

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM796432

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FIREBIRDS INTERNATIONAL, LLC		03/22/2023	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CCP Agency, LLC, as Administrative Agent		
<b>Street Address:</b>	360 S. Rosemary Ave, Suite 1700		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2520492	FIREBIRDS	
<b>Registration Number:</b>	3526745	FIREBIRDS WOOD FIRED GRILL	
<b>Registration Number:</b>	3515874	FIREBIRDS FIREBAR	
<b>Registration Number:</b>	2834642	FIREBIRDS	
<b>Registration Number:</b>	2865101	FIREBIRDS	
<b>Registration Number:</b>	4055777	DOUBLE BLACK DIAMOND	
<b>Registration Number:</b>	4661128	SPARK SOMETHING	
<b>Registration Number:</b>	4740963	FIREBAR	
<b>Registration Number:</b>	5365850	FB	
<b>Registration Number:</b>	6042814	FIREBIRDS INNER CIRCLE	
<b>Registration Number:</b>	6035009	FIREBIRDS CELLARS	
<b>Registration Number:</b>	6647575	FIREBURGER	
<b>Serial Number:</b>	90683709	FIREBURGER FLAMING GOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>			
<b>Phone:</b>	3128637198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		

OP \$340.00 2520492

**Correspondent Name:** Nancy J. Brougher, Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 East Monroe, Suite 3300  
**Address Line 4:** CHICAGO, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 6913.124

**NAME OF SUBMITTER:** Nancy Brougher

**SIGNATURE:** /njb/

**DATE SIGNED:** 03/22/2023

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2023, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CCP Agency, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 22, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Loan Parties, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of March 22, 2023 in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, further, that if and when any Property referred to in this Trademark Security Agreement shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

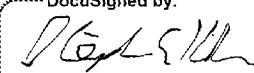
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

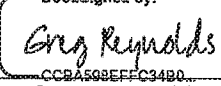
**FIREBIRDS INTERNATIONAL, LLC**, as Grantor

DocuSigned by:  
By:   
Name: Steve Kislow  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:



CCP AGENCY, LLC, as Administrative Agent

By: Comvest Capital Advisors LLC, its Sole Member

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Greg Reynolds  
Title: Partner


**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS**

Service Mark / Trademark	Serial No.	Registration No.	Application or Registration Date	Owner
FIREBIRDS	75/451,786	2,520,492	December 18, 2001	Firebirds International, LLC
FIREBIRDS WOOD FIRED GRILL	77/346,922	3,526,745	November 4, 2008	Firebirds International, LLC
FIREBIRDS FIREBAR	77/420,862	3,515,874	October 14, 2008	Firebirds International, LLC
FIREBIRDS	78/254,958	2,834,642	April 20, 2004	Firebirds International, LLC
FIREBIRDS + Design (wine label) 	78/258,835	2,865,101	July 20, 2004	Firebirds International, LLC
DOUBLE BLACK DIAMOND	85/275,927	4,055,777	November 15, 2011	Firebirds International, LLC
SPARK SOMETHING	86/248,288	4,661,128	December 23, 2014	Firebirds International, LLC
FIREBAR	86/356,721	4,740,963	May 19, 2015	Firebirds International, LLC
FIREBIRDS + DESIGN (FB Stamp) 	87/122,639	5,365,850	December 26, 2017	Firebirds International, LLC
FIREBIRDS INNER CIRCLE	87/119,530	6,042,814	April 28, 2020	Firebirds International, LLC

Service Mark / Trademark	Serial No.	Registration No.	Application or Registration Date	Owner
FIREBIRDS CELLARS	88/314,860	6,035,009	April 14, 2020	Firebirds International, LLC
FIREBURGER	90112189	6,647,575	February 15, 2022	Firebirds International, LLC

TRADEMARK APPLICATIONS

Service Mark / Trademark	Serial No.	Registration No.	Application or Registration Date	Owner
	90/683,709	Pending	April 30, 2021	Firebirds International, LLC

REGISTERED IP LICENSES

None.