

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754520

| | | | |
|-----------------------------------|---------------------------|---------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OTB Acquisition LLC | | 09/09/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CrossFirst Bank | | |
| Street Address: | 11440 Tomahawk Creek Pkwy | | |
| City: | Leawood | | |
| State/Country: | KANSAS | | |
| Postal Code: | 66211 | | |
| Entity Type: | Chartered Bank: KANSAS | | |
| PROPERTY NUMBERS Total: 26 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3362356 | BORDER SMART | |
| Registration Number: | 6031263 | BORDER STYLE MEX | |
| Registration Number: | 1935079 | BORDERITA | |
| Registration Number: | 5354801 | CINCO LIKE YOU MEAN IT | |
| Registration Number: | 4417407 | CLUB CANTINA | |
| Registration Number: | 3578852 | ENDLESS ENCHILADAS | |
| Registration Number: | 4517609 | ENDLESS TACOS | |
| Registration Number: | 3181007 | FAJITA GRILL | |
| Registration Number: | 2940021 | GUACAMOLE LIVE! | |
| Registration Number: | 5580675 | LIME LIFE | |
| Registration Number: | 1271174 | ON THE BORDER | |
| Registration Number: | 6019040 | ON THE BORDER | |
| Registration Number: | 1954702 | ON THE BORDER MEXICAN CAFE | |
| Registration Number: | 1954703 | ON THE BORDER MEXICAN CAFE | |
| Registration Number: | 2506151 | ON THE BORDER MEXICAN GRILL & CANTINA | |
| Registration Number: | 2482291 | ON THE BORDER MEXICAN GRILL & CANTINA | |
| Registration Number: | 4687934 | ON THE BORDER MEXICAN GRILL & CANTINA | |
| Registration Number: | 2878246 | ON THE BORDER MEXICAN GRILL & CANTINA | |
| Registration Number: | 2027131 | ORIGINAL MELTDOWN | |

CH \$665.00 3362356

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------|
| Registration Number: | 3381522 | OTB MELTDOWN |
| Registration Number: | 1958891 | OTB ORIGINAL |
| Registration Number: | 2820041 | THE BIG BORDURRITO |
| Registration Number: | 2240856 | THE ULTIMATE FAJITA |
| Registration Number: | 5050316 | GUACTINI |
| Registration Number: | 5437801 | ANY EXCUSE TO FIESTA |
| Serial Number: | 90626179 | ON THE BORDER |

CORRESPONDENCE DATA

Fax Number: 4043659532

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: 4042337000

Email: mmccaskill@mmmlaw.com

Correspondent Name: Montrell McCaskill

Address Line 1: 1600 Atlanta Financial Center

Address Line 2: 3343 Peachtree Road, N.E.

Address Line 4: Atlanta, GEORGIA 30326

| | |
|--------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 39244-151738 |
| NAME OF SUBMITTER: | Montrell McCaskill |
| SIGNATURE: | /Montrell McCaskill/ |
| DATE SIGNED: | 09/09/2022 |

Total Attachments: 7

source=Trademark Security Agreement_OTB#page1.tif
source=Trademark Security Agreement_OTB#page2.tif
source=Trademark Security Agreement_OTB#page3.tif
source=Trademark Security Agreement_OTB#page4.tif
source=Trademark Security Agreement_OTB#page5.tif
source=Trademark Security Agreement_OTB#page6.tif
source=Trademark Security Agreement_OTB#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 9, 2022, is made by OTB ACQUISITION LLC, a Delaware limited liability company (the “Grantor”), in favor of CROSSFIRST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as Borrower, OTB Holding LLC (“Holdings”), the Lenders from time to time party thereto, the L/C Issuer and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to a Security Agreement dated as of the date hereof in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantor has granted a Lien on all of its assets to the Administrative Agent for the benefit of the Secured Parties to secure the Obligations.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make the extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

(e) all IP Ancillary Rights.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to principles of conflicts of laws, other than New York General Obligations Law 5-1401 and 5-1402.

[SIGNATURE PAGES FOLLOW]

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

OTB ACQUISITION LLC, a Delaware limited liability company

By: Keith Davis
Name: Keith Davis
Title: Secretary and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007843 FRAME: 0625

ACCEPTED AND AGREED

as of the date first above written:

CROSSFIRST BANK, as Administrative
Agent

By: 

Name: Bobby R. Oliver, Jr.

Title: Executive Director

[Signature Page to Trademark Security Agreement]





TRADEMARK
REEL: 007843 FRAME: 0626

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| MARK | SERIAL NO. | FILING DATE | REG. NO. | REG. DATE |
|---|------------|-------------|----------|-------------|
| BORDER SMART | 78802307 | 30-Jan-2006 | 3362356 | 01-Jan-2008 |
| BORDER STYLE MEX | 88595655 | 28-Aug-2019 | 6031263 | 07-Apr-2020 |
| BORDERITA | 74564069 | 22-Aug-1994 | 1935079 | 14-Nov-1995 |
| CINCO LIKE YOU MEAN IT | 87449615 | 15-May-2017 | 5354801 | 12-Dec-2017 |
| CLUB CANTINA | 85811095 | 27-Dec-2012 | 4417407 | 15-Oct-2013 |
| ENDLESS ENCHILADAS | 77372155 | 15-Jan-2008 | 3578852 | 24-Feb-2009 |
| ENDLESS TACOS | 86040536 | 16-Aug-2013 | 4517609 | 22-Apr-2014 |
| FAJITA GRILL & Design  | 78841586 | 20-Mar-2006 | 3181007 | 05-Dec-2006 |
| GUACAMOLE LIVE! | 78386304 | 17-Mar-2004 | 2940021 | 12-Apr-2005 |
| LIME LIFE & Design  | 87827736 | 09-Mar-2018 | 5580675 | 09-Oct-2018 |
| ON THE BORDER | 73402761 | 15-Nov-1982 | 1271174 | 20-Mar-1984 |
| ON THE BORDER & Design  | 88667754 | 24-Oct-2019 | 6019040 | 24-Mar-2020 |
| ON THE BORDER MEXICAN CAFE | 74628278 | 01-Feb-1995 | 1954702 | 06-Feb-1996 |

| | | | | |
|---|----------|-------------|---------|-----------------|
| ON THE BORDER MEXICAN CAFE & Design  | 74628279 | 01-Feb-1995 | 1954703 | 06-Feb-1996 |
| ON THE BORDER MEXICAN GRILL & CANTINA | 76108094 | 08-Aug-2000 | 2506151 | 13-Nov- 2001 |
| ON THE BORDER MEXICAN GRILL & CANTINA & Design  | 76112165 | 18-Aug-2000 | 2482291 | 28-Aug- 2001 |
| ON THE BORDER MEXICAN GRILL & CANTINA & Design  | 86314797 | 19-Jun-2014 | 4687934 | 17-Feb-2015 |
| ON THE BORDER MEXICAN GRILL & CANTINA & Design  | 76314282 | 19-Sep-2001 | 2878246 | 31-Aug- 2004 |
| ORIGINAL MELTDOWN | 75054890 | 08-Feb-1996 | 2027131 | 31-Dec-1996 |
| OTB MELTDOWN | 77215970 | 26-Jun-2007 | 3381522 | 12-Feb-2008 |
| OTB ORIGINAL | 74660755 | 14-Apr-1995 | 1958891 | 27-Feb-1996 |
| THE BIG BORDURRITO | 78247715 | 09-May-2003 | 2820041 | 02-Mar-2004 |
| THE ULTIMATE FAJITA | 75500605 | 11-Jun-1998 | 2240856 | 20-Apr-1999 |
| GUACTINI | 86417695 | 08-Oct-2014 | 5050316 | 27-Sep-2016 |

| | | | | |
|-------------------------|----------|--------------|---------|-------------------|
| ANY EXCUSE TO FIESTA | 87596348 | 05-Sept-2017 | 5437801 | 03-April- 2018 |
|-------------------------|----------|--------------|---------|-------------------|

2. TRADEMARK APPLICATIONS

| MARK | SERIAL NO. | FILING DATE |
|---------------|------------|-------------|
| ON THE BORDER | 90626179 | 06-Apr-2021 |

3. IP LICENSES

None.