

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM864962

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900820963		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miss Crumpy's Hot Wings LLC		12/11/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	550 E. Mcbee Ave., Ste 200		
City:	Greenville		
State/Country:	SOUTH CAROLINA		
Postal Code:	29601		
Entity Type:	Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7083198	MISS CRUMPY'S	
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>			
Email:	twilliams@evanspetree.com		
Correspondent Name:	Andrew Gille		
Address Line 1:	1715 Aaron Brenner Drive		
Address Line 4:	Memphis, TENNESSEE 38120		
NAME OF SUBMITTER:	Andrew Gille		
SIGNATURE:	/s/ Andrew Gille		
DATE SIGNED:	01/02/2024		
Total Attachments: 7			
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ASSIGNMENT AND SECURITY AGREEMENT - TRADEMARKS

This Assignment and Security Agreement ("Assignment") is entered into with an effective date of December 11, 2023 is made and given by MISS CRUMPY'S HOT WINGS, LLC, a Georgia limited liability ("Borrower"), to and in favor of PINNACLE BANK, a Tennessee banking corporation ("Lender").

By documents dated on or about even date herewith, Borrower has obtained or is obtaining from the Lender that certain loan ("Loan") evidenced by a promissory note in the original principal amount of \$224,000 ("Note"). In order to secure all of the indebtedness that is and shall become due and owing under the Note and all of the other terms, covenants, and obligations evidenced by and contained in the Note and in any documents instruments or agreements pertaining thereto (collectively, "Obligations"), the Borrower hereby grants, pledges and assigns to and in favor of the Lender a lien and security interest in and to all of the Borrower's now owned and hereafter arising right, title and interest in and to the following trademarks, including any renewals, extensions, modifications and amendments thereto (collectively referred to herein as the "Collateral"):

See Exhibit "A" attached hereto and incorporated herein by this reference.

In connection with the lien and security interest granted, pledged and assigned to the Lender herein, Borrower covenants, represents, warrants, and agrees as follows:

1. Borrower represents and warrants as follows: (1) Borrower owns the Collateral free and clear of any lien, security interest, charge or encumbrance except for the lien and security interest created by this Assignment; (2) Borrower will defend the title and ownership of Collateral against the claims and demands of all persons; and (3) this Assignment creates a valid and perfected lien and security interest in and to the Collateral, which lien and security interest is first priority, securing the payment of all the Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken.

2. The Lender is hereby authorized to take any and all actions and sign, file and record any and all documents and instruments as the Lender deems necessary or desirable to obtain and perfect its lien and security interest in and to the Collateral, including, but not limited to, filing and recording a copy of this Assignment, and such additional documents and instruments as may be required, with the United States Patent and Trademark Office. Borrower acknowledges that this Assignment shall be considered an absolute assignment of the Collateral for the purposes of filing and recordation with the United States Patent and Trademark Office and shall remain in effect until cancelled by the written consent of the Lender and the Borrower.

3. Borrower shall keep its chief place of business and chief executive office and the office where it keeps its records concerning the Collateral at the location designated in this Assignment and will notify the Lender in the event the Borrower changes its chief place of business or chief executive office or the place where the Borrower maintains its records with respect to the Collateral.

4. So long as any Obligations remain outstanding to the Lender, the Borrower will not, without the prior written consent of the Lender, create, grant, pledge or assign any lien or other security interest in or to any of the Collateral to any other person or entity except the Lender, or permit any lien or encumbrance to attach to any of the Collateral or any levy to be made with respect thereto, or sell, convey, assign or transfer any interest in the Collateral to any other person or entity.

5. Borrower shall be in default under this Assignment if at any time and from time to time any one or more of the events of default set forth in the Note shall occur or be continuing. If any default shall occur or be continuing under this Assignment, the Lender shall have the following rights and remedies:

(a) The Lender may, at its option, declare the entire unpaid balance of the Obligations, including principal and interest, to be immediately due and payable without notice or demand.

(b) The Lender may exercise and enforce in respect of the Collateral all of the rights and remedies of the Lender under and pursuant to the Note and the Loan Agreement.

(c) The Lender may exercise and enforce in respect of the Collateral, in addition to other rights and remedies provided for in this Assignment or otherwise available to or possessed by the Lender, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in Tennessee and in effect in such other jurisdictions that may be applicable to any of the Collateral (the "Code"), or under other applicable federal, state and local laws and regulations (whether or not the Code applies to the affected Collateral) and all such rights and remedies shall be cumulative.

(d) The Lender shall be entitled to immediate possession of all or any part of the Collateral and shall be entitled to take control of the Collateral and may, without notice except as specified below, sell, lease, license, or otherwise dispose of the Collateral, or any part thereof, in one or more groups at public or private sale, at such locations determined by the Lender, for cash, on credit, or for future delivery, and upon such other terms and in such manner as the Lender may deem commercially reasonable. The Borrower agrees that, to the extent notice of sale or any other such action shall be required by law, ten (10) days' notice to the Borrower at the Borrower's address specified in this Assignment of the time and place of any sale or other such action shall constitute reasonable notification. The Lender shall not be obligated to make any sale of or take any other action with respect to the Collateral regardless of any notice of sale or other action having been given. The Lender may adjourn any sale or other disposition from time to time by announcement at the time and place fixed therefor, and such sale or other disposition may, without further notice, be made at the time and place to which it was so adjourned.

(e) Any proceeds received by the Lender in respect of any sale, lease, license or other disposition of all or any part of the Collateral may, in the discretion of the Lender, be held by the Lender as collateral for, and/or then, or at any time thereafter applied in the following orders of priority: (1) first, to the payment of all costs and

expenses of taking possession of the Collateral and of holding, selling, leasing, licensing, or otherwise disposing of the same, including, without limitation, fees of the Lender and attorneys retained by the Lender, fees of any receiver or accountant, recording and filing fees, court costs, costs of advertisement, commissions to rental agents and sales agents, and the payment of any and all assessments, liens, security interests or other rights, titles or interests equal or superior to the lien and security interest of this Assignment (except those to which the Collateral has been sold subject to and without in any way implying the Lender's consent to the creation thereof); (2) second, to payment of the Obligations due the Lender, including all accrued and unpaid interest and unpaid principal due on the Note in such order as the Lender may elect; and (3) third, any remaining balance or surplus remaining after payment in full of all of the Obligations to the Borrower or to whomsoever may be lawfully entitled to receive such surplus.

(f) In the event the remedies of the Lender set forth herein shall not be sufficient to pay and satisfy in full the Obligations due the Lender such that a deficiency arises or exists, then the Borrower shall remain liable to the Lender for any such deficiency and the Lender shall have the right and be entitled to pursue collection and recovery of any such deficiency from the Borrower, including the costs, expenses and attorneys fees incurred by the Lender in enforcing such right and pursuing such collection.

6. The Borrower releases and agrees to indemnify and hold harmless the Lender from and against any and all claims, losses and liabilities growing out of or resulting from the failure of the Lender to take any action under this Assignment (including, without limitation, enforcement of this Assignment), except claims, losses or liabilities resulting from the Lender's willful misconduct. Borrower will, upon demand, pay to the Lender the amount of any and all reasonable expenses, including the reasonable fees, expenses and disbursements of its attorneys and of any experts and agents, which the Lender may incur in connection with (i) the administration of this Assignment, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights and remedies of the Lender hereunder or (iv) the failure by the Borrower to perform or observe any of the provisions hereof.

7. No amendment or waiver of any provision of this Assignment nor consent to any departure by the Borrower herefrom shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

8. All notices and other communications provided for hereunder shall be in writing and, as to either party, mailed by registered or certified mail, or delivered by overnight courier, or sent by facsimile transmission, or delivered by hand delivery, addressed to such party at its address specified in this Assignment, or as to either party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall be effective as follows: when mailed, on the date of receipt or on the date marked "refused" or with words of similar import; when sent by overnight courier, on the date following the date deposited with the

overnight courier; when sent by facsimile transmission, on receipt of electronic confirmation of the transmission; and when by hand delivery, on the date of the delivery.

9. This Assignment shall create a continuing lien and security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Obligations, (ii) be binding upon the Borrower and the Borrower's successors, transferees, and assigns, and (iii) inure to the benefit of the Lender and its successors, transferees, and assigns. Without limiting the generality of the foregoing clause (iii), the Lender may assign or otherwise transfer its rights under the Note, the Loan Agreement and this Assignment, or any interest therein held by it to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Lender herein or otherwise. Upon the payment in full of the Obligations, the lien and security interest granted herein shall terminate and all rights to the Collateral shall revert to the Borrower. Upon any such termination, the Lender will, at the Borrower's expense, execute and deliver to the Borrower such documents as the Borrower shall reasonably request to evidence such termination.

10. This Assignment shall be governed by and construed in accordance with the laws of the State of Tennessee, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect to any particular Collateral are held to be governed by federal law or the laws of a jurisdiction other than the State of Tennessee. If any term or provision of this Assignment is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of the Assignment. The Borrower agrees that all claims, counterclaims, actions and other disputes arising out of or relating to this Assignment may, at Lender's discretion, be arbitrated pursuant to the arbitration provision contained in the Loan Agreement. The Borrower (i) irrevocably submits to the jurisdiction of any Tennessee state or federal court or other forum (including arbitration forum) sitting in Shelby County, Tennessee, as selected by the Lender, in any action arising out of or relating to this Assignment, (ii) agrees that all claims in such action shall be decided in such court or forum, and (iii) waives, to the fullest extent Borrower may effectively do so, the defense of an inconvenient forum. A final award or non-appealable judgment in any such action shall be conclusive and may be enforced in other jurisdictions. The Borrower waives, to the fullest extent the Borrower may do so, the right to trial by jury and agrees that any action or dispute arising out of this Assignment shall be adjudicated and decided without a jury trial.

Notwithstanding any term, condition or provision hereof, this Assignment shall not operate as a grant of security interest or other assignment to the Assignee of any "intent to use" trademark applications filed under 15 U.S.C. 1051(b) or other applicable statute for which a statement of use has not been filed and such "intent to use" trademark applications shall be excluded from the Trademarks so long as and only to the extent such grant would result in the forfeiture of any of Assignee's rights in such "intent to use" trademark applications. When an amendment to allege use or a statement of use is filed and accepted by the United States Patent and Trademark Office, then those applications shall cease to be exempted from this Assignment and this Assignment shall be deemed spread to those applications and trademarks.

IN WITNESS WHEREOF, the Borrower has caused this Assignment to be duly executed and delivered by its duly authorized officers and members effective as of the date first above written.

BORROWER:

MISS CRUMPY'S HOT WINGS, LLC
a Georgia limited liability company

By: 
Freda Crump, President

EXHIBIT "A"

#12 B

United States of America

United States Patent and Trademark Office



Reg. No. 5,598,869

Registered Nov. 06, 2018

Int. Cl.: 43

Service Mark

Principal Register

Miss CrumPy's Hot Wings, LLC (GEORGIA LIMITED LIABILITY COMPANY)
3855 Riverstone Parkway
Dacula, GEORGIA 30034

CLASS 43: Catering services; Restaurant

FIRST USE 6-1-2017; IN COMMERCE 11-1-2017

The color(s) gray, orange, red, white, tan, and black is/are claimed as a feature of the mark.

The mark consists of two red circles separated by a white circle forming a border with a tan waitress with an orange and white chicken head for a nose and orange eyes and short black hair, holding an empty white platter outlined in black, wearing a red dome and a white apron with gray shading. Behind the waitress is an artistic depiction of the skyline from Memphis, TN on the inside of the circle appearing in solid black with a white bridge with the remaining portion of the circle appearing with a white background. A black banner with red trim appears at the bottom of the mark, with the wording "MISS CRUMPY'S" appearing in white lettering with red asterisks on both sides.

OWNER OF U.S. REG. NO. 4805287

The name(s), portrait(s), and/or signature(s) shown in the mark identifies Crump, Freda Y., whose consent(s) to register is made of record.

SER. NO. 87-689,709, FILED 11-02-2017



Ardian Isaacson
Director of the United States
Patent and Trademark Office

#12/B

United States of America

United States Patent and Trademark Office

Miss Crumpy's

Reg. No. 7,883,199
Registered Jun. 20, 2023
Int. Cl.: 43
Service Mark
Principal Register

Miss Crumpy's (GEORGIA LIMITED LIABILITY COMPANY)
1099 Azalea Street
Memphis, TENNESSEE 38106

CLASS 43: Catering; Catering for the provision of food and beverages; Catering of food and drinks; Catering services; Catering services for hospitals; Catering services for schools; Food and drink catering; In-house catering; Outside catering services; Restaurants and catering services

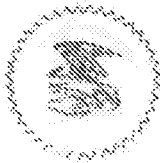
FIRST USE 5-1-2011; IN COMMERCE 5-1-2011

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 5396869

The name shown in the mark identifies Frada Crump, a living individual whose consent to register is made of record

SER. NO. 87-071,160, FILED 10-13-2021



Katherine Kelly Vidal

Director of the United States
Patent and Trademark Office

