

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dig Inn Restaurant Group, LLC		12/14/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5854425	DIG	
Registration Number:	4094666	DIG INN	
Registration Number:	5659805	DIG INN	
Registration Number:	5497417	DIG INN	
Registration Number:	4230719	DIG INN SEASONAL MARKET	
Registration Number:	4229428	DIG INN QUALITY SEASONAL MARKET EST. 199	
Registration Number:	4724970	ASK FOR MORE	
Registration Number:	4783631	FARM TO COUNTER	
Registration Number:	4935349	MINDFUL SOURCING	
Registration Number:	5060989	LET'S START WITH A MEAL	
Registration Number:	6368896	DIG ACRES	
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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		

CH \$290.00 5854425

Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/mp
DATE SIGNED:	12/20/2023

Total Attachments: 5
source=F-3 Trademark Security Agreement Executed (005)#page1.tif
source=F-3 Trademark Security Agreement Executed (005)#page2.tif
source=F-3 Trademark Security Agreement Executed (005)#page3.tif
source=F-3 Trademark Security Agreement Executed (005)#page4.tif
source=F-3 Trademark Security Agreement Executed (005)#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 14, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Dig Inn Restaurant Group, LLC (“**Grantor**”) in favor of Wilmington Trust, National Association, as Agent for the Investors (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, Grantor is party to that certain First Lien Guaranty and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Collateral Agent pursuant to which Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Investors, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

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 Collateral Agent for the Investors pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Note Documents. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, authorize all filings and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile, e-mail transmission of a PDF file or other electronic methods is as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 8. CONCERNING THE COLLATERAL AGENT

Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Agent under the Security Agreement. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Agent under the Security Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

DIG INN RESTAURANT GROUP LLC, as a
Grantor

DocuSigned by:


By:  _____

Name: Tracy Kim

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: Sarah Vilhauer
Title: Assistant Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Dig Inn Restaurant Group LLC	DIG	5,854,425	10 Sep 2019
Dig Inn Restaurant Group LLC	DIG INN	4,094,666	31 Jan 2012
Dig Inn Restaurant Group LLC	DIG INN	5,659,805	22 Jan 2019
Dig Inn Restaurant Group LLC	DIG INN Round Logo	5,497,417	19 Jun 2018
Dig Inn Restaurant Group LLC	DIG INN SEASONAL MARKET LOGO	4,230,719	23 Oct 2012
Dig Inn Restaurant Group LLC	DIG INN QUALITY Logo	4,229,428	23 Oct 2012
Dig Inn Restaurant Group LLC	ASK FOR MORE	4,724,970	21 Apr 2015
Dig Inn Restaurant Group LLC	FARM TO COUNTER	4,783,631	28 Jul 2015
Dig Inn Restaurant Group LLC	MINDFUL SOURCING	4,935,349	12 Apr 2016
Dig Inn Restaurant Group LLC	LET'S START WITH A MEAL	5,060,989	11 Oct 2016
Dig Inn Restaurant Group LLC	DIG ACRES	6,368,896	1 Jun 2021