

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM838917

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900788732		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TM Restaurant Group LLC		07/26/2023	Limited Liability Company: DELAWARE
MACDADDY LLC		07/26/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P.		
<b>Street Address:</b>	2001 Ross Ave., Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4441390	SECRET STASH BASH	
<b>Registration Number:</b>	4476848	SOUTHERN HOME BREWER'S CHALLENGE	
<b>Registration Number:</b>	4437789	SOUTHERN HOME BREWER'S CHALLENGE	
<b>Registration Number:</b>	4770180	EST. 1979	
<b>Registration Number:</b>	3838977	BREWNIVERSITY	
<b>Registration Number:</b>	1584076	TACO MAC	
<b>Registration Number:</b>	6141379	EST. 1979	
<b>Registration Number:</b>	3196035	TACO MAC BUFFALO WINGS DRAUGHT EST. 1979	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>	4045723728		
<b>Email:</b>	AAmicoOlchaskey@KSLAW.com		
<b>Correspondent Name:</b>	Angela Amico Olchaskey		
<b>Address Line 1:</b>	1180 Peachtree Street, NE   Suite 1600		

<b>Address Line 4:</b>	Atlanta, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	14868.515156
<b>NAME OF SUBMITTER:</b>	Angela Amico Olchaskey
<b>SIGNATURE:</b>	/AngelaAmicoOlchaskey/
<b>DATE SIGNED:</b>	09/13/2023
<b>Total Attachments: 8</b> source=03 - Taco Mac - Trademark Security Agreement (#page1.tif source=03 - Taco Mac - Trademark Security Agreement (#page2.tif source=03 - Taco Mac - Trademark Security Agreement (#page3.tif source=03 - Taco Mac - Trademark Security Agreement (#page4.tif source=03 - Taco Mac - Trademark Security Agreement (#page5.tif source=03 - Taco Mac - Trademark Security Agreement (#page6.tif source=03 - Taco Mac - Trademark Security Agreement (#page7.tif source=03 - Taco Mac - Trademark Security Agreement (#page8.tif	

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of July 26, 2023, (this “**Agreement**”) by **TM RESTAURANT GROUP LLC**, a Delaware limited liability company and by **MACDADDY LLC**, a Delaware limited liability company (each a “**Grantor**” and together the “**Grantors**”), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, in its capacity as Collateral Agent (the “**Collateral Agent**”) for Lenders.

### WITNESSETH:

**WHEREAS**, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **TM RESTAURANT GROUP LLC** (“**Company**”), **TMAC ACQUISITION CO., LLC** (“**Holdings**”), certain Subsidiaries of Company, as Guarantors, the lenders party thereto from time to time (the “**Lenders**”), and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent, Collateral Agent and Lead Arranger, the Lenders have agreed to make certain Loans to the Company;

**WHEREAS**, Administrative Agent and Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantors hereby grant to Collateral Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
  - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use”

with respect thereto, 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 such intent-to-use trademark application under applicable federal law;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

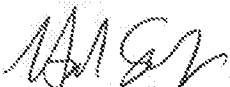
(d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
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 its Trademarks and Trademark Licenses subject to a security interest hereunder.
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.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to any conflict of laws principles.

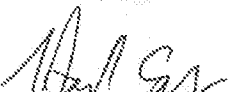
*[Remainder of Page Intentionally Left Blank]*

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

**TM RESTAURANT GROUP LLC**

By:   
Name: Harold Martin  
Title: Vice President

**MACDADDY, LLC**

By:   
Name: Harold Martin  
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,**  
as the Collateral Agent

By:   
Name: Justin Betzen  
Title: Authorized Signatory

**Schedule I**

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner/Company</u>
SECRET STASH BASH	85794911	12/5/2012	4441390	11/26/2013	TM RESTAURANT GROUP LLC
SOUTHERN HOME BREWER'S CHALLENGE	85767947	10/31/2012	4476848	2/4/2014	TM RESTAURANT GROUP LLC
SOUTHERN HOME BREWER'S CHALLENGE	85980171	10/31/2012	4437789	11/19/2013	TM RESTAURANT GROUP LLC
	86301480	6/5/2014	4770180	7/7/2015	MACDADDY, LLC
BREWNIVERSITY	77758818	6/12/2009	3838977	8/24/2010	MACDADDY, LLC
[TYPED WORD MARK] TACO MAC	73787109	3/13/1989	1584076	2/20/1990	MACDADDY, LLC
	88801164	2/18/2020	6141379	9/1/2020	MACDADDY, LLC
	78685873	8/4/2005	3196035	1/9/2007	MACDADDY, LLC