

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM153811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TKS Restaurants, LLC		02/27/2024	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Capital Finance Administration, LLC, as Administrative Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	97042214	THE KEBAB SHOP	
Serial Number:	97042221	THE KEBAB SHOP	
Registration Number:	5052955	TKS THE KEBAB SHOP	
Registration Number:	5646311	CRAVE CHANGE	
Registration Number:	5416776	THE KEBAB SHOP	
Registration Number:	5416777		
Registration Number:	5884917	TKS	
Registration Number:	6227922	MEDITERRANEAN FOR ALL	
CORRESPONDENCE DATA			
Fax Number:	6179799301		
<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:	6179799376		
Email:	christine.slattery@whitecase.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	White & Case LLP		
Address Line 2:	75 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	1185788.0009		

CH \$215.00.00 97042214

NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	Christine Slattery
DATE SIGNED:	02/27/2024
Total Attachments: 6 source=Kebab - Trademark Security Agreement#page1.tif source=Kebab - Trademark Security Agreement#page2.tif source=Kebab - Trademark Security Agreement#page3.tif source=Kebab - Trademark Security Agreement#page4.tif source=Kebab - Trademark Security Agreement#page5.tif source=Kebab - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 27, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by TKS Restaurants, LLC, a California limited liability company (the "Grantor") in favor of Capital Finance Administration, LLC, a Delaware limited liability company, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "Administrative Agent").

WHEREAS the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of February 27, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Grantor, the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein (including in the preamble of this Agreement) shall have the meanings given to them in the Collateral Agreement and the Credit Agreement (as defined in the Collateral Agreement), as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Obligations, hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (i) The trademark registrations listed in Schedule A hereto, and all extensions or renewals thereof, and all goodwill connected with the use thereof and symbolized thereby,
- (ii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements of any of the foregoing,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all proceeds and products of any and all of the foregoing, all accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the United States Patent and Trademark Office (“USPTO”), of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes that the USPTO record this Agreement upon request by the Administrative Agent.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the indefeasible payment in full in cash of all the Obligations and the expiration of the Commitments. Upon the termination of this Agreement, the Administrative Agent shall, at the sole expense of the Grantor, execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAWS.


SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable. Each of the parties hereto agrees and acknowledges that (i) the transaction consisting of this Agreement may be conducted by electronic means, (ii) it is such party's intent that, if such party signs this Agreement using an electronic signature, it is signing, adopting and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper and (iii) it is being provided with an electronic or paper copy of this Agreement in a usable format.

[Remainder of page intentionally left blank]

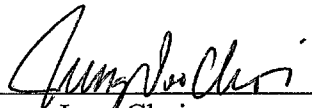
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TKS RESTAURANTS, LLC, as Grantor

By:  _____
Name: Arian Baryalai
Title: Chief Executive Officer

Acknowledged and Agreed:

CAPITAL FINANCE ADMINISTRATION, LLC,
as Administrative Agent

By: 
Name: Jung Choi
Title: Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008355 FRAME: 0109

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS:

Registrations:

TRADEMARK	OWNER / GRANTOR	REGISTRATION NUMBER	REGISTRATION DATE
TKS THE KEBAB SHOP	TKS Restaurants, LLC	5052955	2016-10-04
CRAVE CHANGE	TKS Restaurants, LLC	5646311	2019-01-08
THE KEBAB SHOP	TKS Restaurants, LLC	5416776	2018-03-06
(stylized, logomark)	TKS Restaurants, LLC	5416777	2018-03-06
TKS	TKS Restaurants, LLC	5884917	2019-10-15
MEDITERRANEAN FOR ALL	TKS Restaurants, LLC	6227922	2020-12-22

Applications:

TRADEMARK	OWNER / GRANTOR	SERIAL NUMBER	APPLICATION DATE
THE KEBAB SHOP	TKS Restaurants, LLC	97042214	2021-09-23
THE KEBAB SHOP	TKS Restaurants, LLC	97042221	2021-09-23

Schedule A