

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM870066

<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>
TAVISTOCK FREEBIRDS, LLC		12/29/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ELSLACK EOOD		
<b>Street Address:</b>	137 FILIP KUTEV STR., ADMINISTRATIVE BLDG 1, FLOOR 2		
<b>City:</b>	SOFIA		
<b>State/Country:</b>	BULGARIA		
<b>Postal Code:</b>	1407		
<b>Entity Type:</b>	Limited Liability Company: BULGARIA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6066173	DALLAS BURRITO	
<b>Serial Number:</b>	97444078	F	
<b>Registration Number:</b>	6241252	FREEBIRDS TEXAS' NO1 BURRITO	
<b>Registration Number:</b>	6171344	HALF BIRD	
<b>Registration Number:</b>	6060788	HOUSTON BURRITO	
<b>Registration Number:</b>	6296644	MOTHER CHIP COOKIE	
<b>Registration Number:</b>	6296664	ORDER ONLINE & FLY BY	
<b>Registration Number:</b>	7190693	REWARDS AS BIG AS TEXAS	
<b>Registration Number:</b>	6060787	SAN ANTONIO BURRITO	
<b>Registration Number:</b>	7191062	TEXAS MADE TEXAS LOVED	
<b>Registration Number:</b>	6071481	TEXAS' NO 1 BURRITO	
<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>	404-881-4458		
<b>Email:</b>	elissa.hart@alston.com		
<b>Correspondent Name:</b>	Alston & Bird		
<b>Address Line 1:</b>	1201 W. Peachtree St.		

CH \$290.00 6066173

<b>Address Line 4:</b>	Atlanta, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	546282
<b>NAME OF SUBMITTER:</b>	Elissa Hart
<b>SIGNATURE:</b>	/Elissa Hart/
<b>DATE SIGNED:</b>	01/22/2024
<b>Total Attachments: 5</b> source=Trademark Sec Agr Tav Freebirds#page1.tif source=Trademark Sec Agr Tav Freebirds#page2.tif source=Trademark Sec Agr Tav Freebirds#page3.tif source=Trademark Sec Agr Tav Freebirds#page4.tif source=Trademark Sec Agr Tav Freebirds#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2023, is made by TAVISTOCK FREEBIRDS, LLC, a Delaware limited liability company (the "Grantor"), in favor of ELSLACK FOOD (the "Lender").

### WITNESSETH:

WHEREAS, Grantor is a party to that certain Pledge and Security Agreement, dated as of March 25, 2020, in favor of the Lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement (as defined in the Pledge and Security Agreement) and to induce the Lender to make their extensions of credit thereunder, Grantor hereby agrees with the Lender as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

Tavistock Tavistock Freebirds, LLC  
December 2023  
43542052

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.

Section 6. Applicable 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 Florida.

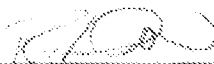
[SIGNATURE PAGES FOLLOW]

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**TRADEMARK**  
**REEL: 008323 FRAME: 0091**

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.

**TAVISTOCK FREEBIRDS, LLC**

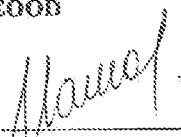
By:   
Name: Richard Nace  
Title: Vice President

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**TRADEMARK**  
**REEL: 008323 FRAME: 0092**

ACCEPTED AND AGREED  
as of the date first above written:

ELSLACK FOOD

By:   
Name: Philip Pashov  
Title: Director

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SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

I. REGISTERED TRADEMARKS

Trademark	Owner	Serial No./Filing Date	Reg. No./Reg. Date
DALLAS BURRITO	Tavistock Freebirds, LLC	88/662686 October 21, 2019	6,066,173 May 26, 2020
	Tavistock Freebirds, LLC	97/444078 June 6, 2022	Pending
	Tavistock Freebirds, LLC	88/714418 December 4, 2019	6,241,252 January 5, 2021
HALF BIRD	Tavistock Freebirds, LLC	88/776299 January 28, 2020	6,171,344 October 6, 2020
HOUSTON BURRITO	Tavistock Freebirds, LLC	88/662741 October 21, 2019	6,060,788 May 19, 2020
MOTHER CHIP COOKIE	Tavistock Freebirds, LLC	88/776869 January 29, 2020	6,296,644 March 16, 2021
ORDER ONLINE & FLY BY	Tavistock Freebirds, LLC	88/780312 January 31, 2020	6,296,664 March 16, 2021
REWARDS AS BIG AS TEXAS	Tavistock Freebirds, LLC	97/230130 January 20, 2022	7,190,693 October 10, 2023
SAN ANTONIO BURRITO	Tavistock Freebirds, LLC	88/662718 October 21, 2019	6,060,787 May 19, 2020
TEXAS MADE TEXAS LOVED	Tavistock Freebirds, LLC	97/424003 May 23, 2022	7,191,062 October 10, 2023
TEXAS' NO 1 BURRITO	Tavistock Freebirds, LLC	88/662652 October 21, 2019	6,071,481 June 2, 2020

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