

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONNOR CONCEPTS, INC.		04/18/2023	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	PINNACLE BANK		
Street Address:	3333 Riverwood Parkway SE		
Internal Address:	Suite 500		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Chartered Bank: TENNESSEE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4710589		
Registration Number:	4644003	CONNOR CONCEPTS SUPERIOR DINING EXPERIEN	
Registration Number:	4616740	CONNORS STEAK & SEAFOOD	
Registration Number:	4605537	THE CHOP HOUSE	
Registration Number:	4605535	THE CHOP HOUSE	
Registration Number:	1880963	THE CHOP HOUSE	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	041759.000015		
NAME OF SUBMITTER:	John Slaughter		

OP \$165.00 4710589

SIGNATURE:	/john slaughter/
DATE SIGNED:	04/18/2023
Total Attachments: 7 source=IPSA - Connor Concepts, Inc. to Pinnacle Bank#page1.tif source=IPSA - Connor Concepts, Inc. to Pinnacle Bank#page2.tif source=IPSA - Connor Concepts, Inc. to Pinnacle Bank#page3.tif source=IPSA - Connor Concepts, Inc. to Pinnacle Bank#page4.tif source=IPSA - Connor Concepts, Inc. to Pinnacle Bank#page5.tif source=IPSA - Connor Concepts, Inc. to Pinnacle Bank#page6.tif source=IPSA - Connor Concepts, Inc. to Pinnacle Bank#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”), dated as of April 18, 2023, is made by and among CONNOR CONCEPTS, INC., a Tennessee corporation (the “*Grantor*”), and PINNACLE BANK, a Tennessee Bank, as the lender under the Security Agreement referred to below (the “*Lender*”).

WHEREAS, the Grantor and the Lender are party to that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”).

WHEREAS, as a condition precedent to the making of loans by the Lender under the Credit Agreement, the Grantor has executed and delivered to the Lender that certain Security and Pledge Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”, the defined terms of which are used herein unless otherwise defined herein).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a continuing security interest in and Lien upon all Intellectual Property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Lender as follows:

1. Grant of Security. The Grantor hereby grants to the Lender, to secure prompt payment and performance of all Obligations, a continuing security interest in and Lien upon all of the right, title and interest of the Grantor in, to and under all Intellectual Property, including the following (“*IP Collateral*”):

- (a) all patents and patent applications listed in *Schedule 1*;
- (b) all trademark registrations and trademark applications listed in *Schedule 2*, and all of the goodwill of the business connected with the use of and symbolized by any of the foregoing; and
- (c) all copyright registrations and copyright applications listed in *Schedule 3*.

Notwithstanding the above, “*IP Collateral*” shall not include (a) any Intellectual Property if the grant of a security interest therein shall constitute or result in the abandonment, invalidation or rendering unenforceable any right, title or interest therein, including any U.S. intent-to-use trademark application prior to the filing and acceptance of a statement of use or affidavit of use in connection therewith, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law, or (b) property that is subject to a Lien that is permitted pursuant to clause (d) of the definition of Permitted Liens set forth in the Credit Agreement to the extent the granting of a security interest with respect to such property pursuant to this Agreement would be prohibited by the agreement creating such Permitted Lien or would otherwise constitute an event of default (howsoever defined) thereunder, provided, that such property will be deemed IP Collateral hereunder upon the termination and release of such Permitted Lien.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction

with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

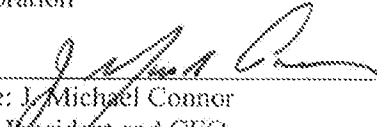
6. Governing Law; Submission to Jurisdiction. THIS IP SECURITY AGREEMENT AND THE SECURITY INTEREST GRANTED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE, EXCEPT TO THE EXTENT THAT FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLY. The Grantor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any United States District Court in the State of Tennessee, and all appropriate appellate courts or, if jurisdiction in such court is lacking, any State of Tennessee court of competent jurisdiction (and all appropriate appellate courts), in any action or proceeding arising out of or relating to this IP Security Agreement. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this IP Security Agreement shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this IP Security Agreement against the Grantor or its properties in the courts of any jurisdiction. The Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this IP Security Agreement in any court referred to in this **Paragraph 6**. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

[Signature page follows]

IN WITNESS WHEREOF, The Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

CONNOR CONCEPTS, INC., a Tennessee corporation

By: 
Name: J. Michael Connor
Title: President and CEO

Address for Notices:

Connor Concepts, Inc.
0911 Turkey Drive
Knoxville, TN 37934
Attention: Cherie N. (Nicki) Dawson

with a copy to:

Brock Shipe Klenk PLC
265 Brookview Centre Way, Suite 604
Knoxville, TN 37919
Attention: John Brock
(865) 338-9708
jbrock@bskplc.com


Signature Page to IP Security Agreement – Connor Concepts, Inc.

TRADEMARK
REEL: 008047 FRAME: 0651

AGREED TO AND ACCEPTED:

LENDER:

PINNACLE BANK, a Tennessee Bank

By: 
Name: Whit Steers
Title: Senior Vice President

Address for Notices:

Pinnacle Bank

3333 Riverwood Parkway SE
Suite 500
Atlanta, GA 30339
Attention: Whit Steers

with a copy to:

Moore & VanAllen
100 North Tryon Street, Suite 4700
Charlotte, NC 28202
Attention: Mac McBryde
Telephone No: 704.331.1142
Email: mcbrydem@mvalaw.com

Schedule 1

PATENTS AND PATENT APPLICATIONS

None.

Schedule 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

Mark	Reg. No.	Reg. Date
Design Only	4710589	03/31/2015
CONNOR CONCEPTS SUPERIOR DINING EXPERIENCES. EVERYDAY. and Design	4644003	11/25/2014
CONNORS STEAK & SEAFOOD and Design	4616740	10/07/2014
THE CHOP HOUSE and Design	4605537	09/16/2014
THE CHOP HOUSE and Design	4605535	09/16/2014
THE CHOP HOUSE and Design	1880963	02/28/1995

Schedule 3

COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.