

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEWK'S FRANCHISE COMPANY, LLC		10/20/2022	Limited Liability Company: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2N, Mail Code IL1-1202		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88784984	WHOLESOME IS THE NEW HEALTHY	
Serial Number:	88737488	NEWK'S "Q"	
Serial Number:	88377263	FEED WHAT MATTERS	
Serial Number:	88344799	OUR KITCHEN IS AN OPEN BOOK	
Serial Number:	87066323	NEWK'S EATERY	
Serial Number:	87066269	NEWK'S EATERY	
Serial Number:	87066216	NEWK'S EATERY	
Serial Number:	87066160	NEWK'S EATERY	
Serial Number:	85436199	"WE CATER ... YOU PARTY"	
Serial Number:	85851407	NEWK'S EATERY	
Serial Number:	77787309	NEWK'S	
Serial Number:	77534842	THE DEBRA	
Serial Number:	77534693	NEWK'S "Q"	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

CH \$340.00 88784984

Phone: 3127018637
Email: ipdocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 22720177

NAME OF SUBMITTER: William R. Siegel

SIGNATURE: /william r siegel/

DATE SIGNED: 10/20/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 20, 2022 (this “Trademark Security Agreement”) is between NEWK’S FRANCHISE COMPANY, LLC, a Mississippi limited liability company (the “Grantor”), and JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent for the holders of the Secured Obligations (the “Secured Party”).

WHEREAS, the Grantor has entered into that certain Credit Agreement, dated as the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Newk’s Holding Company, LLC, a Mississippi limited liability company (the “Borrower”), Newk’s Acquisition, LLC, a Delaware limited liability company (the “Parent”), the Grantor, as a Guarantor, certain other Subsidiaries of the Borrower, as Guarantors, the Lenders from time to time party thereto, and JPMorgan Chase Bank, N.A. as Administrative Agent and Collateral Agent.

WHEREAS, the Grantor has entered into that certain Security and Pledge Agreement, dated as the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, the Parent, the Obligors from time to time party thereto and the Collateral Agent for the holders of the Secured Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in certain collateral, to secure the payment, performance and observance of the Secured Obligations.

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

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.
2. Grant of Security Interest. To secure the prompt and complete repayment and performance of the obligations under the Credit Agreement, the Grantor hereby grants to the Secured Party, for the benefit of the holders of the Secured Obligations, a security interest in all of Grantor’s right, title and interest in and to the following (collectively, the “Trademark Collateral”): (a) all of its Trademarks (as defined in the Security Agreement) including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all Proceeds of the foregoing. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark applications for which a statement of use or amendment to allege use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.
3. Termination. Upon the payment in full of the Secured Obligations, the Secured Party shall execute all documents, make all filings, deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement, and take all other actions reasonably

requested by the Grantor to evidence and record the released of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Trademark Collateral are more fully set forth in the Credit Agreement and Security Agreement, and that the terms and provisions of the Credit Agreement and Security Agreement are hereby incorporated herein by reference as if fully set forth herein.

5. Counterparts. This Trademark Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Trademark Security Agreement.

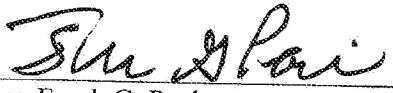
6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Immediately Follows]

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

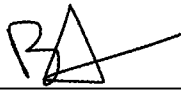
GRANTOR:

NEWK'S FRANCHISE COMPANY, LLC,
as Grantor

By: 
Name: Frank G. Paci
Title: Chief Executive Officer

[Signature Pages to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Brandon Abney
Title: Vice President

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

MARK	APP. NO.	REG. NO.
WHOLESOME IS THE NEW HEALTHY	88784984	6102210
NEWK'S "Q"	88737488	6100899
FEED WHAT MATTERS	88377263	5969160
OUR KITCHEN IS AN OPEN BOOK	88344799	5867847
NEWK'S EATERY	87066323	5244239
NEWK'S EATERY	87066269	5244238
NEWK'S EATERY	87066216	5244237
NEWK'S EATERY	87066160	5244235
"WE CATER ... YOU PARTY"	85436199	4149769
NEWK'S EATERY	85851407	4546126
NEWK'S	77787309	3757278
THE DEBRA	77534842	3678588
NEWK'S "Q"	77534693	3707521