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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM802483 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BFT Franchise SPV, LLC		03/13/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 2

Property Type Number		Word Mark		
Registration Number:	6477914	BFT		
Registration Number:	6490486	BFT		

CORRESPONDENCE DATA

Fax Number:

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: 4045723401

Email: morgan.roth@kslaw.com

Correspondent Name: Morgan Roth

Address Line 1: 1180 Peachtree Street NE

Address Line 2: Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	27422.515006
NAME OF SUBMITTER:	Morgan Roth
SIGNATURE:	/s/ Morgan Roth
DATE SIGNED:	04/12/2023

Total Attachments: 4

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TRADEMARK REEL: 008039 FRAME: 0862

NOTICE OF GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, BFT Franchise SPV, LLC (the "Grantor") holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Joinder Agreement, dated as of March 13, 2023, to the Pledge and Security Agreement, dated April 19, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Wilmington Trust, National Association, as the Collateral Agent for itself and certain other Secured Parties (as described in the Security Agreement) (in such capacity, together with its successors and assigns in such capacity, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, as collateral security for the payment, performance and observance of all of the Secured Obligations (as defined in the Security Agreement), the Grantor has granted to the Grantee, for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in the Trademarks (excluding, for the avoidance of doubt, any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), together with the goodwill of the business symbolized by such Trademarks and the applications and registrations thereof (the "Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in the Trademark Collateral.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Upon the termination of the Security Agreement in accordance with its terms, the Grantee shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing its security interest in the Trademark Collateral. THIS NOTICE OF GRANT OF A SECURITY INTEREST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

TRADEMARK REEL: 008039 FRAME: 0863 IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest to be duly executed by its officer thereunto duly authorized as of March 13, 2023.

BFT FRANCHISE, SPV, LLC, as Grantor

By: John Meloun

Name: John Meloun

Title: Chief Financial Officer

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent

By:

Name: Teisha Wright Title: Vice President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
BFT Franchise	BFT				
SPV, LLC		90353485	6477914	2020-12-02	2021-09-07
BFT Franchise SPV, LLC					
		90353477	6490486	2020-12-02	2021-09-21
BFT Franchise	3				
SPV, LLC					
		79327094	6886675	2021-07-26	2022-01-11

TRADEMARK
REEL: 008039 FRAME: 0866

RECORDED: 04/12/2023