

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eddie Merlots LLC		09/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Raven Asset-Based Credit Fund I LP		
Street Address:	1335 4th Street, 4th Floor		
Internal Address:	c/o Raven Capital Management LLC		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90401		
Entity Type:	Limited Partnership: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2763294	EDDIE MERLOT'S	
Registration Number:	2763301	E EDDIE MERLOT'S	
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>			
Phone:	714.668.6200		
Email:	johnkline@paulhastings.com		
Correspondent Name:	John Kline		
Address Line 1:	695 Town Center Drive		
Address Line 2:	Seventeenth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	John Kline		
SIGNATURE:	/s/ John Kline		
DATE SIGNED:	10/24/2022		
Total Attachments: 4			
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AMENDMENT NUMBER ONE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDMENT NUMBER ONE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 30, 2022 (this "Amendment"), is delivered pursuant to that certain Intellectual Property Security Agreement, dated as of February 1, 2022 (as amended, restated, supplemented, or otherwise modified prior to the date hereof, the "Intellectual Property Security Agreement"), by and between **EDDIE MERLOTS LLC**, a Delaware limited liability company ("Grantor"), and **RCM EM INC.**, a Delaware corporation, as collateral agent for the Lenders ("Existing Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantor, Existing Agent and **RAVEN ASSET-BASED CREDIT FUND I LP** (in such capacity, together with its successors and assigns in such capacity, "Successor Agent"), wish to amend the Intellectual Property Security Agreement by acknowledging the replacement of the Existing Agent with the Successor Agent thereunder.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Intellectual Property Security Agreement as follows:

1. Grantor, Existing Agent and Successor Agent hereby agree that, effective as of the date hereof, each reference to "Collateral Agent" in the Intellectual Property Security Agreement shall be deemed to be a reference to Successor Agent.

2. Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Existing Agent in all of Grantors' right, title, and interest in, to, and under the Trademarks identified on Schedule I to the Intellectual Property Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Successor Agent continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Trademarks; (c) represents and warrants that the representations and warranties in the Intellectual Property Security Agreement, as amended by this Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date; and (d) agrees that the Intellectual Property Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

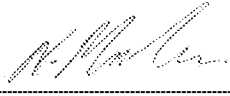
5. This Amendment is a Loan Document.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.


GRANTOR:

EDDIE MERLOTS LLC

By: 
Name: Nishant Machado
Title: President

EXISTING AGENT:

RCM EM INC.

By:  _____

Name: Josh Green

Title: Director

SUCCESSOR AGENT:

RAVEN ASSET-BASED CREDIT FUND I LP


By: Raven Capital Management GP II LLC,
its general partner

By:  _____

Name: Josh Green

Title: Managing Member

1. U.S. Trademarks

No.	Mark	Jurisdiction	App. No. / Filing Date	Reg. No. / Issue Date	Current Owner of Record
1.	EDDIE MERLOT'S	U.S.	76/254,070 May 08, 2001	2,763,294 Sep. 16, 2003	Eddie Merlots LLC
2.		U.S.	76/258,600 May 17, 2001	2,763,301 Sep. 16, 2003	Eddie Merlots LLC