

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM757804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BARTECA RESTAURANTS, LLC		08/01/2022	Limited Liability Company: DELAWARE
BARTECA HOLDINGS, LLC		08/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL LLC, as Collateral Agent
Street Address:	200 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10166
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4352284	BARTACO
Registration Number:	4352285	BARTACO
Registration Number:	6710027	
Registration Number:	6529733	
Registration Number:	6529728	
Serial Number:	97317619	BARTACO
Serial Number:	97317646	
Serial Number:	97317628	BAR TACO

CORRESPONDENCE DATA

Fax Number:

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: 3127646944

Email: TMaloney@KSLaw.com

Correspondent Name: Timothy Maloney

Address Line 1: 110 North Wacker Drive, Suite 3800

Address Line 4: Chicago, ILLINOIS 60606

CH \$215.00 4352284

ATTORNEY DOCKET NUMBER:	C/M: 24080.515028
NAME OF SUBMITTER:	Timothy Maloney
SIGNATURE:	/Timothy Maloney/
DATE SIGNED:	09/27/2022
Total Attachments: 5 source=Bartaco - Trademark Security Agreement (Execution Version)#page1.tif source=Bartaco - Trademark Security Agreement (Execution Version)#page2.tif source=Bartaco - Trademark Security Agreement (Execution Version)#page3.tif source=Bartaco - Trademark Security Agreement (Execution Version)#page4.tif source=Bartaco - Trademark Security Agreement (Execution Version)#page5.tif	

TRADEMARK PROPERTY SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT is entered into as of August 1, 2022, (this "Agreement"), among the undersigned (each, a "Grantor") and Golub Capital LLC, as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of August 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the Credit Agreement, dated as of August 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), among Barteca Restaurants, LLC, a Delaware limited liability company (the "Borrower"), Barteca Holdings, LLC, a Delaware limited liability company ("Holdings"), the Lenders from time to time party thereto, and Golub Capital LLC, as administrative agent and collateral agent for the Lenders, and as lead arranger and bookrunner. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

- a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with (a) all goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements, dilutions, or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law; and
- b) all proceeds of the foregoing,

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **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 Grantor hereby acknowledges and affirms that the rights and

remedies of the Collateral Agent with respect to the IP 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law***. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

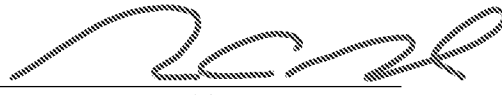
BARTECA RESTAURANTS, LLC, as a Grantor

By: Matthew A. Wilber
Name: Matthew Wilber
Title: Treasurer and Secretary

BARTECA HOLDINGS, LLC, as a Grantor

By: Matthew A. Wilber
Name: Matthew Wilber
Title: Treasurer and Secretary

GOLUB CAPITAL LLC,
as the Collateral Agent


By: 

Name: Marc C. Robinson

Title: Senior Managing Director

SCHEDULE I

TRADEMARKS

Title	Application No. / Registration No.	Filing Date / Issue Date	Owner/Assignee	Status
BARTACO	4352284	06/18/13	Barteca Restaurants, LLC	Registered
	4352285	06/18/13	Barteca Restaurants, LLC	Registered
No Text Elements	6710027	04/26/22	Barteca Restaurants, LLC	Registered
No Text Elements	6529733	10/19/21	Barteca Restaurants, LLC	Registered
No Text Elements	6529728	10/19/21	Barteca Restaurants, LLC	Registered
Virtual bartaco	97317619	03/17/22	Barteca Holdings, LLC	Application Filed / Pending Registration
Virtual Mark	97317646	03/17/22	Barteca Holdings, LLC	Application Filed / Pending Registration
Virtual bar taco	97317628	03/17/22	Barteca Holdings, LLC	Application Filed / Pending Registration

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