

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newk's Franchise Company, LLC		11/16/2023	Limited Liability Company: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Truist Bank, successor by merger to SunTrust Bank, as Administrative Agent		
Street Address:	211 Perimeter Center Parkway Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6102210	WHOLESOME IS THE NEW HEALTHY	
Registration Number:	6100899	NEWK'S "Q"	
Registration Number:	5969160	FEED WHAT MATTERS	
Registration Number:	5867847	OUR KITCHEN IS AN OPEN BOOK	
Registration Number:	5244239	NEWK'S EATERY	
Registration Number:	5244238	NEWK'S EATERY	
Registration Number:	5244237	NEWK'S EATERY	
Registration Number:	5244235	NEWK'S EATERY	
Registration Number:	4146769		
Registration Number:	4546126	NEWK'S EATERY	
Registration Number:	3757278	NEWK'S	
Registration Number:	3678588	THE DEBRA	
Registration Number:	3707521	NEWK'S "Q"	
Serial Number:	98062472	NEWKIE	
Serial Number:	98208386	HOME OF THE Q SAUCE	
Serial Number:	98176308	HOME OF THE Q SAUCE	
Serial Number:	97711791	EXTRA WITH EVERY BITE	
CORRESPONDENCE DATA			

CH \$440.00 6102210

Fax Number: 4045725100

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: 4045723428

Email: AAmicoOlchaskey@KSLAW.com

Correspondent Name: Angela Amico Olchaskey

Address Line 1: 1180 Peachtree Street, NE | Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990.515120
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NAME OF SUBMITTER:	Angela Amico Olchaskey
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SIGNATURE:	/AngelaAmicoOlchaskey/
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DATE SIGNED:	11/16/2023
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Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2023 (this “Trademark Security Agreement”), is made by NEWK’S FRANCHISE COMPANY, LLC, a Mississippi limited liability company (the “Grantor”), in favor of TRUIST BANK, successor by merger to Suntrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Creditors (as defined in the Security Agreement referred to below).

WHEREAS, FSC FRANCHISE CO., LLC, a Delaware limited liability company (“FSC Borrower”), NEWK’S HOLDING COMPANY, LLC, a Mississippi limited liability company (“Newk’s Borrower”) and together with FSC Borrower, collectively, the “Borrowers”) the Grantor, the guarantors from time to time party thereto, the lenders from time to time party thereto, and the Administrative Agent have entered into that certain Amended and Restated Credit Agreement, dated as of November 16, 2023 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Subsidiaries, including the Grantor, have entered into the Amended and Restated Security Agreement, dated as of November 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Creditors; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agree as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Creditors, and grants to the Administrative Agent for the benefit of the Secured Creditors a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its trademarks referred to on Schedule I hereto; *provided, however*, that the foregoing grant of security interest will only cover United States “intent to use” trademark applications for which a verified statement of use or an amendment to allege use has been filed with and accepted by the United States Patent and Trademark Office;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Grantor Remain Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and trademark licenses subject to a security interest hereunder.

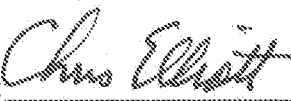
Section 5 **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without giving effect to the conflict of law principles thereof).

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

GRANTOR:

NEWK'S FRANCHISE COMPANY, LLC,
a Mississippi limited liability company

By: 

Name: Chris Elliott

Title: Vice President

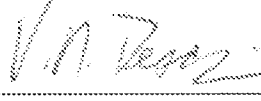
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008261 FRAME: 0032

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent

By:  _____





Name: Vinay Desai

Title: Managing Director


SCHEDULE I

Trademarks

A. REGISTERED TRADEMARKS

Mark	Country	Serial No. and Filing Date	Reg. No. and Reg. Date	Owner/Grantor
WHOLESOME IS THE NEW HEALTHY	US	88784984 02/04/2020	6102210 07/14/2020	Newk's Franchise Company, LLC
NEWK'S "Q"	US	88737488 12/23/2019	6100899 07/14/2020	Newk's Franchise Company, LLC
FEED WHAT MATTERS	US	88377263 04/09/2019	5969160 01/21/2020	Newk's Franchise Company, LLC
OUR KITCHEN IS AN OPEN BOOK	US	88344799 03/18/2019	5867847 09/24/2019	Newk's Franchise Company, LLC
	US	87066323 06/09/2016	5244239 07/18/2017	Newk's Franchise Company, LLC
	US	87066269 06/09/2016	5244238 07/18/2017	Newk's Franchise Company, LLC
	US	87066216 06/09/2016	5244237 07/18/2017	Newk's Franchise Company, LLC
	US	87066160 06/09/2016	5244235 07/18/2017	Newk's Franchise Company, LLC
"WE CATER ... YOU PARTY"	US	85436199 09/30/2011	4146769 05/29/2012	Newk's Franchise Company, LLC
Newk's Eatery	US	85851407 02/15/2013	4546126 06/10/2014	Newk's Franchise Company, LLC
Newk's	US	77787309 07/22/2009	3757278 03/09/2010	Newk's Franchise Company, LLC
THE DEBRA	US	77534842 07/30/2008	3678588 09/08/2009	Newk's Franchise Company, LLC
NEWK'S "Q"	US	77534693 07/30/2008	3707521 11/10/2009	Newk's Franchise Company, LLC

B. TRADEMARK APPLICATIONS

Trademark	Country	Serial No. and Filing Date	Reg. No. and Reg. Date	Owner/Grantor
NEWKIE	US	98062472 06/28/2023	N/A	Newk's Franchise Company, LLC
	US	9820386 10/03/2023	N/A	Newk's Franchise Company, LLC
HOME OF THE Q SAUCE	US	98176308 09/12/2023	N/A	Newk's Franchise Company, LLC
EXTRA WITH EVERY BITE	US	97711791 12/9/2022	N/A	Newk's Franchise Company, LLC