

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI13278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POTBELLY SANDWICH WORKS, LLC		02/07/2024	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Company Name:	WINTRUST BANK, N.A.		
Street Address:	231 S. LaSalle Street, 2nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	Other: ILLINOIS		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	97612443	WE BRING THE HOT	
Serial Number:	97612404	WE BRING THE HOT	
Serial Number:	97612401	WE BRING THE HOT	
Registration Number:	2385031	A FIRST CLASS DIVE	
Registration Number:	2304375	A WRECK	
Registration Number:	2178589	POTBELLY	
Registration Number:	2332173	POTBELLY	
Registration Number:	2221101	POTBELLY SANDWICH WORKS	
Registration Number:	2374731	POTBELLY SANDWICH WORKS A FIRST CLASS DIVE U.S.S. POTBELLY	
Registration Number:	3015717	POTBELLY SANDWICH WORKS A FIRST CLASS DIVE SINCE 1977	
Registration Number:	2512488	POTBELLY SANDWICH WORKS	
Registration Number:	2994705		
Registration Number:	2951797		
Registration Number:	2504378	YA GOTTA GET IT HOT	
Registration Number:	2558469	YA GOTTA GET IT HOT	
Registration Number:	2387751	YOU GOTTA GET IT HOT!	
Registration Number:	3452700	A WRECK	

OP \$790.00.00 97612443

Property Type	Number	Word Mark
Registration Number:	3887582	GOOD VIBES. GREAT SANDWICHES.
Registration Number:	3687136	
Registration Number:	4154485	POTBELLY SANDWICH SHOP
Registration Number:	3887721	POTBELLY SANDWICH SHOP
Registration Number:	3687137	POTBELLY SANDWICH WORKS
Registration Number:	3684104	POTBELLY SANDWICH WORKS
Registration Number:	3684103	POTBELLY SANDWICH WORKS
Registration Number:	3494208	
Registration Number:	3494209	
Registration Number:	5529280	POTBELLY SANDWICH SHOP FEED YOUR SMILE
Registration Number:	5524389	FEED YOUR SMILE
Registration Number:	6017659	POTBELLY SANDWICH SHOP
Registration Number:	6017658	POTBELLY SANDWICH SHOP
Registration Number:	7219396	POTBELLY GIVES

CORRESPONDENCE DATA

Fax Number: 3122585600

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: (312)2585500

Email: TMDocket@afslaw.com, Karolyn.Richter@afslaw.com

Correspondent Name: Thomas K. Juffernbruch

Address Line 1: 233 South Wacker Drive, Suite 7100

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 436461.00013

NAME OF SUBMITTER: MS. KAROLYN RICHTER

SIGNATURE: MS. KAROLYN RICHTER

DATE SIGNED: 02/08/2024

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 7, 2024, is made by POTBELLY SANDWICH WORKS, LLC, an Illinois limited liability company (the “Grantor”), in favor of WINTRUST BANK, N.A., in its capacity as administrative agent (in such capacity, the “Administrative Agent”) for the Lenders (as defined below).

RECITALS

WHEREAS, the Grantor and certain of its affiliates have entered into a Credit Agreement dated as of February 7, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the lenders party thereto (the “Lenders”), and the Administrative Agent, pursuant to which the Lenders have agreed to make certain loans to the Grantor;

WHEREAS, the Grantor and certain of its affiliates have entered into a Pledge and Security Agreement dated as of February 7, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Administrative Agent and the other Secured Parties (as defined in the Credit Agreement) are secured; and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of the Secured Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, to secure the Secured Obligations, the Grantor does hereby grant to the Administrative Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all goodwill associated therewith;
- (2) each trademark license granting to the Grantor any rights in trademarks to which the Grantor is a party, including, without limitation, each trademark license listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark or license thereof (items 1 through 3 being herein collectively

referred to as the “Trademark Collateral”); *provided, however*, Trademark Collateral shall not include any application for trademark or service mark filed in the United States Patent and Trademark Office (“PTO”), or any successor office thereto pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the trademark or service mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d) if and solely to the extent that (and so long as) any such application would be rendered void by the attachment or creation of a security interest in the right, title or interest of the Grantor therein.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of itself and the other Secured Parties, pursuant to the Security Agreement and is subject to limitations set forth therein. Each of the Grantor and the Administrative Agent hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the other Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

POTBELLY SANDWICH WORKS, LLC

By: Steven W. Cirulis

Name: Steven W. Cirulis
Title: Senior Vice President, Chief Financial Officer, and Chief Strategy Officer

Acknowledged and agreed to:

WINTRUST BANK, N.A., as Administrative Agent

By: _____

Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008340 FRAME: 0545

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

POTBELLY SANDWICH WORKS, LLC

By: _____

Name: Steven Cirulis
Title: Senior Vice President, Chief Financial Officer, and Chief Strategy Officer

Acknowledged and agreed to:

WINTRUST BANK, N.A., as Administrative Agent

By: *Jennifer O'Neill*

Name: *Jennifer O'Neill*
Title: *Senior Vice President*

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Grantor</u>	<u>Trademark Name</u>	<u>Filing Date</u>	<u>Registration No. (or Application No. if pending)</u>	<u>Status</u>
Potbelly Sandwich Works, LLC	"A FIRST CLASS DIVE"	03/22/1999	2,385,031	Registered
Potbelly Sandwich Works, LLC	"A WRECK"	03/16/1999	2,304,375	Registered
Potbelly Sandwich Works, LLC	"POTBELLY"	8/11/1997	2,178,589	Registered
Potbelly Sandwich Works, LLC	"POTBELLY" (Stylized)	03/16/1999	2,332,173	Registered
Potbelly Sandwich Works, LLC	"POTBELLY SANDWICH WORKS"	09/16/1996	2,221,101	Registered
Potbelly Sandwich Works, LLC	"POTBELLY SANDWICH WORKS – A FIRST CLASS DIVE – U.S.S. POTBELLY" (and Design)	03/16/1999	2,374,731	Registered
Potbelly Sandwich Works, LLC	"POTBELLY SANDWICH WORKS A FIRST CLASS DIVE SINCE 1977" (stylized and/or with Design)	03/09/2005	3,015,717	Registered
Potbelly Sandwich Works, LLC	"POTBELLY SANDWICH WORKS" and Design	01/03/2001	2,512,488	Registered
Potbelly Sandwich Works, LLC	"STOVE" Design	05/05/2004 05/10/2004	2,994,705 2,951,797	Registered Registered
Potbelly Sandwich Works, LLC	"YA GOTTA GET IT HOT"	01/03/2001 01/03/2001	2,504,378 2,558,469	Registered Registered
Potbelly Sandwich Works, LLC	"YOU GOTTA GET IT HOT!" Design	10/14/1999	2,387,751	Registered
Potbelly Sandwich Works, LLC	A WRECK	09/13/2007	3,452,700	Registered
Potbelly Sandwich Works, LLC	GOOD VIBES. GREAT SANDWICHES	09/02/2009	3,887,582	Registered

<u>Grantor</u>	<u>Trademark Name</u>	<u>Filing Date</u>	<u>Registration No. (or Application No. if pending)</u>	<u>Status</u>
Potbelly Sandwich Works, LLC	New "STOVE" Design	6/18/2008	3,687,136	Registered
Potbelly Sandwich Works, LLC	POTBELLY SANDWICH SHOP	10/20/2009 10/20/2009	4,154,485 3,887,721	Registered Registered
Potbelly Sandwich Works, LLC	"POTBELLY SANDWICH WORKS" and Sign Design	6/18/2008	3,687,137	Registered
Potbelly Sandwich Works, LLC	"POTBELLY SANDWICH WORKS" and Stove Design (2008)	6/03/2008	3,684,104	Registered
Potbelly Sandwich Works, LLC	"POTBELLY SANDWICH WORKS" and Color Stove Design (2008)	6/03/2008	3,684,103	Registered
Potbelly Sandwich Works, LLC	DESIGN ONLY (of interior of a restaurant)	1/12/2007	3,494,208	Registered
Potbelly Sandwich Works, LLC	DESIGN ONLY (of interior of a restaurant)	1/12/2007	3,494,209	Registered
Potbelly Sandwich Works, LLC	"POTBELLY SANDWICH SHOP FEED YOUR SMILE" (stylized with Stove Design)	12/19/2017	5,529,280	Registered
Potbelly Sandwich Works, LLC	"FEED YOUR SMILE"	12/19/2017	5,524,389	Registered
Potbelly Sandwich Works, LLC	POTBELLY SANDWICH SHOP and Stove in Shield Design	8/19/2019	6,017,659	Registered
Potbelly Sandwich Works, LLC	POTBELLY SANDWICH SHOP and Stove in Shield Design	8/19/2019	6,017,658	Registered
Potbelly Sandwich Works, LLC	POTBELLY GiVES and heart/stove Designs	08/09/2021	7,219,396	Registered
Potbelly Sandwich Works, LLC	WE BRING THE HOT	09/29/2022 09/29/2022 09/29/2022	97/612443 Cl. 25 97/612404 Cl. 30 97/612401 Cl. 43	Pending Pending Pending

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