

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM859490

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ECLIPSE PARTNERS LLC		11/28/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	150 North Upper Wacker Drive, Suite 2800		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3142829	WOW BAO	
<b>Registration Number:</b>	3151508	WOW BAO HOT ASIAN BUNS	
<b>Registration Number:</b>	3447791	BAO OUT	
<b>Registration Number:</b>	3452144	TAKE ME HEAT ME EAT ME	
<b>Registration Number:</b>	5596959	WOW BAO	
<b>Registration Number:</b>	5597064	WOW BAO	
<b>Registration Number:</b>	5683532	HOT ASIAN BUNS	
<b>Registration Number:</b>	5752126	GET BAO NOW	
<b>Registration Number:</b>	5795462	BAO CHICKA WOW BAO	
<b>Registration Number:</b>	5891830	BAOMOUTH	
<b>Registration Number:</b>	6806182	WOW BAO NOW	
<b>Registration Number:</b>	7014439	BAO BUCKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	312-715-5241		
<b>Email:</b>	katrina.balasko@quarles.com		
<b>Correspondent Name:</b>	Nicole M. Murray at Quarles & Brady LLP		

CH \$315.00 3142829

**Address Line 1:** 300 N. LaSalle Street, Suite 4000  
**Address Line 4:** Chicago, ILLINOIS 60654-3406

**ATTORNEY DOCKET NUMBER:** 115253.00275

**NAME OF SUBMITTER:** Nicole M. Murray

**SIGNATURE:** /Nicole M. Murray/

**DATE SIGNED:** 12/07/2023

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 28, 2023 (the "Agreement") among WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"), ECLIPSE PARTNERS LLC, a Delaware limited liability company ("Eclipse"), WOW BAO SERVICE, INC., an Illinois corporation ("Service"), WOW BAO LEASING COMPANY LLC, a Delaware limited liability company ("Leasing"), WB DISTRIBUTION, LLC, a Delaware limited liability company ("Distribution"), WOW BAO FRANCHISE SYSTEMS, LLC, a Delaware limited liability company ("Franchise"), WOW BAO LLC, an Illinois limited liability company ("WB"; together with Eclipse, Service, Leasing, Distribution and Franchise, jointly and severally, individually and collectively, as applicable, "Grantor") is made with reference to the Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), among Lender, Grantor and the Additional Borrowers (as defined in the Financing Agreement). Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the copyright applications and registrations described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the trademark applications and registrations described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the patent applications and registrations described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the "Intellectual Property Collateral" shall not include (y) rights held under a license that are not assignable by their terms without the consent of the licensor thereof, except to the extent the term in such license providing for such consent is ineffective under Section 9406, 9407, 9408 or 9409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity; provided, however, that such security interest shall attach immediately at such time as such consent is no longer applicable or is waived or (z) any intent-to-use trademarks or applications therefor, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.) (but only until such evidence of use has been filed with and accepted by the United States Patent and Trademark Office).

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

ECLIPSE PARTNERS LLC,  
a Delaware limited liability company  
WOW BAO SERVICE, INC., an Illinois corporation  
WOW BAO FRANCHISE SYSTEMS, LLC,  
a Delaware limited liability company  
WOW BAO LLC,  
an Illinois limited liability company

DocuSigned by:  
*Geoffrey Alexander*  
By: \_\_\_\_\_  
Name: Geoffrey Alexander  
Title: CEO and President

WOW BAO LEASING COMPANY LLC,  
a Delaware limited liability company

DocuSigned by:  
*Geoffrey Alexander*  
By: \_\_\_\_\_  
Name: Geoffrey Alexander  
Title: Authorized Signatory

WB DISTRIBUTION, LLC,  
a Delaware limited liability company

DocuSigned by:  
*Geoffrey Alexander*  
By: \_\_\_\_\_  
Name: Geoffrey Alexander  
Title: President

Address for Notices:

ECLIPSE PARTNERS LLC  
WOW BAO SERVICE, INC.  
WOW BAO FRANCHISE SYSTEMS, LLC  
WOW BAO LLC  
WOW BAO LEASING COMPANY LLC  
WB DISTRIBUTION, LLC  
222 West Hubbard Street, Suite 200  
Chicago, Illinois 60654  
Attn: Geoffrey Alexander and Andy Raabe  
E-mail: [geoffa@wowbao.com](mailto:geoffa@wowbao.com) and  
[airaabe@wowbao.com](mailto:airaabe@wowbao.com)

**LENDER:**

WESTERN ALLIANCE BANK,  
an Arizona corporation

DocuSigned by:  
*William Robinson*  
By: \_\_\_\_\_  
Name: William Robinson  
Title: Senior Director


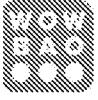
Address for Notices:





WESTERN ALLIANCE BANK  
150 North Upper Wacker Drive, Suite 2800  
Chicago, Illinois 60606  
Attn: Mitchell Meersman  
E-mail: [Mitchell.meersman@bridgebank.com](mailto:Mitchell.meersman@bridgebank.com)



**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>Country:</u>	<u>Application Number:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Registration Date:</u>
WOW BAO	United States	78248940	3142829	May 13, 2003	September 12, 2006
WOW BAO HOT ASIAN BUNS	United States	78248944	3151508	May 13, 2003	October 3, 2006
BAO OUT	United States	77153202	3447791	April 10, 2007	June 17, 2008
TAKE ME HEAT ME EAT ME	United States	77153250	3452144	April 10, 2007	June 24, 2008
WOW BAO logo 	United States	87576887	5596959	August 21, 2017	October 30, 2018
WOW BAO logo in color 	United States	87599416	5597064	September 7, 2017	October 30, 2018
HOT ASIAN BUNS	United States	87762615	5683532	January 19, 2018	February 26, 2019
GET BAO NOW	United States	87596454	5752126	September 5, 2017	May 14, 2019
BAO CHICKA WOW BAO	United States	87850601	5795462	March 26, 2018	July 2, 2019
BAOMOUTH	United States	87596534	5891830	September 5, 2017	October 22, 2019
WOW BAO NOW	United States	90558358	6806182	March 3, 2021	August 2, 2022
BAO BUCKS	United States	97416508	7014439	May 18, 2022	March 28, 2023
WOW BAO	Canada	1648322	TMA936405	October 17, 2013	April 28, 2016
WOW BAO HOT ASIAN BUNS	Canada	2083660	TMA1182611	February 10, 2021	May 31, 2023
WOW BAO logo in color	Canada	2169593	TMA1183258	March 1, 2022	May 31, 2023

					
WOW BAO NOW	Canada	2212698	Pending	September 29, 2022	Not yet registered
BAO OUT	Europe	017360066	017360066	October 17, 2017	March 1, 2018
BAO MOUTH	Europe	017360091	017360091	October 17, 2017	March 1, 2018
WOW BAO	Europe	017360124	017360124	October 17, 2017	March 2, 2018
WOW BAO logo in color 	Europe	017360141	017360141	October 17, 2017	March 1, 2018
WOW BAO HOT ASIAN BUNS	Europe	017360223	017360223	October 17, 2017	March 2, 2018
WOW DAO	Europe	018753747	018753747	August 30, 2022	July 8, 2023
BAO OUT	United Kingdom	917360066	917360066	October 17, 2017	March 1, 2018
BAO MOUTH	United Kingdom	917360091	917360091	October 17, 2017	March 1, 2018
WOW BAO	United Kingdom	917360124	917360124	October 17, 2017	March 2, 2018
WOW BAO logo in color 	United Kingdom	917360141	917360141	October 17, 2017	March 1, 2018
WOW BAO HOT ASIAN BUNS	United Kingdom	917360223	917360223	October 17, 2017	March 2, 2018
WOW DAO	United Kingdom	3824631	3824631	August 30, 2022	April 7, 2023
WOW BAO NOW logo (series trademark) 	United Kingdom	3887645	3887645	March 10, 2023	June 23, 2023





WOW BAO ASIAN STREET FOOD	United Kingdom	3910315	3910315	May 11, 2023	August 4, 2023
BAO MOUTH	Mexico	1963045	1852283	October 20, 2017	February 26, 2018
GET BAO NOW	Mexico	1963048	1852284	October 20, 2017	February 26, 2018
TAKE ME HEAT ME EAT ME	Mexico	1963052	1852286	October 20, 2017	February 26, 2018
BAO OUT	Mexico	1963057	1852288	October 20, 2017	February 26, 2018
WOW BAO HOT ASIAN BUNS	Mexico	1963060	1852290	October 20, 2017	February 26, 2018
WOW BAO	Mexico	1963070	1852291	October 20, 2017	February 26, 2018
GET BAO NOW	Mexico	1963047	1858931	October 20, 2017	March 13, 2018
BAO MOUTH	Mexico	1963044	1860581	October 20, 2017	March 15, 2018
BAO OUT	Mexico	1963054	1860582	October 20, 2017	March 15, 2018
WOW BAO logo in color 	Mexico	1963063	1873541	February 7, 2018	April 18, 2018
WOW BAO logo in color 	Mexico	1963061	1904074	February 26, 2018	July 23, 2018
WOW BAO HOT ASIAN BUNS	Mexico	2685596	2395161	January 28, 2022	May 13, 2022
WOW BAO	Mexico	2685597	2396732	January 28, 2022	May 17, 2022
HOT ASIAN BUNS	Mexico	2732083	2432381	April 22, 2022	August 4, 2022
WOW BAO ASIAN STREET FOOD	Mexico	2946708	Pending	May 11, 2023	Not yet registered
WOW BAO ASIAN STREET FOOD	Mexico	2946709	Pending	May 11, 2023	Not yet registered

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>