

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM754972

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shack Enterprises, LLC		11/16/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Horizon Bank		
<b>Street Address:</b>	165 Madison Avenue		
<b>City:</b>	Memphis		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	38103		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86717202	SHELL SHACK	
<b>Serial Number:</b>	86728678	SHELL SHACK	
<b>Serial Number:</b>	97036308	SHELL SHACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023826070		
<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>			
<b>Phone:</b>	602-382-6000		
<b>Email:</b>	sschahn@swlaw.com		
<b>Correspondent Name:</b>	Snell & Wilmer L.L.P.		
<b>Address Line 1:</b>	400 E. Van Buren St.		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2202		
<b>ATTORNEY DOCKET NUMBER:</b>	71982.00099		
<b>NAME OF SUBMITTER:</b>	Scott A. Schahn		
<b>SIGNATURE:</b>	/Scott A. Schahn/		
<b>DATE SIGNED:</b>	09/13/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of November 16, 2021 (this "Agreement"), is made by SHACK ENTERPRISES, LLC ("Grantor") in favor of FIRST HORIZON BANK, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of November 16, 2021 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SABRE SS LLC, a Delaware limited liability company ("Borrower"), the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, and (b) the Collateral Agreement dated as of November 16, 2021 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Borrower, the other grantors from time to time party thereto, and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Grantor is an Affiliate of Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.1 of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by Grantor (including all goodwill associated therewith), including those listed on Schedule I (the "Trademark Collateral").

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

SECTION 4. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate automatically and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

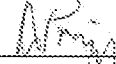
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

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

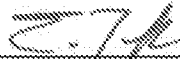
GRANTOR:

SHACK ENTERPRISES, LLC

By:   
Name: Anthony Freijy  
Title: President

ADMINISTRATIVE AGENT:

FIRST HORIZON BANK

By:   
Name: Erik Loft  
Title: Senior Vice President

Signature Page to Trademark Security Agreement

4836-9976-4730

**TRADEMARK**  
**REEL: 007845 FRAME: 0951**

Schedule I

TRADEMARK COLLATERAL

<b>Grantor</b>	<b>Description</b>	<b>Filing/Registration Information</b>
Shack Enterprises, LLC	A word mark for "SHELL SHACK"	Serial Number: 86717202 Filing Date: 08/06/2015
Shack Enterprises, LLC	The mark consists of Red crab, with red wingspan, gold trimmed with off-white background.	Serial Number: 86728678 Filing Date: 08/18/2015
Shack Enterprises, LLC	A word mark for "SHELL SHACK"	Serial Number: 97036308 Filing Date: 09/20/2021