

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM758934

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-------------------------------------|
| QDOBA RESTAURANT CORPORATION | | 10/03/2022 | Corporation: COLORADO |
| LEMONADE RESTAURANT GROUP, LLC | | 10/03/2022 | Limited Liability Company: DELAWARE |
| MODMARKET, LLC | | 10/03/2022 | Limited Liability Company: COLORADO |

RECEIVING PARTY DATA

| | |
|--------------------------|---------------------------|
| Name: | MIDCAP FINANCIAL TRUST |
| Street Address: | 7255 WOODMONT AVENUE |
| Internal Address: | SUITE 300 |
| City: | BETHESDA |
| State/Country: | MARYLAND |
| Postal Code: | 20814 |
| Entity Type: | STATUTORY TRUST: DELAWARE |

PROPERTY NUMBERS Total: 44

| Property Type | Number | Word Mark |
|-----------------------------|----------|---|
| Registration Number: | 6154219 | BIG FLAVORS. BOLD RETURNS. |
| Registration Number: | 6447460 | BOO-GO |
| Registration Number: | 4994684 | CHOOSE FLAVOR |
| Registration Number: | 4830983 | KNOCKOUT TACOS |
| Serial Number: | 90634782 | MAKING THE WORLD A MORE FLAVORFUL PLACE |
| Registration Number: | 2831477 | NAKED BURRITO |
| Registration Number: | 2462773 | QDOBA |
| Registration Number: | 4964072 | QDOBA |
| Serial Number: | 88131298 | Q-CASH |
| Registration Number: | 6667168 | Q-GO-BOX |
| Registration Number: | 4819478 | QDOBA MEXICAN EATS |
| Registration Number: | 4833275 | QDOBA MEXICAN EATS |
| Registration Number: | 2452146 | QDOBA MEXICAN GRILL |
| Registration Number: | 2574316 | QDOBA MEXICAN GRILL |

CH \$1115.00 6154219

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4227729 | QDOBA MEXICAN GRILL |
| Registration Number: | 5974017 | QDOBA STANDS FOR FLAVOR |
| Registration Number: | 5784766 | QTEXT |
| Registration Number: | 4344272 | QUESOFY |
| Registration Number: | 5571847 | UNITED BY FLAVOR |
| Registration Number: | 2876701 | |
| Registration Number: | 5699630 | |
| Registration Number: | 5674249 | LEMONADE |
| Registration Number: | 5674250 | LEMONADE |
| Registration Number: | 5877309 | LEMONADE STAND |
| Registration Number: | 5704474 | DRINK COLORFULLY |
| Registration Number: | 5450142 | FROZADE |
| Registration Number: | 5492720 | EAT COLORFULLY |
| Registration Number: | 5102254 | SEASONAL FOOD + REFRESHMENT |
| Registration Number: | 4986685 | |
| Registration Number: | 4981570 | |
| Registration Number: | 4529458 | LEMONADE |
| Registration Number: | 4409822 | LEMONADE |
| Registration Number: | 4166083 | LEMONADE |
| Registration Number: | 4177238 | SEASONAL SOUTHERN CALIFORNIA COMFORT FOO |
| Registration Number: | 6257993 | EAT WELL BE HAPPY |
| Registration Number: | 5957901 | |
| Registration Number: | 6092222 | MODERN MARKET EATERY |
| Registration Number: | 6092223 | MODERN MARKET EATERY |
| Registration Number: | 5926099 | MODERN MARKET EATERY |
| Registration Number: | 5205589 | MODERN MARKET |
| Registration Number: | 5205590 | MODERN MARKET FARM FRESH EATERY |
| Registration Number: | 4638711 | FARM FRESH EATERY |
| Registration Number: | 4638465 | |
| Registration Number: | 6345983 | |

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 617.526.9684

Email: ypan@proskauer.com

Correspondent Name: Yee-Chung Chen

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER: 11964.488

NAME OF SUBMITTER: Yee-Chung Chen

SIGNATURE: /Yee-Chung Chen/

DATE SIGNED: 10/03/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated October 3, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of MidCap Financial Trust (“MidCap”) as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, MRC Intermediate, Inc., a Delaware corporation (the “Borrower”), MRC Intermediate Guarantor, Inc., a Delaware corporation (“Holdings”), each Guarantor from time to time party thereto, MidCap, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”) and swing line lender, each Lender from time to time party thereto and the other parties thereto have entered into the Credit Agreement dated as of October 3, 2022 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property) (the “Collateral”):

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United

States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

QDOBA RESTAURANT CORPORATION,
as Initial Grantor

By: _____


Name: Keith Guilbault

Title: Chief Executive Officer, President and
Treasurer

LEMONADE RESTAURANT GROUP, LLC,
as Initial Grantor

By: _____

Name: Robert McColgan

Title: President

MODMARKET, LLC,
as Initial Grantor

By: _____

Name: Robert McColgan

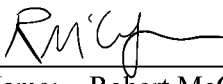
Title: President

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

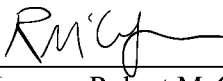
QDOBA RESTAURANT CORPORATION,
as Initial Grantor

By: _____
Name: Keith Guilbault
Title: Chief Executive Officer, President
and Treasurer

LEMONADE RESTAURANT GROUP, LLC,
as Initial Grantor

By:  _____
Name: Robert McColgan
Title: President


MODMARKET, LLC,
as Initial Grantor

By:  _____
Name: Robert McColgan
Title: President

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager





By: Apollo Capital Management GP, LLC,
its general partner



By: 




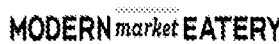


Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

| Registered owner/ Grantor | Mark | Registration No. or Appli- cation No. |
|------------------------------|--|--|
| QDOBA RESTAURANT CORPORATION | BIG FLAVORS. BOLD RETURNS. | 6,154,219 9/15/2020 |
| QDOBA RESTAURANT CORPORATION | BOO-GO | 6,447,460 8/10/2021 |
| QDOBA RESTAURANT CORPORATION | CHOOSE FLAVOR | 4,994,684 7/5/2016 |
| QDOBA RESTAURANT CORPORATION | KNOCKOUT TACOS | 4,830,983 10/13/2015 |
| QDOBA RESTAURANT CORPORATION | MAKING THE WORLD A MORE FLAVORFUL PLACE | 90634782 4/9/2021 |
| QDOBA RESTAURANT CORPORATION | NAKED BURRITO | 2,831,477 4/13/2004 |
| QDOBA RESTAURANT CORPORATION | QDOBA | 2,462,773 6/19/2001 |
| QDOBA RESTAURANT CORPORATION | QDOBA  | 4,964,072 5/24/2016 |
| QDOBA RESTAURANT CORPORATION | Q-CASH | 88131298 9/25/2018 |
| QDOBA RESTAURANT CORPORATION | Q-GO-BOX | 6,667,168 03/08/2022 |
| QDOBA RESTAURANT CORPORATION | QDOBA MEXICAN EATS | 4,819,478 9/22/2015 |
| QDOBA RESTAURANT CORPORATION | QDOBA MEXICAN EATS  | 4,833,275 10/13/2015 |
| QDOBA RESTAURANT CORPORATION | QDOBA MEXICAN GRILL | 2,452,146 5/15/2001 |
| QDOBA RESTAURANT CORPORATION | QDOBA MEXICAN GRILL  | 2,574,316 5/28/2002 |
| QDOBA RESTAURANT CORPORATION | QDOBA MEXICAN GRILL  | 4,227,729 10/16/2012 |
| QDOBA RESTAURANT CORPORATION | QDOBA STANDS FOR FLAVOR | 5,974,017 1/28/2020 |
| QDOBA RESTAURANT CORPORATION | QTEXT | 5,784,766 6/25/2019 |
| QDOBA RESTAURANT CORPORATION | QUESOFY | 4,344,272 5/28/2013 |

| Registered owner/ Grantor | Mark | Registration No. or Appli- cation No. |
|-----------------------------------|--|--|
| QDOBA RESTAURANT CORPORATION | UNITED BY FLAVOR | 5571847 9/25/2018 |
| QDOBA RESTAURANT CORPORATION |  | 2,876,701 8/24/2004 |
| LEMONADE RESTAURANT GROUP, LLC | Design Only  | 5699630 3/12/2019 |
| LEMONADE RESTAURANT GROUP, LLC | LEMONADE <i>lemonade</i> | 5674249 2/12/2019 |
| LEMONADE RESTAURANT GROUP, LLC | LEMONADE | 5674250 2/12/2019 |
| LEMONADE RESTAURANT GROUP, LLC | LE <i>lemonade</i> STAND <i>lemonade</i> <i>stand</i> | 5877309 10/8/2019 |
| LEMONADE RESTAURANT GROUP, LLC | DRINK COLORFULLY | 5704474 3/19/2019 |
| LEMONADE RESTAURANT GROUP, LLC | FROZADE | 5450142 4/17/2018 |
| LEMONADE RESTAURANT GROUP, LLC | EAT COLORFULLY | 5492720 6/12/2018 |
| LEMONADE RESTAURANT GROUP, LLC | SEASONAL FOOD + REFRESHMENT | 5102254 12/13/2016 |
| LEMONADE RESTAURANT GROUP, LLC | Design Only  | 4986685 6/28/2016 |
| LEMONADE RESTAURANT GROUP, LLC | Design Only  | 4981570 6/21/2016 |
| LEMONADE RESTAURANT GROUP, LLC | LEMONADE | 4529458 5/13/2014 |
| LEMONADE RESTAURANT GROUP, LLC | LEMONADE <i>lemonade</i> | 4409822 10/1/2013 |
| LEMONADE RESTAURANT GROUP, LLC | LEMONADE | 4166083 6/26/2012 |
| LEMONADE RESTAURANT GROUP, LLC | SEASONAL SOUTHERN CALIFORNIA COMFORT FOOD | 4177238 7/17/2012 |
| MODMARKET, LLC | EAT WELL BE HAPPY | 6257993 1/26/2021 |

| Registered owner/ Grantor | Mark | Registration No. or Appli- cation No. |
|-----------------------------------|---|--|
| MODMARKET, LLC | Design Only  | 5957901 1/7/2020 |
| MODMARKET, LLC | MODERN MARKET EATERY  | 6092222 6/30/2020 |
| MODMARKET, LLC | MODERN MARKET EATERY  | 6092223 6/30/2020 |
| MODMARKET, LLC | MODERN MARKET EATERY  | 5926099 12/3/2019 |
| MODMARKET, LLC | MODERN MARKET | 5205589 5/16/2017 |
| MODMARKET, LLC | MODERN MARKET FARM FRESH EATERY | 5205590 5/16/2017 |
| MODMARKET, LLC | FARM FRESH EATERY | 4638711 11/11/2014 |
| MODMARKET, LLC | Design Only  | 4638465 11/11/2014 |
| Lemonade Restaurant Group, LLC |  | 6345983 05/11/2021 |