

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Charcoal Companion Incorporated		03/07/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	1923700	BARBECUE MASTER	
Registration Number:	1901778	CHARCOAL COMPANION	
Registration Number:	4345480		
Registration Number:	5303039	DIZZY DOG	
Registration Number:	4920750	FLAME-FRIENDLY	
Registration Number:	3005041	FLIP -N- EASY	
Registration Number:	3759205	MOISTLY GRILLED	
Registration Number:	5201298	NOT IN MY BACKYARD	
Registration Number:	2611299	PATIO COMPANION	
Registration Number:	3759221	PIT MITT	
Registration Number:	4701120	PIT PAWS	
Registration Number:	4143750	PIZZACRAFT	
Registration Number:	3431839	PIZZAQUE	
Registration Number:	4452215	PIZZERIA PRONTO	
Registration Number:	1582315	POULTRY BUTTON	
Registration Number:	5292381	SLASH AND SERVE	
Registration Number:	2440459	STEAK BUTTON	
Registration Number:	4077716	STUFF-A-BURGER	
Registration Number:	3432958	LUMATONG	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1963368	SOUTHERN ROADHOUSE
Serial Number:	87721707	DE LA TERRE
Serial Number:	87082420	EXTENDA-GRIP
Serial Number:	87153981	GARDEN TO GRILL
Serial Number:	87380144	INSTASMOKE
Serial Number:	87640467	KITCHENQUE
Serial Number:	87652765	PIZZA MATES
Serial Number:	87380097	PROHOME
Serial Number:	87640048	SANTA SENTRY
Serial Number:	87380162	THERMABOND
Serial Number:	87799666	PASTACRAFT

CORRESPONDENCE DATA

Fax Number: 2253433076

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: 225-383-9000

Email: cnichols@mcglinchey.com, docket-ip@mcglinchey.com

Correspondent Name: McGlinchey Stafford PLLC

Address Line 1: 301 Main Street, 14th Floor

Address Line 4: Baton Rouge, LOUISIANA 70801

NAME OF SUBMITTER:	Christopher Nichols
SIGNATURE:	/Christopher Nichols/
DATE SIGNED:	04/04/2018

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT
(Charcoal Companion Incorporated)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 7, 2018, is between Charcoal Companion Incorporated, a California corporation (the "Debtor"), and JPMorgan Chase Bank, N.A., a national banking association (the "Secured Party"), and is executed pursuant to that certain Credit Agreement, dated as of March 7, 2018, among the Debtor, each other Person at any time party thereto as a Loan Party (if any), and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

Recitals:

In accordance with the terms of the Credit Agreement, pursuant to a Security Agreement, dated as of March 7, 2018, between the Debtor and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles (as defined in the Security Agreement) of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement).

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, and excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such intent-to-use applications or the validity or enforceability of registrations issuing from such intent-to-use applications, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including,

without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the "Trademarks"); (b) any written agreement now or hereafter in existence where the Debtor grants to another any right to use any Trademark ("Trademark License"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby, and excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such intent-to-use applications or the validity or enforceability of registrations issuing from such intent-to-use applications);

(2) each Trademark License, to the extent allowable under the applicable license agreement; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark Application referred to in Schedule 1 annexed hereto, any Trademark License of any Trademark, Trademark Registration, or Trademark Application referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests 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.


[Signature Pages Follow]

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

DEBTOR:

CHARCOAL COMPANION
INCORPORATED

By: _____


Charles Adams
Chief Executive Officer

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By: _____

Nathan Shay
Authorized Officer

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

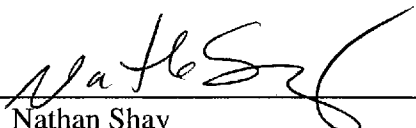
DEBTOR:

CHARCOAL COMPANION
INCORPORATED

By: _____
Charles Adams
Chief Executive Officer

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By: _____

Nathan Shay
Authorized Officer

Trademark Security Agreement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

On 3/2/18
Date

before me,

Penethia Avalos
Here Insert Name and Title of the Officer

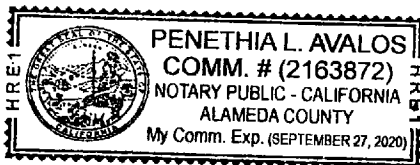
personally appeared

Charles Adams
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

[Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

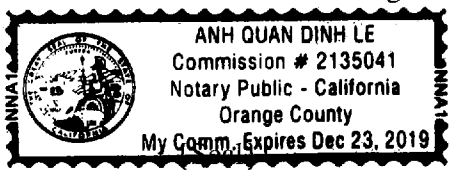
Other: _____

Signer Is Representing: _____

STATE OF CA)

COUNTY OF Orange)

This instrument was acknowledged before me this 7th day of March, 2018, by Nathan Shay, as an Authorized Officer of JPMorgan Chase Bank, N.A., a national banking association, on behalf of such banking association.




[Signature]

Notary Public in and for the State of CA

My commission expires: 12-23-19

Schedule 1
to
Trademark Security Agreement

Trademarks Registrations

Mark	Reg. No.	Reg. Date	Serial No.	Application Date	Current Status
BARBECUE MASTER	1 923 700	10/3/1995	74/508117	4/1/1994	Registered
CHARCOAL COMPANION	1 901 778	6/27/1995	74/508116	4/1/1994	Registered
	4 345 480	6/4/2013	85/620968	5/9/2012	Registered
DIZZY DOG	5 303 039	10/13/2017	87/150919	8/25/2016	Registered
FLAME-FRIENDLY	4 920 750	3/22/2016	86/522695	2/3/2015	Registered
Flip -N- Easy	3 005 041	10/4/2005	78/353098	1/16/2004	Registered
MOISTLY GRILLED	3 759 205	3/9/2010	77/714379	4/15/2009	Registered
NOT IN MY BACKYARD	5 201 298	5/9/2017	86/937904	3/11/2016	Registered

PATIO COMPANION	2 611 299	8/27/2002	75/884075	12/30/1999	Registered
PIT MITT	3 759 221	3/9/2010	77/720115	4/22/2009	Registered
PIT PAWS	4 701 120	3/10/2015	86/160804	1/8/2014	Registered
PIZZACRAFT	4 143 750	5/15/2012	85/224364	1/24/2011	Registered
PizzaQue	3 431 839	5/20/2008	77/009430	9/28/2006	Registered
PIZZERIA PRONTO	4 452 215	12/17/2013	85/699689	8/9/2012	Registered
POULTRY BUTTON	1 582 315	2/13/1990	73/772190	12/29/1988	Registered
SLASH AND SERVE	5 292 381	9/19/2017	87/090318	6/30/2016	Registered
STEAK BUTTON	2 440 459	4/3/2001	75/847387	11/12/1999	Registered

STUFF-A-BURGER	4 077 716	12/27/2011	85/058919	6/9/2010	Registered
LumaTong	3 432 958	5/20/2008	78/775177	12/16/2005	Registered
SOUTHERN ROADHOUSE	1 963 368	3/19/1996	74/666628	4/27/1995	Registered

Trademark Applications

Mark	Reg. No.	Reg. Date	Serial No.	Application Date	Current Status
DE LA TERRE			87/721707	12/14/2017	Pending
EXTENDA-GRIP			87/082420	6/23/2016	Allowed
GARDEN TO GRILL			87/153,981	8/29/2016	Allowed

INSTASMOKE			87/380144	3/21/2017	Allowed
KITCHENQUE			87/640467	10/10/2017	Pending
PIZZA MATES			87/652765	10/19/2017	Pending
PROHOME			87/380097	3/21/2017	Allowed
SANTA SENTRY			87/640048	10/10/2017	Pending
THERMABOND			87/380162	3/21/2017	Allowed
PASTACRAFT			87/799666	2/15/2018	Pending