

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785246

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900743075		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Popstroke Holdings LLC		10/20/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	SYNOVUS BANK		
Street Address:	1148 BROADWAY		
City:	COLUMBUS		
State/Country:	GEORGIA		
Postal Code:	31901		
Entity Type:	Bank: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87765548	POP STROKE	
Serial Number:	88022921	POP STROKE EAT. PLAY. DRINK.	
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:	9547669930		
Email:	eab@angelolaw.com		
Correspondent Name:	Thomas P. Angelo, Esq.		
Address Line 1:	515 East Las Olas Boulevard		
Address Line 2:	Suite 850		
Address Line 4:	Fort Lauderdale, FLORIDA 33301		
NAME OF SUBMITTER:	Thomas P. Angelo, Esq.		
SIGNATURE:	/TPA/		
DATE SIGNED:	02/07/2023		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October ²⁰, 2022 by POPSTROKE HOLDINGS LLC, a Florida limited liability company (the "Grantor"), in favor of SYNOVUS BANK (the "Lender").

RECITALS

A. Grantor and POPSTROKE KATY, LLC, a Texas limited liability company (individually and/or collectively, the "Borrower") have entered into that certain Construction Loan Agreement dated as of even date herewith (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Lender, pursuant to which the Lender has agreed to make a loan to Borrower.

B. In connection therewith, Grantor and Lender are entering into this Agreement to partially secure the payment of all amounts owing by the Borrower to Lender under the Loan Agreement and the other Loan Documents, including, without limitation, any Swap Transaction Documents (each as defined in the Loan Agreement).

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

Notwithstanding anything to the contrary contained in any of the Loan Documents, Lender shall not disturb the rights of any future third party licensee of the Trademark Collateral under a license for film, television, video or digital rights, so long as the licensee is not in breach of its obligations to Grantor under the license. Upon Grantor's request with respect to a particular licensee, Lender will negotiate, execute and deliver a non-disturbance agreement with the licensee, in form reasonably acceptable to the Lender, Grantor and the licensee.

[CONTINUES ON THE FOLLOWING PAGE]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

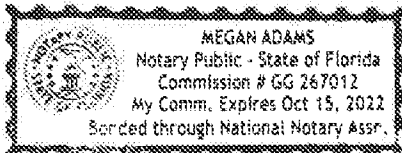
GRANTOR:

POPSTROKE HOLDINGS LLC, a Florida limited liability company

By: *[Signature]*
Gregory Bartoli, Manager

STATE OF FLORIDA)
)SS:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization this 21 day of September, 2022, by GREGORY BARTOLI, as Manager of POPSTROKE HOLDINGS LLC, a Florida limited liability company, on behalf of and as an act of the company, who is personally known to me or has produced a _____ as identification, and took an oath.



Megan Adams
NOTARY PUBLIC
Print Name: Megan Adams
My Commission Expires: 10/15/2022

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Mark	Type	Serial Number	Registration Number	Date of Filing	Date of Registration
POP STROKE	Trademark	87765548	5704745	January 22, 2018	March 19, 2019
POP STROKE EAT. PLAY. DRINK.	Trademark	88022921	6019642	July 2, 2018	March 24, 2020