

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM842488

<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>
SWENSONS DRIVE-IN RESTAURANTS, LLC		09/27/2023	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITAL SOUTHWEST CORPORATION		
<b>Street Address:</b>	8333 Douglas Avenue		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5249324	SWENSONS DRIVE IN	
<b>Registration Number:</b>	4183136	GALLEY BOY	
<b>Registration Number:</b>	5991276	SPRINT AND SMILE	
<b>Registration Number:</b>	2108898	SWENSONS DRIVE-IN RESTAURANTS	
<b>Registration Number:</b>	6337697	SWENSONS DRIVE-IN EST. 1934	
<b>Registration Number:</b>	2130114	SWENSONS	
<b>Registration Number:</b>	6002694		
<b>Registration Number:</b>	6081237	CURB SERVER	
<b>Registration Number:</b>	5641769	SALAD BOY	
<b>Serial Number:</b>	98046219	PHONE TO GRILL	
<b>Registration Number:</b>	6817843	SWENSONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2136201780		
<b>Email:</b>	rbugarin@sheppardmullin.com		
<b>Correspondent Name:</b>	Rosa Bugarin - Sheppard Mullin		
<b>Address Line 1:</b>	333 S Hope Street		

CH \$290.00 5249324

**Address Line 4:** Los Angeles, CALIFORNIA 90071-1422

**NAME OF SUBMITTER:** Rosa Bugarin

**SIGNATURE:** /Rosa Bugarin/

**DATE SIGNED:** 09/27/2023

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) dated as of September 27, 2023, is made by SWENSONS DRIVE-IN RESTAURANTS, LLC, an Ohio limited liability company (the “Grantor”), in favor of CAPITAL SOUTHWEST CORPORATION, as administrative agent (together with its successors and assigns, in such capacity, the “Administrative Agent”) for itself and the other Secured Parties.

**RECITALS**

WHEREAS, Grantor has entered into that certain Credit Agreement with the Administrative Agent, the lenders from time to time party thereto (collectively, the “Lenders”; and together with the Administrative Agent, collectively, the “Secured Parties”), dated as of the date hereof (as amended from time to time and as the same may be further amended, amended and restated, extended, replaced, supplemented or otherwise modified, the “Credit Agreement”); and

WHEREAS, under the terms of the Credit Agreement and the other Loan Documents, Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

**AGREEMENT**

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

SECTION 1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement, or if not therein, in the UCC. The following terms have the meanings set forth below:

“Copyrights” means (i) all registered copyrights in all Works, now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof.

“Patents” means (i) all letters patent of the United States or any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Trademarks” means (i) all registered trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in

connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code or under any similar Law of the United States, any state thereof, any other country or, in each case, any political subdivision thereof, or otherwise.

SECTION 2. **Grant of Security.** To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, Grantor hereby grants to the Administrative Agent, for itself and the benefit of the Secured Parties, a security interest in all of Grantor’s right, title, and interest in and to the following (the “Collateral”):

- (i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;
- (ii) all of its Trademarks, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (iii) all of its Copyrights, including, but not limited to, those set forth on Schedule C hereto;
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Recordation.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this Agreement.

SECTION 4. **Execution in Counterparts.** This 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 of this Agreement by facsimile or other electronic imaging means (e.g., “pdf” or “tif”) shall

be effective as delivery of a manually executed counterpart of this Agreement and shall be fully admissible in any enforcement proceedings regarding this Agreement.

SECTION 5. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the other Loan Documents. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Credit Agreement, the Credit Agreement shall control.

SECTION 6. **Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.** THE TERMS OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, WAIVER OF VENUE AND WAIVER OF JURY TRIAL (AND WHERE APPLICABLE, JUDICIAL REFERENCE) ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

*[Remainder of page intentionally left blank]*

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

GRANTOR:

SWENSONS DRIVE-IN RESTAURANTS, LLC

By: 

Name: Jeffrey Flowers

Title: Chief Executive Officer

(Signature Page to Intellectual Property Security Agreement)

SCHEDULE A  
TO  
IP SECURITY AGREEMENT

PATENTS

None.

(Exhibit A to Pledge and Security Agreement)

SMRH:4821-0835-0637

**TRADEMARK**  
**REEL: 008212 FRAME: 0059**

SCHEDULE B  
TO  
IP SECURITY AGREEMENT

TRADEMARKS

<b>Loan Party</b>	<b>Type of IP Right</b>	<b>Country</b>	<b>Application/Registration Number and Date</b>
Swensons Drive-In Restaurants, LLC	Trademark (SWENSONS DRIVE IN)	USA	87/200418 (10/12/2016) 5249324 (7/25/2017)
Swensons Drive-In Restaurants, LLC	Trademark (GALLEY BOY)	USA	85/491392 (12/9/2011) 4183136 (7/31/2012)
Swensons Drive-In Restaurants, LLC	Trademark (SPRINT AND SMILE)	USA	88/603446 (9/4/2019) 5991276 (2/18/2020)
Swensons Drive-In Restaurants, LLC	Trademark (SWENSONS DRIVE-IN RESTAURANTS and Design)	USA	75/177731 (10/7/1996) 2108898 (10/28/1997)
Swensons Drive-In Restaurants, LLC	Trademark (SWENSONS EST. 1934 DRIVE-IN and Design)	USA	88/532616 (7/24/2019) 6337697 (5/4/2021)
Swensons Drive-In Restaurants, LLC	Trademark (SWENSONS Stylized)	USA	75/178102 (10/7/1996) 2130114 (1/20/1998)
Swensons Drive-In Restaurants, LLC	Trademark (Olive Design)	USA	88/629795 (9/25/2019) 6002694 (3/3/2020)
Swensons Drive-In Restaurants, LLC	Trademark (CURB SERVER)	USA	88/341454 (3/15/2019) 6081237 (6/16/2020)
Swensons Drive-In Restaurants, LLC	Trademark (SALAD BOY)	USA	87/897417 (4/27/2018) 5641769 (1/1/2019)
Swensons Drive-In Restaurants, LLC	Trademark (LIGHTS ON FOR SERVICE)	Indiana	N/a (6/19/2023) 2023000027450 (6/19/2023)
Swensons Drive-In Restaurants, LLC	Trademark (LIGHTS ON FOR SERVICE)	Ohio	N/a 4369640 (8/15/2019)
Swensons Drive-In Restaurants, LLC	Trademark (PHONE TO GRILL)	USA	98/046219 (6/16/2023) Pending
Swensons Drive-In Restaurants, LLC	Trademark (OHIO and Design)	Indiana	N/a (6/22/2023) 2023000027458 (6/22/2023)

(Exhibit B to Pledge and Security Agreement)



<b>Loan Party</b>	<b>Type of IP Right</b>	<b>Country</b>	<b>Application/Registration Number and Date</b>
Swensons Drive-In Restaurants, LLC	Trademark (POTATO TEEZERS)	Indiana	N/a (6/19/2023) 2023000027451 (6/19/2023)
Swensons Drive-In Restaurants, LLC	Trademark (POTATO TEEZERS)	Ohio	N/a 4367120 (8/7/2019)
Swensons Drive-In Restaurants, LLC	Trademark (SWENSONS)	USA	90/693875 (5/6/2021) 6817843 (8/16/2022)
Swensons Drive-In Restaurants, LLC	Trademark (SWENSONS)	Ohio	N/a RN222497 (9/20/1996)
Swensons Drive-In Restaurants, LLC	Trademark (SWENSONS)	Ohio	N/a 3949748 (10/12/2016)
Swensons Drive-In Restaurants, LLC	Trademark (SWENSON'S)	Ohio	N/a RN160887 (8/6/1992)
Swensons Drive-In Restaurants, LLC	Trademark (FLORIDA)	Ohio	N/a 4367119 (8/7/2019)
Swensons Drive-In Restaurants, LLC	Trademark (CALIFORNIA)	Ohio	N/a 4367118 (8/7/2019)
Swensons Drive-In Restaurants, LLC	Trademark (A drawing of a stuffed olive pierced with a toothpick)	Ohio	N/a 4378826 (9/11/2019)
Swensons Drive-In Restaurants, LLC	Trademark (A stuffed olive pierced with a toothpick on top of a sandwich)	Ohio	N/a 4378830 (9/11/2019)
Swensons Drive-In Restaurants, LLC	Trademark (FLORIDA and Design)	Indiana	N/a (6/22/2023) 2023000027457 (6/22/2023)
Swensons Drive-In Restaurants, LLC	Trademark (CALIFORNIA and Design)	Indiana	N/a (6/22/2023) 2023000027456 (6/22/2023)

(Exhibit B to Pledge and Security Agreement)

SCHEDULE C  
TO  
IP SECURITY AGREEMENT

COPYRIGHTS

None.

(Exhibit C to Pledge and Security Agreement)

SMRH:4821-0835-0637

**RECORDED: 09/27/2023**

**TRADEMARK  
REEL: 008212 FRAME: 0062**