

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STONEFIRE GRILL, INC.		10/20/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	One East Washington Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5741557	NOURISHING AN EVEN BETTER EVERYDAY	
Registration Number:	5660641	FAMILY VALUE	
Registration Number:	3716351	STONEFIRE GRILL	
Registration Number:	3716350	RATTLER'S BAR B QUE	
Registration Number:	2880327	STONEFIRE GRILL	
Registration Number:	7099470	ALFRESTO	
Registration Number:	7100575	SFG WOOD FIRED SCRATCH MADE EST 2000	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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>			
Phone:	6124926842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	10/20/2023		

OP \$190.00 5741557

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of October 20, 2023, is made by Stonefire Grill, Inc., a California corporation (“**Grantor**”) in favor of Western Alliance Bank, an Arizona corporation (“**Lender**”).

Grantor and Lender have entered into (i) that certain Loan Agreement, dated as of October 20, 2023 (hereinafter, as it may be from time to time amended, restated, amended and restated, modified, extended, renewed, substituted, and/or supplemented, the “**Credit Agreement**”), and (ii) that certain Pledge and Security Agreement, dated of October 20, 2023 (hereinafter, as it may be from time to time amended, restated, amended and restated, modified, extended, renewed, substituted, and/or supplemented, referred to as the “**Security Agreement**”).

Under the terms of the Credit Agreement and Security Agreement, Grantor has granted to Lender a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with the United States Patent and Trademark Office.

Grantor and Lender therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) The United States federally registered trademark registrations and trademark applications set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”) excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all use of the Trademarks by the Guarantors (as defined in the Credit Agreement); and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; *provided* that no security interest shall be granted in any Excluded Property (as defined in the Security Agreement).

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Lender's request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the Security Agreement, which are hereby incorporated by reference. The provisions of the Credit Agreement and the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of California, without regard to conflict of laws principles.

[signature page to follow]

Grantor and Lender have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

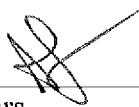
LENDER:

WESTERN ALLIANCE BANK, an Arizona
corporation

By: _____

Name: Isaiah Sears

Title: Vice President



Grantor and Lender have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

GRANTOR:

STONEFIRE GRILL, INC.

By: 

Name: Daniel Bonoff

Its: President

Signature Page to Trademark Security Agreement (Stonefire Grill, Inc.)

TRADEMARK
REEL: 008234 FRAME: 0216

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Trademark	Registration #	Filing Date	Owner
NOURISHING AN EVEN BETTER EVERYDAY	5741557	April 30, 2019	Stonefire Grill, Inc.
FAMILY VALUE	5660641	January 22, 2019	Stonefire Grill, Inc.
STONEFIRE GRILL and Design	3716351	November 24, 2009	Stonefire Grill, Inc.
RATTLER'S BAR B QUE	3716350	November 24, 2009	Stonefire Grill, Inc.
STONEFIRE GRILL	2880327	August 31, 2004	Stonefire Grill, Inc.
ALFRESTO	7099470	July 4, 2023	Stonefire Grill, Inc.
SFG WOOD FIRE SCRATCH MADE EST 2000 and Design	7100575	July 4, 2023	Stonefire Grill, Inc.