

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841174

<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>
Willie's Grill & Icehouse LLC		09/21/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Horizon Bank		
<b>Street Address:</b>	17851 N. 85th St., Suite 155		
<b>City:</b>	SCOTTSDALE		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85255		
<b>Entity Type:</b>	Chartered Bank: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6908565	ROOSTERS RUN	
<b>Serial Number:</b>	90470797	ROOSTERS RUN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023826070		
<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>	602-382-6000		
<b>Email:</b>	sschahn@swlaw.com		
<b>Correspondent Name:</b>	Snell & Wilmer L.L.P.		
<b>Address Line 1:</b>	One East Washington St., Suite 2700		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004		
<b>ATTORNEY DOCKET NUMBER:</b>	71982.00038		
<b>NAME OF SUBMITTER:</b>	Scott A. Schahn		
<b>SIGNATURE:</b>	/Scott A. Schahn/		
<b>DATE SIGNED:</b>	09/21/2023		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 21, 2023 (this "Agreement"), among each of the signatories hereto (collectively, the "Grantors") and FIRST HORIZON BANK, as Agent (in such capacity, the "Agent").

Reference is made to (a) the Credit Agreement dated as of June 21, 2019 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WILLIE'S GRILL & ICEHOUSE LLC, a Delaware limited liability company ("Borrower"), the lenders from time to time party thereto (the "Lenders") and the Agent and (b) the Collateral Agreement dated as of June 21, 2019 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Borrower, WILLIE'S GRILL & ICEHOUSE HOLDINGS LLC, a Delaware limited liability company ("Holdco"), the other grantors from time to time party thereto, and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.1 of the Collateral Agreement also apply to this Agreement.

2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by such Grantor (including all goodwill associated therewith), including those listed on Schedule I (the "Trademark Collateral").

3. Collateral Agreement. The Security Interest granted to the Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

4. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

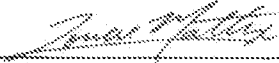
[SIGNATURE PAGES FOLLOW]

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

WILLIE'S GRILL & ICEHOUSE LLC

By:   
\_\_\_\_\_  
Fouad Bashour  
Chairman

FIRST HORIZON BANK, as Agent

By: 

Name: Lorrae Matix

Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARK COLLATERAL

Trademark	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
ROOSTERS RUN	90978067 01/17/2021	6908565 11/22/2022	Willie's Grill & Icehouse LLC
ROOSTERS RUN	90470797 01/17/2021	N/A	Willie's Grill & Icehouse LLC