

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EUREKA RESTAURANT GROUP, LLC		12/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANC OF CALIFORNIA, N.A.		
Street Address:	601 SOUTH FIGUEROA STREET		
Internal Address:	SUITE 2800		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88789940	EUREKA!	
Registration Number:	6225655	EUREKA!EAT DRINK AMERICAN	
Registration Number:	6225654	EAT DRINK AMERICAN	
Registration Number:	6225653	EUREKA!	
Registration Number:	6135786	EUREKA! DISCOVER AMERICAN CRAFT	
CORRESPONDENCE DATA			
Fax Number:	2138910400		
<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:	212-891-0700		
Email:	pnulud@buchalter.com,mmandel@buchalter.com,shinojosa@buchalter.com		
Correspondent Name:	PHILIP NULUD/MONICA MANDEL/SIGI HINOJOSA		
Address Line 1:	BUCHALTER, APC		
Address Line 2:	1000 WILSHIRE BOULEVARD, SUITE 1500		
Address Line 4:	LOS ANGELES, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	B1043-0008 [PN:VMM:SH]		
NAME OF SUBMITTER:	V. MONICA MANDEL		
SIGNATURE:	/V. Monica Mandel/		

CH \$140.00 88789940

DATE SIGNED:	01/03/2023
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of December 30, 2022 is entered into by and between the Grantor listed on the signature page hereof (the "Grantor"), and Banc of California, N.A., a national banking association ("Bank").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, amended and restated, or supplemented from time to time, the "Credit Agreement"), entered into by and between EUREKA RESTAURANT GROUP, LLC, a Delaware limited liability company ("Borrower") and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank a Security Agreement, dated as of the date of the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Bank this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, collaterally assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on **Schedule I**;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations

and would be owed by Grantor, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending **Schedule I** to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend **Schedule I** shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on **Schedule I**.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including by e-mail delivery of a ".pdf" format data file) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

GRANTOR:

EUREKA RESTAURANT GROUP, LLC,
a Delaware limited liability company

By: 

Name: Julio Cesar Izaguirre

Title: Vice President of Finance

BANK:

ACCEPTED AND ACKNOWLEDGED BY:

BANC OF CALIFORNIA, N.A.,
a national banking association




By:  _____

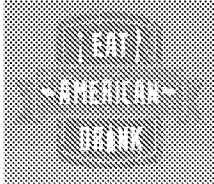



Name: Lisa Kaup

Title: Vice President

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations/Applications

Listed Owner	Serial No. / Registration No.	Mark	Country	Class / Goods and Services	Status
Eureka Restaurant Group, LLC	Serial No: Reg. No: 69670	EUREKA! DISCOVER AMERICAN CRAFT (STYLIZED)(CALIF) 	USA (CA)	Class 43: Restaurant services	Reg Date: 12/15/2014 Renewed: 12/15/2019 Renewal Due: 12/15/2024
Eureka Restaurant Group, LLC	Serial No: Reg. No: 57733	EUREKA! DISCOVER AMERICAN CRAFT (STYLIZED) (WASH) 	USA (WA)	Class 43: Restaurant services	Reg Date: 03/03/2015 Renewed: 3/3/2020 Renewal Due: 3/3/2025
Eureka Restaurant Group, LLC	Serial No: 802172078 Reg. No: 802172078	EUREKA! (TEX)	USA (TX)	Class 43: Restaurant services	App Date: 03/06/2015 Reg Date: 03/06/2015 Section 8 & 15 Due: 03/06/2020
Eureka Restaurant Group, LLC	Serial No: Reg. No: 57709	EUREKA! (WASH)	USA (WA)	Class 43: Restaurant services	Reg Date: 03/02/2015 Renewed: 03/06/2020 Renewal Due: 03/02/2025
Eureka Restaurant Group, LLC	Serial No: 88789940 Reg. No.:	EUREKA! (STYLIZED) 	USA	Class 43: Restaurant services	App Date: 02/07/2020 Pub. Date: 10/06/2020 Third request for extension of time to file Statement of Use granted 06/08/2022
Eureka Restaurant Group, LLC	Serial No.: 88789932 Reg. No.: 6225655	EUREKA! EAT DRINK AMERICAN	USA	Class 43: Restaurant services	App Date: 02/07/2020 Reg Date: 12/22/2020 Section 8 due 06/22/2027
Eureka Restaurant Group, LLC	Serial No.: 88789918 Reg. No.: 6225654	EAT DRINK AMERICAN	USA	Class 43: Restaurant services	App Date: 02/07/2020 Reg Date: 12/22/2020 Pub Date: 10/06/2020 Section 8 due 06/22/2027

<u>Listed Owner</u>	<u>Serial No. / Registration No.</u>	<u>Mark</u>	<u>Country</u>	<u>Class / Goods and Services</u>	<u>Status</u>
					
Eureka Restaurant Group, LLC	Serial No.: 88789913 Reg. No.: 6225653	EUREKA! EUREKA!	USA	Class 43: Restaurant services	App Date: 02/07/2020 Pub. Date: 10/06/2020 Reg Date: 12/22/2020 Section 8 due 06/22/2027
Eureka Restaurant Group, LLC	Serial No.: 88789928 Reg. No.: 6135786	EUREKA! DISCOVER AMERICAN CRAFT 	USA	Class 43: Restaurant services	App Date: 02/07/2020 Pub Date: 06/09/2020 Reg Date: 08/25/2020 Section 8 due 02/25/2027
Eureka Restaurant Group, LLC	Filing No.: 013369211	EUREKA! DISCOVER AMERICAN CRAFT (STYLIZED) 	European Union	Class 43: Restaurant services	Filing Date: 10/16/2014 Reg Date: 12/23/2022 Expiration date: 10/16/2024
Eureka Restaurant Group, LLC	Serial No: 2014-087716 Reg. No: 5750286	EUREKA! DISCOVER AMERICAN CRAFT (STYLIZED) 	Japan	Class 43: Providing foods and beverages	App Date: 10/17/2014 Reg Date: 03/20/2015 Renewal Due: 03/20/2025

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None