

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hopdoddy, LLC		08/11/2015	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86419214	DODDY BY NATURE	
Registration Number:	4743633	LIVING BETWEEN 9 AND 10	
Registration Number:	4601539	GOODNIGHT/GOOD CAUSE	
Registration Number:	4613069	BURGER BOUNCER	
Registration Number:	4533406	GOOD KARMA NEVER TASTED SO GOOD.	
Registration Number:	4533403	PEACE. LOVE. HOPPINESS.	
Registration Number:	4149904	HOPDODDY BURGER BAR	
Registration Number:	4153528	HD 2010	
Registration Number:	4006353	HOPDODDY BURGER BAR	
Registration Number:	3951042	HOP DODDY	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		

OP \$265.00 86419214

Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	6483.107
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	08/25/2015
Total Attachments: 5 source=Hopdoddy - Trademark_Security_Agreement#page1.tif source=Hopdoddy - Trademark_Security_Agreement#page2.tif source=Hopdoddy - Trademark_Security_Agreement#page3.tif source=Hopdoddy - Trademark_Security_Agreement#page4.tif source=Hopdoddy - Trademark_Security_Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 11, 2015, by and among HOPDODDY, LLC ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of even date herewith, by and among the Grantor, Hopdoddy Holdings, LLC ("Borrower"), the Guarantors party thereto from time to time, Administrative Agent and the Lenders party thereto from time to time (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans to Borrower;

WHEREAS, pursuant to that certain Security Agreement, dated as of even date herewith, by and among the Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks and applications set forth on Schedule A hereto, all related goodwill, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, no security interest is hereby granted in any Excluded Property (including, without limitation, any "intent to use" trademark applications until such time as a statement of use is filed with respect to such application with the United States Patent and Trademark Office).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

6. CONFLICTS. If there is a conflict between this Agreement and the Security Agreement, the Security Agreement shall govern.

[Signature Page Follows]

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

HOPDODDY, LLC

By: Hopdoddy Burger Bar, Inc.,
as its Sole Member

By: Kristina Cashman

Name: Kristina Cashman

Title: Vice President, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: _____

Name: Gregory W. Cashman

Title: Senior Managing Director

Schedule A

Registered Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
DODDY BY NATURE	86419214	Pending – Application filed 10/9/14	N/A	N/A
LIVING BETWEEN 9 AND 10	86421825	Registered	4743633	5/26/15
GOODNIGHT/GOOD CAUSE	86209221	Registered	4601539	9/9/14
BURGER BOUNCER	86190333	Registered	4613069	9/30/14
GOOD KARMA NEVER TASTED SO GOOD.	86086190	Registered	4533406	5/20/14
PEACE. LOVE. HOPPINESS.	86086148	Registered	4533403	5/20/14
HOPDODDY BURGER BAR	85437844	Registered	4149904	5/29/12
HD 2010	85437801	Registered	4153528	6/5/12
HOPDODDY BURGER BAR	76704238	Registered	4006353	8/2/11
HOP DODDY	76702902	Registered	3951042	4/26/11