

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779707

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900727834

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEDGEWOOD INTERMEDIATE HOLDING CORPORATION		10/18/2022	Corporation: DELAWARE
Z GOLF FOOD & BEVERAGE SERVICES, LLC		10/18/2022	Limited Liability Company: CALIFORNIA
ALISO VIEJO BANQUET CENTER, LLC		10/18/2022	Limited Liability Company: DELAWARE
WEDGEWOOD BEVERAGE INC.		10/18/2022	Corporation: CALIFORNIA
WEDGEWOOD HOSPITALITY GROUP, INC.		10/18/2022	Corporation: DELAWARE
WEDGEWOOD INTERMEDIATE BEVERAGE COMPANY, LLC		10/18/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ENTERPRISE BANK & TRUST
Street Address:	150 N. Meramec Ave.
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	Bank: MISSOURI

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	5250189	BLISS BENEFITS
Registration Number:	3769112	VALSERVENIENCE VALUE SERVICE CONVENIENCE
Registration Number:	3714663	Z GOLF FOOD & BEVERAGE SERVICES

CORRESPONDENCE DATA

Fax Number: 8169838080

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: 8169838000

Email: PTO-KC@huschblackwell.com
Correspondent Name: Husch Blackwell LLP
Address Line 1: 4801 Main Street, Suite 1000
Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER: 467948-566

NAME OF SUBMITTER: Olivia Miller

SIGNATURE: /Olivia Miller/

DATE SIGNED: 01/10/2023

Total Attachments: 14

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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT (“*Agreement*”) is made as of October 18, 2022, by WEDGEWOOD INTERMEDIATE HOLDING CORPORATION, a Delaware corporation (“*HoldCo*”), and Z GOLF FOOD & BEVERAGE SERVICES, LLC, a California limited liability company (“*Z Golf*”), ALISO VIEJO BANQUET CENTER, LLC, a Delaware limited liability company (“*Aliso Viejo*”), and WEDGEWOOD BEVERAGE INC., a California corporation (“*BeverageCo*” and together with HoldCo, Z Golf and Aliso Viejo, each individually a “*Borrower*” and collectively the “*Borrowers*”), and WEDGEWOOD HOSPITALITY GROUP, INC., a Delaware corporation (“*Hospitality*”), and WEDGEWOOD INTERMEDIATE BEVERAGE COMPANY, LLC (“*Intermediate Beverage*”), a Delaware limited liability company, each as a Guarantor under the Loan Agreement (defined below), to ENTERPRISE BANK & TRUST, in its capacity as agent (in such capacity, “*Agent*”) for Banks party to the Loan Agreement described below. Borrowers and Guarantors are collectively referred to herein as “*Grantors*.” Capitalized terms used in this Agreement and not defined herein shall have the meanings set forth for such terms in the Security Agreement (defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof from Grantors to the Agent (the “*Security Agreement*”), as collateral security for all of the Obligations under the Loan and Guaranty Agreement dated as of the date hereof among Grantors, Agent and Banks (as amended or otherwise modified from time to time, the “*Loan Agreement*”), each Grantor has granted to the Agent a continuing first priority security interest in the Patents, Marks, Copyrights and Licenses (as each is defined herein); and

WHEREAS, the Banks are willing to make the Loan to Borrowers, but only upon the condition, among others, that Grantors shall have executed and delivered this Agreement to the Agent.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Grant of Security Interest, Etc. To secure the complete and timely satisfaction of all of the Obligations, each Grantor hereby grants to the Agent, on behalf of and for the benefit of all Banks, a security interest in and to all of such Grantor’s right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Schedule A** attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto

throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Grantor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on **Schedule B** attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Grantor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “**Copyrights**”);

(iii) all such Grantor’s rights and obligations pursuant to its license agreements with any other person or persons with respect to any Patents and Copyrights to the extent permitted by such license, whether such Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on **Schedule C** attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “**Patent and Copyright Licenses**”);

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on **Schedule D** attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Grantor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “**Marks**”);

(v) all such Grantor’s rights and obligations pursuant to its license agreements with any other person or persons with respect to any Marks to the extent permitted by such license, whether such Grantor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on **Schedule E** attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as “**Trademark Licenses**”; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as “**Licenses**”); and

(vi) the goodwill of such Grantor's business connected with and symbolized by the Marks.

2. Restrictions on Future Agreements. Except to the extent the same is otherwise expressly permitted under the Loan Documents, each Grantor agrees and covenants that until the Obligations shall have been performed and paid in full, such Grantor will not, without the Agent's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Grantor's obligations under this Agreement, and each Grantor further agrees and covenants that without the Agent's prior written consent it will not take any action or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement. Except to the extent the same is otherwise expressly permitted under the Loan Documents, each Grantor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of the Agent thereto.

3. Certain Covenants, Representations and Warranties of each Grantor. Each Grantor covenants, represents and warrants (to such Grantor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Grantor) that: (i) except to the extent expressly permitted by the Loan Documents, the Patents, Marks, Copyrights and Licenses necessary to the business are subsisting; (ii) the Patents, Marks, Copyrights and Licenses necessary to the business have not been adjudged invalid or unenforceable in whole or in part and are not currently being challenged in any way, in each case except to the extent the same could not reasonably be expected to have a Material Adverse Effect; (iii) except to the extent expressly permitted by the Loan Documents, none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iv) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable, except to the extent the failure to be so valid and enforceable could not reasonably be expected to have a Material Adverse Effect; (v) and such Grantor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses, in each case which could reasonably be expected to have a Material Adverse Effect; (vi) to such Grantor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement that could reasonably be expected to have a Material Adverse Effect; (vii) such Grantor owns the entire right, title and interest in and to, or otherwise has and will have adequate rights in, each of the Patents, Marks and Copyrights (other than those being licensed to such Grantor pursuant to the Licenses) free and clear of any liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any liens and encumbrances of every kind and nature arising by, through or under such Grantor, in each case except for (A) rights granted by such Grantor pursuant to the applicable licenses listed on **Schedules C and E**, and (B) Permitted Liens; (viii) the Patents, Marks and Copyrights and Licenses listed on **Schedules A, B, C, D and E** constitute all such items in which such Grantor has any right, title or interest on the date hereof; (ix) such Grantor has the unqualified right to enter into this Agreement and perform its terms; (x) such Grantor will provide notice in accordance with requirements of law in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Grantor's

business); and (xi) such Grantor will use standards of quality in its manufacture of products sold under the Marks materially consistent with those currently employed by it.

4. New Patents, Marks, Copyrights and Licenses. If, before the Obligations have been performed and paid in full, any Grantor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 1 above shall automatically apply thereto and such Grantor shall give to the Agent prompt written notice thereof. Each Grantor hereby authorizes the Agent to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on **Schedule A, B or D** and any Licenses and licensed Patents, Marks or Copyrights on **Schedules C or E**, as applicable; provided, however, that the failure of the Agent to make any such notation shall not limit or affect the obligations of any Grantor or rights of the Agent hereunder.

5. Royalties; Terms. Each Grantor hereby agrees that the security interest of the Agent in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to a Grantor such smaller geographic location if any is specified for such Grantor's use in the applicable License) and, without any liability for royalties or other related charges from the Agent to such Grantor; provided, however, no actions in any non-U.S. jurisdiction or required by the laws of any non-U.S. jurisdiction shall be required in order to create any security interests in assets located or titled outside of the U.S. or to perfect such security interest, including any intellectual property registered in any non-U.S. jurisdiction (it being understood that there shall be no security agreements or pledge agreements governed under the laws of any non-U.S. jurisdiction). The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) performance and payment in full of the Obligations.

6. Inspection. Subject to Section 6.1(j) of the Loan Agreement, the Agent shall have the right to inspect any Grantor's premises and to examine any Grantor's books, records and operations, including, without limitation, any Grantor's quality control processes. From and after the occurrence and during the continuance of an Event of Default and notice by the Agent to each Grantor of the Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Grantor agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such additional product quality controls as the Agent or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Grantor under the Marks consistent with the quality of products now manufactured by such Grantor.

7. Termination of Each Grantor's Interest. This Agreement is made for collateral purposes only. Upon performance and payment in full of the Obligations, subject to any disposition thereof which may have been made by the Agent pursuant hereto or pursuant to any of the other Loan Documents, the security interest granted hereunder shall automatically be

extinguished. The Agent shall, at the request of any Grantor and at each Grantor's reasonable expense, execute and deliver to such Grantor, all termination statements and other instruments as may be necessary or proper to evidence the termination of the Agent's security interest granted to the Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by the Agent pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by the Agent.

8. Duties of the Grantors. Except to the extent the same is no longer material to such Grantor's business or to the extent the same is otherwise expressly permitted under the Loan Documents, each Grantor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and to the extent the Grantors shall deem appropriate under the circumstances in their commercially reasonable discretion or as the Agent shall reasonably request during the continuation of an Event of Default enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights, in each case, that are necessary to the business of the Grantors. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Grantors. Except to the extent the same is no longer material to such Grantor's business or to the extent the same is otherwise expressly permitted under the Loan Documents, each Grantor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of the Agent.

9. The Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall in no way be obligated, to bring suit to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if the Agent shall commence any such suit, each Grantor shall, at the reasonable request of the Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Agent in aid of such enforcement, and each Grantor shall promptly, upon demand, subject in each case to the terms and conditions set forth in Sections 8.3 and 8.5 of the Loan Agreement reimburse and indemnify the Agent and the Banks for all reasonable costs and expenses incurred by the Agent and the Banks in the exercise of its rights under this Section 9.

10. Waivers. No course of dealing between any Grantor and the Agent or the Banks, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or the Banks, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in

such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

13. Further Assurances. Subject to the proviso set forth in Section 5 hereof, each Grantor shall execute and deliver to the Agent, at any time or times hereafter at the reasonable request of the Agent, all papers (including, without limitation, any as may be deemed desirable by the Agent for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such reasonable actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by the Agent), as the Agent may reasonably request, to evidence the Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce the Agent's rights under this Agreement.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of the Agent's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby constitutes and appoints the Agent as such Grantor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, to (i) endorse such Grantor's name on all applications, documents, papers and instruments determined by the Agent as necessary or desirable for the Agent in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as the Agent deems in good faith to be in the best interest of the Banks, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any person. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been performed and paid in full. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Security Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Grantor hereby releases the Agent from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Agent under the powers of attorney granted herein.

15. Binding Effect; Benefits. This Agreement shall be binding upon each Grantor and its respective successors and assigns and shall inure to the benefit of the Agent and its and their respective successors, assigns and nominees.

16. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF MISSOURI; PROVIDED, HOWEVER, THAT IF ANY OF THE COLLATERAL SHALL BE LOCATED IN ANY JURISDICTION OTHER THAN MISSOURI, THE LAWS OF SUCH JURISDICTION SHALL GOVERN THE METHOD, MANNER AND PROCEDURE FOR FORECLOSURE OF THE AGENT'S LIEN UPON OR OTHER INTEREST IN SUCH COLLATERAL AND THE ENFORCEMENT OF THE AGENT'S OTHER REMEDIES IN RESPECT OF SUCH COLLATERAL TO THE EXTENT THAT THE LAWS OF SUCH JURISDICTION ARE DIFFERENT FROM OR INCONSISTENT WITH THE LAWS OF MISSOURI .


17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by its duly authorized representative as of the date first above written.

**WEDGEWOOD HOSPITALITY GROUP,
INC.**

ALISO VIEJO BANQUET CENTER, LLC


By: 
Name: Erik E. Maurer
Title: Chairman, Vice President and
Secretary

By: 
Name: Erik E. Maurer
Title: Chairman, Secretary and Manager

**WEDGEWOOD INTERMEDIATE
HOLDING CORPORATION**

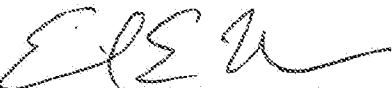
**WEDGEWOOD INTERMEDIATE
BEVERAGE COMPANY, LLC**


By: 
Name: Erik E. Maurer
Title: Chairman and Secretary

By: 
Name: Erik E. Maurer
Title: Vice President, Secretary, Treasurer,
Member and Manager

**Z GOLF FOOD & BEVERAGE
SERVICES, LLC**

WEDGEWOOD BEVERAGE INC.

By: 
Name: Erik E. Maurer
Title: Chairman, Secretary and Manager

By: 
Name: Erik E. Maurer
Title: Vice President and Secretary

[Signature Page to Patent, Copyright, License and Trademark Security Agreement]

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

ENTERPRISE BANK & TRUST, as Agent

By: 
Name: Matthew Kakta
Title: Senior Vice President

[Signature Page to Patent, Copyright, License and Trademark Security Agreement]

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B
COPYRIGHTS

<u>Grantor</u>	<u>Copyright</u>	<u>Registration No.</u>	<u>Registration Date</u>
Z Golf Food & Beverage Services, LLC	Wedding Packages	TX 6-984-162	6/15/09

SCHEDULE C
PATENT AND COPYRIGHT LICENSES

None.

SCHEDULE D
TRADEMARKS, SERVICE MARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Z Golf Food & Beverage Services, LLC	BLISS BENEFITS	5250189	7/25/17
Z Golf Food & Beverage Services, LLC	Valservenienc (Value Service Convenience)	3769112	4/9/09
Z Golf Food & Beverage Services, LLC	Z Golf Food & Beverage Services	3714663	4/9/09

SCHEDULE E
TRADEMARK LICENSES

None.

Schedule E-1

HB: 4860-1856-4920

RECORDED: 10/25/2022

TRADEMARK
REEL: 007920 FRAME: 0059