

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM833472

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Huddle House, Inc.		08/09/2023	Corporation: GEORGIA
Perkins LLC		08/09/2023	Limited Liability Company: DELAWARE
Ascent Hospitality Management LLC		08/09/2023	Limited Liability Company: DELAWARE
VBE LLC		08/09/2023	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Acquiom Agency Services LLC
<b>Street Address:</b>	950 17th Street, Suite 1400
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80202
<b>Entity Type:</b>	Limited Liability Company: COLORADO

## PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	2912437	HUDDLE HOUSE
Registration Number:	2912436	HUDDLE HOUSE
Registration Number:	5646210	SWEET CAKES PANCAKES PERFECTED
Registration Number:	5646211	SWEET CAKES-PANCAKES PERFECTED
Registration Number:	1362259	HUDDLEBURGER
Registration Number:	4906385	HUDDLE HOUSE
Registration Number:	3150142	
Registration Number:	3160999	
Registration Number:	5069983	HUDDLE UP REWARDS
Registration Number:	5069982	HUDDLE UP REWARDS
Registration Number:	5173119	PAULINE'S
Registration Number:	6383714	A ASCENT HOSPITALITY MANAGEMENT
Registration Number:	6383715	ASCENT HOSPITALITY MANAGEMENT
Registration Number:	6927823	HUDDLE REWARDS

CH \$1040.00 2912437

Property Type	Number	Word Mark
Registration Number:	6927824	HUDDLE REWARDS
Registration Number:	6926326	PAPA CORAZÓN'S QUESADILLAS
Registration Number:	2402101	HUDDLE HOUSE
Registration Number:	3874085	HUDDLE HOUSE
Registration Number:	3874086	HUDDLE HOUSE
Registration Number:	2422929	BIG HOUSE
Registration Number:	3980648	HUDDLE HAPPY
Registration Number:	4138379	HUDDLE HAPPY
Registration Number:	4271183	BIG RIG BREAKFAST
Registration Number:	4271182	BIG RIG MEALS
Registration Number:	4417027	MYPERKINS
Registration Number:	4566948	STRAWBERRY FRESH-TIVAL
Registration Number:	1897634	TREMENDOUS TWELVE
Registration Number:	1403560	PERKINS FAMILY RESTAURANT BAKERY
Registration Number:	1403558	PERKINS FAMILY RESTAURANT
Registration Number:	1464960	PERKINS FAMILY RESTAURANT BAKERY
Registration Number:	6800127	PERKINS
Registration Number:	2286891	KID PERKS
Registration Number:	2490366	PERKINS RESTAURANT & BAKERY
Registration Number:	2492247	PERKINS RESTAURANT & BAKERY
Registration Number:	1663533	MAGNIFICENT SEVEN
Registration Number:	1679722	PERKINS PROMISE
Registration Number:	1203149	PERKINS
Registration Number:	1751454	MAMMOTH MUFFIN
Registration Number:	1231484	PERKINS
Registration Number:	1243032	BOTTOMLESS POT OF COFFEE
Serial Number:	97612713	WELCOME TO HUDDLE HOUSE. YOUR HOUSE. YOU

**CORRESPONDENCE DATA**

Fax Number: 9494754754

*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: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 65430-00020

<b>NAME OF SUBMITTER:</b>	Stephanie Kann
<b>SIGNATURE:</b>	/stephanie kann/
<b>DATE SIGNED:</b>	08/21/2023
<b>Total Attachments: 9</b> source=Monarch - Huddle House - Trademark Security Agreement#page1.tif source=Monarch - Huddle House - Trademark Security Agreement#page2.tif source=Monarch - Huddle House - Trademark Security Agreement#page3.tif source=Monarch - Huddle House - Trademark Security Agreement#page4.tif source=Monarch - Huddle House - Trademark Security Agreement#page5.tif source=Monarch - Huddle House - Trademark Security Agreement#page6.tif source=Monarch - Huddle House - Trademark Security Agreement#page7.tif source=Monarch - Huddle House - Trademark Security Agreement#page8.tif source=Monarch - Huddle House - Trademark Security Agreement#page9.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of August 9, 2023 (this “*Agreement*”), among Huddle House, Inc., a Georgia corporation (“*HHI*”), Perkins LLC, a Delaware limited liability company, Ascent Hospitality Management LLC, a Delaware limited liability company and VBE LLC, a Delaware limited liability company (each a “*Grantor*”), and Acquiom Agency Services LLC, as collateral agent (in such capacity, the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of August 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “*Security Agreement*”), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined below) pursuant to the Credit Agreement, dated as of August 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “*Credit Agreement*”), by and among EH Franchising Holdco LLC, a Delaware limited liability company (“*Holdings*”), Ascent Hospitality Management LLC, a Delaware limited liability company (the “*Lead Borrower*” and together with HHI, collectively, the “*Borrower*”), the Subsidiary Parties party thereto, the Lenders from time to time party thereto, Acquiom Agency Services LLC and Seaport Loan Products, LLC, each as a co-administrative agent (in such capacity, collectively, the “*Administrative Agent*”) and the Collateral Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(d) of the Security Agreement, the parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

**SECTION 2. Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “*IP Collateral*”):

- i. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with (a) all goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past, present and future infringements, dilutions, or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world; but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use,” “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law; and
- ii. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

**SECTION 3. Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

**SECTION 5. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**GRANTORS:**

**HUDDLE HOUSE, INC.  
PERKINS LLC  
ASCENT HOSPITALITY MANAGEMENT  
LLC  
VBE LLC**

DocuSigned by:

Ronald M Di Nella

By: \_\_\_\_\_

9889CB1473234E0

Name: Ronald DiNella

Title: Treasurer and Chief Financial Officer

*[Signature Page to Trademark Security Agreement]*


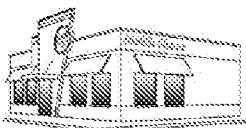

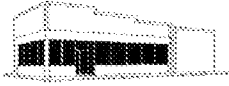
**TRADEMARK  
REEL: 008174 FRAME: 0078**

**ACQUIOM AGENCY SERVICES LLC**  
as the Collateral Agent





By:   
Name: Beth Cesari  
Title: Senior Director

**SCHEDULE I**

TRADEMARKS




REGISTERED OWNER	REGISTRATION NUMBER AND DATE	TRADEMARK
Huddle House, Inc.	2912437 Dec. 21, 2004	HUDDLE HOUSE (and design) <b>HUDDLE HOUSE</b>
Huddle House, Inc.	2912436 Dec. 21, 2004	HUDDLE HOUSE (and design) <b>HUDDLE HOUSE</b>
Huddle House, Inc.	5646210 Jan. 8, 2019	SWEET CAKES PANCAKES PERFECTED (and design) 
Huddle House, Inc.	5646211 Jan. 8, 2019	SWEET CAKES-PANCAKES PERFECTED
Huddle House, Inc.	1362259 Sept. 24, 1985	HUDDLEBURGER
Huddle House, Inc.	4906385 Feb. 23, 2016	HUDDLE HOUSE (and design) 
Huddle House, Inc.	3150142 Sept. 26, 2006	HUDDLE HOUSE INTERIOR BUILDING DESIGN 
Huddle House, Inc.	3160999 Oct. 17, 2006	HUDDLE HOUSE EXTERIOR BUILDING (and design) 
Huddle House, Inc.	5069983	HUDDLE UP REWARDS



	Oct. 25, 2016	
Huddle House, Inc.	5069982 Oct. 25, 2016	HUDDLE UP REWARDS (and design) 
Huddle House, Inc.	5173119 Mar. 28, 2017	PAULINE'S
Ascent Hospitality Management LLC	6383714 June 15, 2021	A ASCENT HOSPITALITY MANAGEMENT HORIZONTAL 
Ascent Hospitality Management LLC	6383715 June 15, 2021	A ASCENT HOSPITALITY MANAGEMENT CENTERED 
Huddle House, Inc.	6927823 Dec. 20, 2022	HUDDLE REWARDS
Huddle House, Inc.	6927824 Dec. 20, 2022	HUDDLE REWARDS (COLOR LOGO) 
VBE LLC	6926326 Dec. 13, 2022	PAPA CORAZÓN'S QUESADILLAS
Huddle House, Inc.	2402101 Nov. 7, 2000	HUDDLE HOUSE
Huddle House, Inc.	3874085 Nov. 9, 2010	HUDDLE HOUSE (and design)


Schedule I-2

**TRADEMARK**  
**REEL: 008174 FRAME: 0081**

		
Huddle House, Inc.	3874086 Nov. 9, 2010	HUDDLE HOUSE (and design)  <i>Huddle House</i>
Huddle House, Inc.	2422929 Jan. 23, 2001	BIG HOUSE
Huddle House, Inc.	3980648 June 21, 2011	HUDDLE HAPPY
Huddle House, Inc.	4138379 May 8, 2012	HUDDLE HAPPY (and design)  
Huddle House, Inc.	4271183 Jan. 8, 2013	BIG RIG BREAKFASTS
Huddle House, Inc.	4271182 Jan. 8, 2013	BIG RIG MEALS
Perkins LLC	4417027 Oct. 15, 2013	MYPERKINS
Perkins LLC	4566948 July 15, 2014	STRAWBERRY FRESH-TIVAL
Perkins LLC	1897634 June 6, 1995	TREMENDOUS TWELVE
Perkins LLC	1403560 July 29, 1986	PERKINS FAMILY RESTAURANT & BAKERY IN OVAL  
Perkins LLC	1403558 July 29, 1986	PERKINS FAMILY RESTAURANT AND DESIGN

Schedule I-3

**TRADEMARK**  
**REEL: 008174 FRAME: 0082**

		
Perkins LLC	1464960 Nov. 10, 1987	PERKINS FAMILY RESTAURANT BAKERY IN DOUBLE OVAL 
Perkins LLC	6800127 July 26, 2022	PERKINS
Perkins LLC	2286891 Oct. 19, 1999	KID PERKS
Perkins LLC	2490366 Sept. 18, 2001	PERKINS RESTAURANT & BAKERY
Perkins LLC	2492247 Sept. 25, 2001	PERKINS RESTAURANT & BAKERY IN DOUBLE OVAL 
Perkins LLC	1663533 Nov. 5, 1991	MAGNIFICENT SEVEN
Perkins LLC	1679722 Mar. 17, 1992	PERKINS PROMISE
Perkins LLC	1203149 July 27, 1982	PERKINS IN OVAL 
Perkins LLC	1751454 Feb. 9, 1993	MAMMOTH MUFFIN
Perkins LLC	1231484 Mar. 15, 1983	PERKINS IN SCRIPT 

Schedule I-4

**TRADEMARK**  
**REEL: 008174 FRAME: 0083**

Perkins LLC	1243032 June 21, 1983	BOTTOMLESS POT OF COFFE
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TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO. AND DATE	TRADEMARK
Huddle House, Inc.	97612713 Sep 29, 2022	2022 INTERIOR TRADE DRESS APPLICATION (and design) 