

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM796598

<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>
AKT Franchise, LLC		03/13/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AKT Franchise SPV, LLC		
<b>Street Address:</b>	17877 Von Karman Avenue		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4973633	AKT	
<b>Registration Number:</b>	5739639	AKT	
<b>Registration Number:</b>	6085767	AKT	
<b>Registration Number:</b>	4583113	AKT INMOTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>	2127288000		
<b>Email:</b>	ipdocketingla@willkie.com		
<b>Correspondent Name:</b>	Eugene Chang		
<b>Address Line 1:</b>	Willkie Farr & Gallagher LLP		
<b>Address Line 2:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	128650.00002 AKT Security		
<b>NAME OF SUBMITTER:</b>	Eugene L. Chang		
<b>SIGNATURE:</b>	/elc/		
<b>DATE SIGNED:</b>	03/22/2023		

CH \$115.00 4973633

**Total Attachments: 7**

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## **NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS**

This NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of March 13, 2023, by AKT Franchise, LLC, a Delaware limited liability company located at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614 ("Grantor"), in favor of AKT Franchise SPV, LLC, a Delaware limited liability company located at 17877 Von Karman Avenue, Suite 100, Irvine, California 92614 ("Secured Party") (collectively referred to as the "Parties"). Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement (as defined below).

WHEREAS, Grantor is the owner of the U.S. trademark registrations and trademark applications included in the Contributed Assets, including, without limitation, those set forth in Schedule 1 attached hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to that certain Contribution Agreement by and between the Parties dated as of the date hereof (the "Agreement"), solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets under the Agreement does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor has granted a security interest in favor of the Secured Party in all of Grantor's right, title and interest in, to and under such Contributed Assets whether now owned or hereafter acquired, including the Trademarks included therein and the goodwill connected with the use of or symbolized by such Trademarks, and all products and Proceeds of the foregoing, and the right to bring an action at law or in equity for any past, present or future infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds (including, for clarity, license fees and royalties) relating thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment of any guaranties, indemnities, insurance and other agreements or arrangements of whatever character from time to time purporting to secure or otherwise with respect to any of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to the Agreement, Grantor agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "USPTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement in the event a court of competent jurisdiction were to hold that the distribution of the Trademarks pursuant to the Agreement does not constitute a valid distribution or absolute transfer of the Trademarks as set forth in the Agreement, but instead constitutes a loan, to secure such a loan in the aggregate value of the Contributed Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, and solely in the event that a court of competent jurisdiction were to hold that the contribution of the Contributed Assets hereunder does not constitute a valid contribution or absolute transfer of the Contributed Assets in accordance therewith, Grantor hereby grants (and the Secured Party hereby accepts and receives) a security interest in favor of the Secured Party in all of Grantor's right, title and

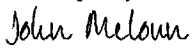
interest in, to and under the Trademark Collateral now owned or hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, cancelled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the USPTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

1. The Parties intend that this Notice is for recordation purposes only. The terms of this Notice shall not modify, and shall be subject to, the applicable terms and conditions of the Agreement, which govern the Secured Party's interest in, to and under the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in, to and under the Trademark Collateral for the benefit of the Secured Party, and Grantor hereby requests the USPTO to file and record this Notice together with the annexed Schedule 1.
2. Grantor and Secured Party hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Agreement and shall terminate automatically upon the termination of the Agreement.
3. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW RULES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).
4. This Notice may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

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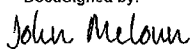
IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF BACK-UP SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first written above.

AKT FRANCHISE, LLC

DocuSigned by:  
  
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By: \_\_\_\_\_  
Name: John Meloun  
Title: Chief Financial Officer

AKT FRANCHISE SPV, LLC

DocuSigned by:  
  
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By: \_\_\_\_\_  
Name: John Meloun  
Title: Chief Financial Officer

*Signature Page to Notice of Grant of Back-Up Security Interest in Trademarks (AKT)*

**Schedule 1**

Trademarks

[Attached]

**Trademarks**  
**AKT**

Mark Name	Mark Image	Mark Type	Status	Owners	Country	Application Number	Filed Date	Registration Number	Registration Date
AKT		Word Mark	Registered	AKT Franchise, LLC AKT	United States of America	86213677	2014-03-06	4973633	2016-06-07
AKT		Word Mark	Registered	Franchise, LLC AKT	Canada United States of America	1922134	2018-09-26	TMA1163989	2023-02-07
AKT		Word Mark	Registered	Franchise, LLC AKT		88133442	2018-09-26	5739639	2019-04-30
AKT		Word Mark	Registered	Franchise, LLC AKT	International	1433439	2018-09-28	1433439	2018-09-28
AKT		Word Mark	Registered	Franchise, LLC AKT	Australia	1433439	2018-09-28	1968200	2018-09-28
AKT		Word Mark	Application	Franchise, LLC AKT	Bahrain	1433439	2018-09-28		
AKT		Word Mark	Registered	Franchise, LLC AKT	Colombia	1433439	2018-09-28	1433439	2018-09-28
AKT		Word Mark	Application	Franchise, LLC AKT	Egypt	1433439	2018-09-28		
AKT		Word Mark	Registered	Franchise, LLC AKT	European Union	1433439	2018-09-28	1433439	2018-09-28
AKT		Word Mark	Registered	Franchise, LLC AKT	India	1433439	2018-09-28	1433439	2018-09-28
AKT		Word Mark	Registered	Franchise, LLC AKT	Indonesia Korea, Republic of (KR)	1433439	2018-09-28	1433439	2018-09-28
AKT		Word Mark	Registered	Franchise, LLC AKT	Norway	1433439	2018-09-28	1433439	2018-09-28
AKT		Word Mark	Published	Franchise, LLC	Oman	1433439	2018-09-28	1433439	2018-09-28

AKT	Word Mark	Registered	AKT Franchise, LLC	Russian Federation	1433439	2018-09-28	1433439	2018-09-28
AKT	Word Mark	Registered	Franchise, LLC	Singapore	1433439	2018-09-28	1433439	2018-09-28
AKT	Word Mark	Application	Franchise, LLC	Thailand	1433439	2018-09-28		
AKT	Word Mark	Registered	Franchise, LLC	United Kingdom	1433439	2018-09-28	1433439	2018-09-28
AKT	Word Mark	Registered	Franchise, LLC	Vietnam	1433439	2018-09-28	1433439	2018-09-28
AKT	Word Mark	Registered	Franchise, LLC	Malaysia	2018070473	2018-10-03	2018070473	2019-09-26
AKT	Word Mark	Registered	Franchise, LLC	Kuwait	2019003035	2019-04-02	KW/161286	2019-09-19
AKT	Word Mark	Registered	Franchise, LLC	Saudi Arabia	177846	2019-04-09	1440018630	2019-04-09
AKT	Word Mark	Registered	Franchise, LLC	Brazil	916069222	2018-10-11	916069222	2019-08-20
AKT	Word Mark	Registered	Franchise, LLC	Dominican Republic	20196842	2019-02-14	258408	2019-04-30
AKT	Word Mark	Registered	Franchise, LLC	Hong Kong	304685031	2018-09-28	304685031	2018-09-28
AKT	Word Mark	Registered	Franchise, LLC	South Africa	201828315	2018-09-28	201828315	2020-01-02
AKT	Word Mark	Application	Franchise, LLC	China	44014308	2020-01-15		
AKT	Word Mark	Registered	Franchise, LLC	Mexico	2754738	2022-05-25	2463884	2022-10-14
AKT	Word Mark	Registered	Franchise, LLC	Taiwan	107064375	2018-10-04	01987804	2019-05-16
AKT	Word Mark	Application	Franchise, LLC	Mexico	2823365	2022-09-27		



AKT	Word Mark	Registered	Franchise, LLC	United Arab Emirates	308533	2019-03-25	308533	2020-03-25
AKT	Word Mark	Application	Franchise, LLC	Japan	2022-136379	2022-11-29		
AKT	Design Mark	Application	Franchise, LLC	China	43833340	2020-01-15		
AKT and Design	Design Mark	Registered	Franchise, LLC	United States of America	88723503	2019-12-11	6085767	2020-06-23
AKT and Design	Design Mark	Registered	Franchise, LLC	Qatar	130657	2019-03-25	130657	2020-01-07
AKT	Word Mark	Registered	Franchise, LLC	United States of America	86056839	2013-09-05	4583113	2014-08-12

