

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460145

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Huddle House, Inc.		01/31/2018	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank, as Agent		
<b>Street Address:</b>	1180 West Peachtree Street		
<b>Internal Address:</b>	Suite 1250		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5173119	PAULINE'S	
<b>Registration Number:</b>	5069983	HUDDLE UP REWARDS	
<b>Registration Number:</b>	5069982	HUDDLE UP REWARDS	
<b>Registration Number:</b>	5028732	HUDDLE UP HUDDLE HAPPY HUDDLE IN THE HOU	
<b>Registration Number:</b>	4906385	HUDDLE HOUSE	
<b>Registration Number:</b>	4271183	BIG RIG BREAKFASTS	
<b>Registration Number:</b>	4271182	BIG RIG MEALS	
<b>Registration Number:</b>	4138379	HUDDLE HAPPY	
<b>Registration Number:</b>	4021796	HUDDLE THRU	
<b>Registration Number:</b>	3980648	HUDDLE HAPPY	
<b>Registration Number:</b>	3890696	HUDDLE HAPPY!	
<b>Registration Number:</b>	3874086	HUDDLE HOUSE	
<b>Registration Number:</b>	3874085	HUDDLE HOUSE	
<b>Registration Number:</b>	3160999		
<b>Registration Number:</b>	3150142		
<b>Registration Number:</b>	2912437	HUDDLE HOUSE	
<b>Registration Number:</b>	2912436	HUDDLE HOUSE	
<b>Registration Number:</b>	2422929	BIG HOUSE	

OP \$640.00 5173119

Property Type	Number	Word Mark
Registration Number:	2402101	HUDDLE HOUSE
Registration Number:	1673776	HUDDLE HOUSE
Registration Number:	1672897	HUDDLE HOUSE
Registration Number:	1362259	HUDDLEBURGER
Registration Number:	0903628	HUDDLE HOUSE
Serial Number:	87410783	SWEET CAKES-PANCAKES PERFECTED
Serial Number:	87410345	SWEET CAKES PANCAKES PERFECTED

**CORRESPONDENCE DATA**

Fax Number: 9192868199  
*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: 9192868000  
Email: PTO\_TMconfirmation@mvalaw.com, amberwest@mvalaw.com  
Correspondent Name: MOORE & VAN ALLEN PLLC  
Address Line 1: 3015 Carrington Mill Blvd., Suite 400  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	022925.324
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	01/31/2018

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Regions Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 31, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Huddle House, Inc., a Georgia corporation (the “Borrower”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Regions Bank, as Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of January 31, 2018 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than Excluded Property) (the “Trademark Collateral”):

- a. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 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, without limitation, 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty 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. Each 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 its Trademarks and IP Licenses subject to a security interest hereunder.

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. Any signature delivered by facsimile, email or other electronic transmission shall be deemed a manually executed original hereof for all purposes.

Section 6. Governing 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 New York.

Section 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

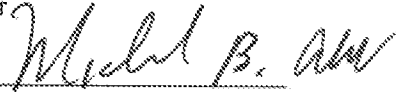
Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

**HUDDLE HOUSE, INC.**, a Georgia corporation, as  
Grantor

By: 

Name: Michael Abt

Title: President and Chief Executive Officer

HUDDLE HOUSE  
IP SECURITY AGREEMENT (TRADEMARK)

**TRADEMARK**  
**REEL: 006261 FRAME: 0691**

ACCEPTED AND AGREED  
as of the date first above written:

**REGIONS BANK,**  
as Agent

By: 

\_\_\_\_\_  
Name: Jay R Goldstein  
Title: Managing Director

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

Mark	Reg. No.	Reg. Date
PAULINE'S	5173119	03/28/17
HUDDLE UP REWARDS	5069983	10/25/16
HUDDLE UP REWARDS and Design	5069982	10/25/16
HUDDLE UP HUDDLE HAPPY HUDDLE IN THE HOUSE and Design	5028732	08/23/16
HUDDLE HOUSE and Design	4906385	02/23/16
BIG RIG BREAKFASTS	4271183	01/08/13
BIG RIG MEALS	4271182	01/08/13
HUDDLE HAPPY and Design	4138379	05/08/12
HUDDLE THRU and Design	4021796	09/06/11
HUDDLE HAPPY	3980648	06/21/11
HUDDLE HAPPY! and Design	3890696	12/14/10
HUDDLE HOUSE (Stylized)	3874086	11/09/10
HUDDLE HOUSE and Design	3874085	11/09/10
Design only	3160999	10/17/06
Design only	3150142	09/26/06
HUDDLE HOUSE	2912437	12/21/04
HUDDLE HOUSE (Stylized)	2912436	12/21/04
BIG HOUSE	2422929	01/23/01
HUDDLE HOUSE	2402101	11/07/00
HUDDLE HOUSE (Stylized)	1673776	01/28/92
HUDDLE HOUSE	1672897	01/21/92
HUDDLEBURGER	1362259	09/24/85
HUDDLE HOUSE (Stylized)	0903628	12/01/70

**Trademark Applications**

Mark	Appl. No.	Filing Date
SWEET CAKES-PANCAKES PERFECTED	87410783	04/13/17
SWEET CAKES PANCAKES PERFECTED and Design	87410345	04/13/17