

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fogo de Chão (Holdings) Inc.		09/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	1 Columbus Circle		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: NEW YORK		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4586107	BAR FOGO	
Registration Number:	2968381	FOGO	
Registration Number:	4251663	FOGO DE CHÃO	
Registration Number:	4250648	FOGO DE CHÃO	
Registration Number:	6608836	FOGO DE CHÃO	
Registration Number:	6608835	FOGO DE CHAO	
Registration Number:	2170468	FOGO DE CHAO	
Registration Number:	2170469	FOGO DE CHAO	
Registration Number:	4335350	FOGO DE CHAO FOGO DE CHÃO CHURRASCARIA B	
Registration Number:	4251664	FOGO DE CHAO FOGO DE CHÃO CHURRASCARIA B	
Registration Number:	5814049	FOGO MARKET	
Registration Number:	5814050	FOGO MARKET	
Registration Number:	6315841	FOGO TO GO	
Registration Number:	6852839	JORJÃO	
Registration Number:	6873097	JORJÃO	
Registration Number:	2563002		
Registration Number:	2905466		
Registration Number:	2534254	THE GAUCHO WAY OF PREPARING MEAT	

OP \$465.00 4586107

CORRESPONDENCE DATA**Fax Number:**

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2131548 TM
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	09/28/2023

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of September 28, 2023 (this “Agreement”), is made by Fogo de Chão (Holdings) Inc., a Delaware corporation (the “Grantor”), in favor of Deutsche Bank AG New York Branch, as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of September 28, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Credit Agreement”), among BCPE Grill Intermediate, Inc., a Delaware corporation (“Holdings”), BCPE Grill Parent, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, Deutsche Bank AG New York Branch, as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to Holdings, the Borrower and the other Restricted Subsidiaries, as applicable, upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any other Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the Security Agreement, dated as of September 28, 2023 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Security Agreement”), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and each Letter of Credit Issuer to make their respective Extensions of Credit to the Borrower and the Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks to the extent owned by the Grantor, that are not Excluded Property (including, without

limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Trademarks Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of the Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

FOGO DE CHÃO (HOLDINGS) INC.,
as a Grantor

By: 
Name: Anthony Laday
Title: Chief Financial Officer

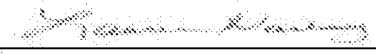
[Grant of Security Interest in Trademark]

TRADEMARK
REEL: 008212 FRAME: 0876

DEUTSCHE BANK AG NEW YORK
BRANCH,
as the Collateral Agent

By: 

Name: Phil Tanorra
Title: Director

By: 

Name: Lauren Danbury
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date
BAR FOGO	86099278	10/23/2013	4586107	8/12/2014
FOGO	78245834	5/5/2003	2968381	7/12/2005
FOGO DE CHÃO	85975613	2/24/2011	4251663	11/27/2012
FOGO DE CHÃO	85250439	2/24/2011	4250648	11/27/2012
FOGO DE CHÃO	88434177	5/16/2019	6608836	1/4/2022
FOGO DE CHAO & Design	88434131	5/16/2019	6608835	1/4/2022
FOGO DE CHAO & Design	75977083	10/9/1996	2170468	6/30/1998
FOGO DE CHAO (Stylized)	75977084	9/20/1996	2170469	6/30/1998
FOGO DE CHAO FOGO DE CHÃO CHURRA SCARIA BRAZILIAN STEAKHOUSE & Design	85250470	2/24/2011	4335350	5/14/2013
FOGO DE CHAO FOGO DE CHÃO	85975614	2/24/2011	4251664	11/27/2012

CHURRA SCARIA BRAZILI AN STEAKH OUSE & Design				
FOGO MARKET	87475928	6/5/2017	5814049	7/23/2019
FOGO MARKET (Stylized)	87475937	6/5/2017	5814050	7/23/2019
FOGO TO GO	87328634	2/8/2017	6315841	4/6/2021
JORJÃO	88596517	8/28/2019	6852839	9/20/2022
JORJÃO (STYLISE D) & DESIGN	88596534	8/28/2019	6873097	10/11/202 2
Miscellane ous Design - Building Facade	76026274	4/13/2000	2563002	4/23/2002
Miscellane ous Design - Skewers and Campfire	76284862	7/13/2001	2905466	11/30/200 4
THE GAUCHO WAY OF PREPARI NG MEAT	76284863	7/13/2001	2534254	1/29/2002