CH \$215.00 87509685

SIGNATURE:	/Marian Moore/
DATE SIGNED:	06/29/2022
Total Attachments: 4 source=Asurion - Enjoy - TMSA#page1.tif source=Asurion - Enjoy - TMSA#page2.tif source=Asurion - Enjoy - TMSA#page3.tif source=Asurion - Enjoy - TMSA#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 29, 2022, (this “**Agreement**”), between Enjoy Technology, Inc., a Delaware corporation (the “**Grantor**”) and Asurion, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the “**Lender**”).

Reference is made to that certain Senior Secured Credit, Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Credit Agreement**”), among the Grantor, the Borrowers party thereto, the Guarantors party thereto and the Lender, pursuant to which the Lender has extended credit to the Borrowers subject to the terms and conditions set forth therein. Consistent with the requirements set forth in the Credit Agreement, the parties hereto agree as follows:

SECTION 1. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement.

SECTION 2. As security for the prompt and complete payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Credit Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Lender, its successors and assigns, a continuing security interest in all of its right, title or interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all trademarks, including those trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the foregoing;
- C. the right to sue third parties for past, present and future infringements, dilutions or violations of the foregoing; and
- D. all proceeds of and any right associated with the foregoing;

provided that Trademark Collateral shall not include any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed.

SECTION 3. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Credit 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 Credit Agreement, the terms of the Credit Agreement shall govern.

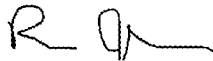
SECTION 4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

SECTION 5. All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Documents to be kept and performed by Borrowers and the other Loan Parties are by this reference hereby made part of this Agreement to the same extent and with the same force and effect as if they were fully set forth in this Agreement, and the Grantor covenants and agrees to keep and perform the same, or cause the same to be kept and performed, in accordance with their terms..

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ENJOY TECHNOLOGY, INC.
as a Grantor

By: 
Name: **Ron Johnson**
Title: **CEO**

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007766 FRAME: 0150

ASURION, LLC

By: _____

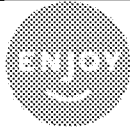
Name: John Storey
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007766 FRAME: 0151

SCHEDULE I

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Serial No.	Application Date	Owner
UP&RUNNING	87509685	6/28/2017	Enjoy Technology, Inc.
THE SMART LAST MILE	87362187	3/07/2017	Enjoy Technology, Inc.
ENJOY EXPERT	86545474	2/25/2015	Enjoy Technology, Inc.
ENJOY EXPERT	86545462	2/25/2015	Enjoy Technology, Inc.
ENJOY EXPERT	86545468	2/25/2015	Enjoy Technology, Inc.
 Design plus words, letters	86193406	2/13/2014	Enjoy Technology, Inc.
ENJOY	86193360	2/13/2014	Enjoy Technology, Inc.
ENJOY EXPERT	86545465	2/25/2015	Enjoy Technology, Inc.

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