

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM854824

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED GRANT OF A SECURITY INTEREST - TRADEMARKS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Café Zupas, L.C.		11/20/2023	Limited Liability Company: UTAH
Zullas, L.C.		11/20/2023	Limited Liability Company: UTAH

## RECEIVING PARTY DATA

<b>Name:</b>	Gladstone Capital Corporation, as Agent
<b>Street Address:</b>	1521 Westbranch Drive, Suite 100
<b>City:</b>	MCLEAN
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	22102
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	5568048	CAFÉ ZUPAS
Registration Number:	3286336	CAFÉ ZUPAS
Registration Number:	4083292	CAFÉ ZUPAS
Registration Number:	5568069	CAFÉ ZUPAS
Registration Number:	5326032	HOUSE-MADE
Registration Number:	5326033	HOUSE-MADE FRESH
Registration Number:	5372788	HOUSE-MADE FRESH FROM OUR KITCHEN
Registration Number:	5881878	RECHARGE BAR
Registration Number:	5361632	SOUP, SALAD, & SANDWICH KITCHEN
Registration Number:	5357973	
Registration Number:	6551675	NOURISH THE GOOD LIFE .
Registration Number:	6356368	NOURISH THE GOOD LIFE
Registration Number:	5968295	NOURISH THE GOOD LIFE
Serial Number:	97224455	GROUP EATS
Serial Number:	90136600	SLOW FOOD SERVED FAST

OP \$390.00 5568048

**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@coagencyglobal.com**Correspondent Name:** Kyle Noreiga**Address Line 1:** 1025 Connecticut Ave., NW, STE. 712**Address Line 4:** WASHINGTON, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	2182255
<b>NAME OF SUBMITTER:</b>	ANDREW NASH
<b>SIGNATURE:</b>	/ANDREW NASH/
<b>DATE SIGNED:</b>	11/20/2023

**Total Attachments: 4**

source=10. Gladstone - Cafe Zupas - A&amp;R Grant of Security Interest in Trademarks (11.2023)#page1.tif

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**AMENDED AND RESTATED GRANT OF A SECURITY INTEREST – TRADEMARKS**

November 20, 2023

WHEREAS, Café Zupas, L.C., a Utah limited liability company (“*Borrower*”), and Zullas, L.C., a Utah limited liability company (“*Holdings*” and together with Borrower, collectively, the “*Grantor*”), have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered, or applied-for, in the United States Patent and Trademark Office (the “*Trademarks*”);

WHEREAS, the Grantor has entered into that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Gladstone Capital Corporation, a Maryland corporation, as administrative agent and collateral agent for the Lenders thereunder (in such capacity, together with its successors and assigns, if any, “*Agent*” or “*Grantee*”), which amends and restates in its entirety that certain Pledge and Security Agreement dated as of December 5, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Original Security Agreement*”), in favor of Gladstone Capital Corporation, a Maryland corporation, as the Lender thereunder; and

WHEREAS, pursuant to the Original Security Agreement, Borrower and Grantee entered into the certain Grant of Security Interest in Trademarks, dated as of December 5, 2019 (the “*Original IPSA*”), and pursuant to the Security Agreement, the parties are required to enter into this Amended and Restated Grant of a Security Interest in Trademarks to amend and restated in its entirety the Original IPSA.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

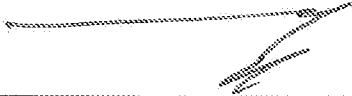
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Grant of a Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

CAFÉ ZUPAS, L.C.

By:   
Name: Robert Seely  
Title: Manager

ZULLAS, L.C.

By:   
Name: Robert Seely  
Title: Manager

[Signature Page to A&R Grant of a Security Interest in Trademark (A&R CA)]

**SCHEDULE A**  
**TO A&R GRANT OF A SECURITY INTEREST**

**Trademarks**

**BORROWER**

<b>Registered Trademark</b>	<b>Serial No.</b>	<b>Date Filed</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>
CAFÉ ZUPAS	18752.17	11/8/2016	5568048	9/25/2018	US
CAFÉ ZUPAS	18752.4	4/31/2006	3286336	8/28/2007	US
CAFÉ ZUPAS	18752.5	5/23/2011	4083292	1/10/2012	US
CAFÉ ZUPAS	18752.20	12/22/2016	5568069	9/25/2018	US
HOUSE-MADE	18752.19	11/8/2016	5326032	10/31/2017	US
HOUSE-MADE FRESH	18752.13	11/8/2016	5326033	10/31/2017	US
HOUSE-MADE FRESH FROM OUR KITCHEN	18752.16	11/8/2016	5372788	1/9/2018	US
RECHARGE BAR	18752.18	11/8/2016	5881878	10/15/2019	US
SOUP, SALAD, & SANDWICH KITCHEN	18752.14	11/8/2016	5361632	12/19/2017	US
ZUPAS STRAWBERRY	18752.15	11/9/2016	5357973	12/19/2017	US

**HOLDINGS**

<b>Registered Trademark</b>	<b>Serial No.</b>	<b>Date Filed</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>
NOURISH THE GOOD LIFE	90365982	12/8/2020	6551675	11/9/2021	US
GROUP EATS	97224455	1/18/2022	N/A	N/A	US
SLOW FOOD SERVED FAST	90136600	8/25/2020	N/A	N/A	US

NOURISH THE GOOD LIFE	87982468	10/5/2017	6356368	5/18/2021	US
NOURISH THE GOOD LIFE	87982475	12/6/2017	5968295	1/21/2020	US

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**RECORDED: 11/20/2023**

**TRADEMARK  
REEL: 008263 FRAME: 0891**