

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JIM N NICKS MANAGEMENT, LLC		09/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUIST BANK, as Collateral Agent		
Street Address:	303 Peachtree St., N.E., 25th Fl.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5478964	NICK'S ORIGINAL BBQ	
Registration Number:	5478963	NICK'S ORIGINAL BBQ	
Registration Number:	4737598	JIM 'N NICK'S COMMUNITY BAR-B-Q	
Registration Number:	4737597	JIM 'N NICK'S COMMUNITY BAR-B-Q	
Registration Number:	4620499	JIM 'N NICK'S BAR-B-Q	
Registration Number:	2835969	JIM 'N NICK'S BAR-B-Q	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	046455.000104		
NAME OF SUBMITTER:	John Slaughter		

OP \$165.00 5478964

SIGNATURE:	/john slaughter/
DATE SIGNED:	09/22/2022
Total Attachments: 4 source=NGSI-T - Jim N Nicks Management, LLC to Truist Bank, as Collateral Agent#page1.tif source=NGSI-T - Jim N Nicks Management, LLC to Truist Bank, as Collateral Agent#page2.tif source=NGSI-T - Jim N Nicks Management, LLC to Truist Bank, as Collateral Agent#page3.tif source=NGSI-T - Jim N Nicks Management, LLC to Truist Bank, as Collateral Agent#page4.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 22, 2022 (this “*Notice*”), made by Jim N Nicks Management, LLC, a Delaware limited liability company (the “*Pledgor*”), in favor of TRUIST BANK, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of September 22, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among JNN HOLDINGS LLC, a limited liability company formed under the laws of Delaware (“*Holdings*”), JIM N NICKS MANAGEMENT, LLC, a limited liability company formed under the laws of Delaware (the “*Borrower*”), each Subsidiary of the Borrower from time to time party thereto and TRUIST BANK, as collateral agent for the Secured Parties referred to therein (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”).

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.1(b) of the Security Agreement also apply to this Notice.

Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the Trademark Collateral):

all Trademarks in the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover 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 and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior thereto would violate the Lanham Act or any other Excluded Property.

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

Counterparts. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

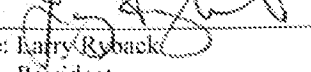
Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF,

SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE
STATE OF NEW YORK.

[Signature Pages Follow]

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

JIM N NICKS MANAGEMENT, LLC

By 
Name: Harry Ryback
Title: President

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[Signature Page to Notice of Grant of Security Interest in Trademarks]

Schedule I

Registered and Applied-For U.S. Trademarks

Mark	Reg. No.	Reg. Date
NICK'S ORIGINAL BBQ	5478964	05/29/2018
NICK'S ORIGINAL BBQ and Design	5478963	05/29/2018
JIM 'N NICK'S COMMUNITY BAR-B-Q and Design	4737598	05/19/2015
JIM 'N NICK'S COMMUNITY BAR-B-Q (Stylized)	4737597	05/19/2015
JIM 'N NICK'S BAR-B-Q	4620499	10/14/2014
JIM 'N NICK'S BAR-B-Q and Design	2835969	04/27/2004