

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OS Salesco, LLC		11/06/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	First National Bank of Omaha		
Street Address:	1620 Dodge Street		
Internal Address:	Stop 3306		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68197		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2290535	OS SALESICO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4023413040		
Email:	ccadwallader@mcgrathnorth.com		
Correspondent Name:	Clint D. Cadwallader		
Address Line 1:	1601 Dodge St, Suite 3700		
Address Line 2:	First National Tower		
Address Line 4:	Omaha, NEBRASKA 68102		
NAME OF SUBMITTER:	Clint D. Cadwallader		
SIGNATURE:	/Clint D. Cadwallader/		
DATE SIGNED:	11/16/2023		
Total Attachments: 11			
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GRANT OF SECURITY INTEREST (TRADEMARKS)

THIS GRANT OF SECURITY INTEREST (TRADEMARKS) (as amended, supplemented, modified or restated from time to time, this "Agreement"), dated as of November 6, 2023, is executed by EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AS GRANTORS (each a "Grantor" and collectively, the "Grantors"), in favor of FIRST NATIONAL BANK OF OMAHA, a national banking association, under the Credit Agreement referred to below (in such capacity, together with any successor administrative agent appointed pursuant to the Credit Agreement, the "Administrative Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Credit Agreement (as defined below).

A. Pursuant to that certain Credit Agreement dated as of even date herewith (as amended, supplemented, modified or restated from time to time, the "Credit Agreement") by and among Omaha Steaks Holdings, LLC, a Delaware limited liability company (the "Borrower"), the Guarantors party thereto, the Lenders party thereto and First National Bank of Omaha, in its capacity as the Administrative Agent, Swingline Loan Lender and Issuing Lender, the Secured Parties have agreed to provide to the Borrower certain credit facilities.

B. It is a condition precedent to the Secured Parties' obligations to make and maintain such extensions of credit that the Grantors shall have executed and delivered this Agreement to the Administrative Agent.

C. The Grantors have adopted, used and are using the trademarks, more particularly described on Schedules 1-A and 1-B attached hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

D. The Grantors, among other debtors, and the Administrative Agent have entered into a Security Agreement dated as of even date herewith (as amended, supplemented, modified or restated from time to time, the "Security Agreement").

E. Pursuant to the Security Agreement, the Grantors have granted to the Administrative Agent for the benefit of the Secured Parties a security interest in all right, title and interest of the Grantors in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantors do hereby further pledge and grant to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of the right, title, and interest of Grantors in, to, and under the Collateral and the following property (to the extent constituting Collateral (as defined in the Security Agreement)), to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement):

(a) the Trademarks, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof, excluding only United States

intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantors 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 of the foregoing; 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, dilution, 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.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Grantors authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Administrative Agent.

The Administrative Agent's address is:


First National Bank of Omaha
1620 Dodge Street, Stop 3306
Omaha, Nebraska 68197
Attention: Matthew J. Meyer
E-Mail: matthewmeyer@fnbo.com
Facsimile No.: (402) 602-3143

[Signature Page Follows]


IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed as of the day and year first written above.

GRANTORS:

**OMAHA STEAKS INTERNATIONAL,
LLC**

By: 
Name: Rolland Johns
Title: Chief Financial Officer



OS SALESCO, LLC

By: 
Name: Rolland Johns
Title: Chief Financial Officer



[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST (TRADEMARKS)]


SCHEDULE 1-A TO GRANT OF SECURITY INTEREST (TRADEMARKS)




TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Current Owner of Record
BEEF RIBEYE CROWN STEAKS	USA	90280526 27-OCT-2020	6438344 03-AUG-2021	29	OMAHA STEAKS INTERNATIONAL, INC.
STEAK WITHOUT COMPROMISE	USA	90097105 06-AUG-2020	6300145 23-MAR-2021	29 35	OMAHA STEAKS INTERNATIONAL, INC.
AMERICA'S ORIGINAL BUTCHER OMAHA STEAKS SINCE 1917 	USA	88308198 20-FEB-2019	6741873 31-MAY-2022	29	OMAHA STEAKS INTERNATIONAL, INC.
AMERICA'S ORIGINAL BUTCHER OMAHA STEAKS SINCE 1917 	USA	88308204 20-FEB-2019	6741874 31-MAY-2022	35	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA CUT RIBEYE	USA	88257380 10-JAN-2019	6241801 05-JAN-2021	29	OMAHA STEAKS INTERNATIONAL, INC.
NO PREP. NO WORK. NO WORRIES.	USA	87562150 09-AUG-2017	5427467 20-MAR-2018	35	OMAHA STEAKS INTERNATIONAL, INC.
AUTO-SHIP & SAVE OMAHA STEAKS	USA	87498858 21-JUN-2017	5520885 17-JUL-2018	35	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS KITCHEN SUPPLY	USA	87428181 27-APR-2017	5335377 14-NOV-2017	35	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS	USA	87428201 27-APR-2017	5349660 05-DEC-2017	8 11 18 21 25	OMAHA STEAKS INTERNATIONAL, INC.
DINNER, SOLVED!	USA	87397476 04-APR-2017	5286353 12-SEP-2017	35	OMAHA STEAKS INTERNATIONAL, INC.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Current Owner of Record
MARKET FRESH, NO MARKET NEEDED	USA	87365055 09-MAR- 2017	5514780 10-JUL-2018	35	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS - AMERICA'S ORIGINAL BUTCHER	USA	87365128 09-MAR- 2017	5656468 15-JAN-2019	35	OMAHA STEAKS INTERNATIONAL, INC.
AMERICA'S ORIGINAL BUTCHER	USA	87365149 09-MAR- 2017	5537462 07-AUG-2018	29	OMAHA STEAKS INTERNATIONAL, INC.
SNACK WITH AMERICA'S ORIGINAL BUTCHER	USA	87365198 09-MAR- 2017	5454798 24-APR-2018	29	OMAHA STEAKS INTERNATIONAL, INC.
THE DAD DEPARTMENT	USA	86909146 16-FEB-2016	5219426 06-JUN-2017	35 41	OMAHA STEAKS INTERNATIONAL, INC.
KING CUT	USA	86679313 30-JUN-2015	4957619 10-MAY-2016	29	OMAHA STEAKS INTERNATIONAL, INC.
THE KING'S COURT	USA	86671580 23-JUN-2015	5042366 13-SEP-2016	29	OMAHA STEAKS INTERNATIONAL, INC.
OFFICIAL SPONSOR OF DADS	USA	86539242 19-FEB-2015	4965850 24-MAY-2016	35	OMAHA STEAKS INTERNATIONAL, INC.
T-BONES NOT TIES	USA	86302554 06-JUN-2014	4788485 11-AUG-2015	35	OMAHA STEAKS INTERNATIONAL, INC.
STEAKLOVER REWARDS	USA	86232261 26-MAR- 2014	4713932 31-MAR-2015	35	OMAHA STEAKS INTERNATIONAL, INC.
PRIME RESERVE	USA	86224201 18-MAR- 2014	5087016 22-NOV-2016	35	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS PRIME RESERVE	USA	86224218 18-MAR- 2014	5055023 04-OCT-2016	29 35	OMAHA STEAKS INTERNATIONAL, INC.
STEAKS FOR GOOD	USA	85971508 27-JUN-2013	4565436 08-JUL-2014	35	OMAHA STEAKS INTERNATIONAL, INC.
HEARTLAND QUALITY	USA	85816597 07-JAN-2013	4406055 24-SEP-2013	29	OMAHA STEAKS INTERNATIONAL, INC.
HEARTLAND QUALITY	USA	85816600 07-JAN-2013	4380281 06-AUG-2013	30	OMAHA STEAKS INTERNATIONAL, INC.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Current Owner of Record
HEARTLAND QUALITY	USA	85816602 07-JAN-2013	4380282 06-AUG-2013	35	OMAHA STEAKS INTERNATIONAL, INC.
HEARTLAND QUALITY	USA	85816604 07-JAN-2013	4380283 06-AUG-2013	43	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS PRIVATE RESERVE	USA	85811129 27-DEC-2012	5045810 20-SEP-2016	29	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS PRIVATE RESERVE	USA	85811140 27-DEC-2012	5045811 20-SEP-2016	30	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS PRIVATE RESERVE	USA	85811146 27-DEC-2012	4379960 06-AUG-2013	35	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS PRIVATE RESERVE 	USA	85383663 28-JUL-2011	4325113 23-APR-2013	29	OMAHA STEAKS INTERNATIONAL, INC.
PRIVATE RESERVE	USA	85383683 28-JUL-2011	4822316 29-SEP-2015	29	OMAHA STEAKS INTERNATIONAL, INC.
WORLD PORT SEAFOOD 	USA	85382242 27-JUL-2011	4102509 21-FEB-2012	35	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS	USA	85319059 12-MAY- 2011	4250829 27-NOV-2012	35 43	OMAHA STEAKS INTERNATIONAL, INC.
HEARTLAND QUALITY OMAHA STEAKS SINCE 1917 	USA	85319082 12-MAY- 2011	4250830 27-NOV-2012	35 43	OMAHA STEAKS INTERNATIONAL, INC.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Current Owner of Record
OFFICIAL SPONSOR OF TAILGATING	USA	85319086 12-MAY- 2011	4250831 27-NOV-2012	35 43	OMAHA STEAKS INTERNATIONAL, INC.
STEAKDEALS	USA	85286144 05-APR-2011	4151418 29-MAY-2012	35	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA FRESH ANGUS BY OMAHA STEAKS	USA	85153479 15-OCT-2010	4172329 10-JUL-2012	29	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA FRESH BY OMAHA STEAKS	USA	85153496 15-OCT-2010	4172330 10-JUL-2012	29	OMAHA STEAKS INTERNATIONAL, INC.
STEAKBYTES	USA	85120764 01-SEP-2010	3954672 03-MAY-2011	41	OMAHA STEAKS INTERNATIONAL, INC.
OFFICIAL SPONSOR OF TAILGATING	USA	85037718 13-MAY- 2010	3999437 19-JUL-2011	35	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS PRIVATE RESERVE 	USA	77853788 21-OCT-2009	3799411 08-JUN-2010	30 35	OMAHA STEAKS INTERNATIONAL, INC.
PRIVATE RESERVE	USA	77853799 21-OCT-2009	3909855 25-JAN-2011	30 35	OMAHA STEAKS INTERNATIONAL, INC.
GIVE A LITTLE TENDERNESS	USA	77843340 07-OCT-2009	3912036 25-JAN-2011	35	OMAHA STEAKS INTERNATIONAL, INC.
WORLD PORT SEAFOOD	USA	77748780 01-JUN-2009	3929253 08-MAR-2011	29 30 35	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS	USA	77731765 07-MAY- 2009	3774260 13-APR-2010	29 30 35	OMAHA STEAKS INTERNATIONAL, INC.
GIVE. SAVOR. CELEBRATE.	USA	77656295 26-JAN-2009	3785784 04-MAY-2010	35	OMAHA STEAKS INTERNATIONAL, INC.
HEARTLAND QUALITY OMAHA STEAKS SINCE 1917 	USA	77613768 13-NOV-2008	3768690 30-MAR-2010	29 30 35	OMAHA STEAKS INTERNATIONAL, INC.



Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Current Owner of Record
SERVE WITH PRIDE	USA	77607195 04-NOV-2008	3729708 22-DEC-2009	29 30	OMAHA STEAKS INTERNATIONAL, INC.
PREPARE TO SMILE	USA	77607209 04-NOV-2008	3729709 22-DEC-2009	29 30	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS PRIVATE RESERVE 	USA	77566409 10-SEP-2008	3758608 09-MAR-2010	29	OMAHA STEAKS INTERNATIONAL, INC.
WHY GRILLS EXIST	USA	77470189 09-MAY- 2008	3680917 08-SEP-2009	35	OMAHA STEAKS INTERNATIONAL, INC.
STEAK TREATS	USA	76551294 24-SEP-2003	2916793 04-JAN-2005	31	OMAHA STEAKS INTERNATIONAL, INC.
PREMIUM HEARTLAND QUALITY OMAHA STEAKS STORES 	USA	78207757 28-JAN-2003	2893159 12-OCT-2004	35	OMAHA STEAKS INTERNATIONAL, INC.
PREMIUM HEARTLAND QUALITY OMAHA STEAKS SINCE 1917 	USA	78207792 28-JAN-2003	2840193 11-MAY-2004	29 30 35	OMAHA STEAKS INTERNATIONAL, INC.
TRIPLE- TRIMMED	USA	76459986 21-OCT-2002	3005347 11-OCT-2005	29	OMAHA STEAKS INTERNATIONAL, INC.
WE PROVIDE THE MEALS, YOU PROVIDE THE MEMORIES	USA	76155682 30-OCT-2000	2613374 27-AUG-2002	29 30 35	OMAHA STEAKS INTERNATIONAL, INC.
A LA ZING	USA	76117118 28-AUG-2000	2599010 23-JUL-2002	29 30 35	OMAHA STEAKS INTERNATIONAL, INC.
OMAHASTEAK S.COM	USA	75634292 08-FEB-1999	2414603 19-DEC-2000	42	OMAHA STEAKS INTERNATIONAL, INC.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Current Owner of Record
OS SALESCO	USA	75421899 22-JAN-1998	2290535 02-NOV-1999	29 35	OS SALESCO, LLC
OMAHA STEAK BUCK	USA	75353238 08-SEP-1997	2256514 29-JUN-1999	16	OMAHA STEAKS INTERNATIONAL, INC.
WE WROTE THE BOOK ON BEEF	USA	75324060 14-JUL-1997	2402336 07-NOV-2000	16 35 42	OMAHA STEAKS INTERNATIONAL, INC.
WE WROTE THE BOOK ON STEAK	USA	75203185 25-NOV-1996	2192703 29-SEP-1998	35 42	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS	USA	75201990 21-NOV-1996	2140390 03-MAR-1998	30	OMAHA STEAKS INTERNATIONAL, INC.
PRIVATE RESERVE	USA	75136978 22-JUL-1996	2145384 17-MAR-1998	29	OMAHA STEAKS INTERNATIONAL, INC.
THE STEAK LOVER'S COMPANION	USA	75119738 17-JUN-1996	2086604 05-AUG-1997	16	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKHOUSE	USA	75035831 22-DEC-1995	2107754 21-OCT-1997	42	OMAHA STEAKS INTERNATIONAL, INC.
PREMIUM HEARTLAND QUALITY	USA	75015294 06-NOV-1995	2086413 05-AUG-1997	35	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS ANGUS	USA	74669660 04-MAY- 1995	2002499 24-SEP-1996	29	OMAHA STEAKS INTERNATIONAL
OMAHA STEAK HOUSE	USA	74472859 27-DEC-1993	2067438 03-JUN-1997	42	OMAHA STEAKS INTERNATIONAL, INC.
TRY A LITTLE TENDERNESS	USA	74241761 30-JAN-1992	1719218 22-SEP-1992	42	OMAHA STEAKS INTERNATIONAL, INC.
FROM THE HEART OF BEEF COUNTRY, U.S.A.	USA	74234420 31-DEC-1991	1728445 27-OCT-1992	42	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS	USA	74158733 19-APR-1991	1674686 04-FEB-1992	42	OMAHA STEAKS INTERNATIONAL, INC.
PRIDE OF NEBRASKA	USA	73778503 03-FEB-1989	1562396 24-OCT-1989	29	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS FOODSERVICE	USA	73711908 18-FEB-1988	1555215 05-SEP-1989	42	OMAHA STEAKS INTERNATIONAL, INC.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Current Owner of Record
OMAHA STEAKS	USA	73697700 27-NOV-1987	1515602 06-DEC-1988	29	OMAHA STEAKS INTERNATIONAL, INC.
OMAHA STEAKS	USA	73616747 25-AUG-1986	1458802 22-SEP-1987	42	OMAHA STEAKS INTERNATIONAL, INC.

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST (TRADEMARKS)

TRADEMARK APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Class/es	Current Owner of Record
BORN TO BE STYLED	USA	97884774 12-APR-2023	—	35	OMAHA STEAKS INTERNATIONAL, INC.
BURG DIFFERENT	USA	97884768 12-APR-2023	—	35	OMAHA STEAKS INTERNATIONAL, INC.
PUROUND	USA	97644612 24-OCT-2022	—	29	OMAHA STEAKS INTERNATIONAL, INC.
PURE GROUND SINGLE ORIGIN BEEF 	USA	97644608 24-OCT-2022	—	29	OMAHA STEAKS INTERNATIONAL, INC.
PURE GROUND SINGLE ORIGIN BURGERS 	USA	97644603 24-OCT-2022	—	29	OMAHA STEAKS INTERNATIONAL, INC.
PERFECTLYCO LD	USA	97627474 11-OCT-2022	—	5 9	OMAHA STEAKS INTERNATIONAL, INC.