

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM593355

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
It's Just Lunch International LLC		08/21/2020	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Freeport Financial Partners LLC, as Agent		
<b>Street Address:</b>	200 S. Wacker Drive, Suite 925		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4524534	IJL PRIVATE SEARCH	
<b>Registration Number:</b>	4879622	THE SMARTER WAY TO DATE	
<b>Registration Number:</b>	4524536	IT'S JUST LUNCH PRIVATE SEARCH	
<b>Registration Number:</b>	4184491	PRIVATE SEARCH	
<b>Registration Number:</b>	3097573	WE WROTE THE BOOK ON DATING	
<b>Registration Number:</b>	3023537	CHANGING THE WORLD, ONE DATE AT A TIME	
<b>Registration Number:</b>	2934935	DATING FOR BUSY PROFESSIONALS	
<b>Registration Number:</b>	3730862	IJL	
<b>Registration Number:</b>	3962270	IT'S SIMPLY LUNCH	
<b>Registration Number:</b>	3880675	MEET YOUR MATCH	
<b>Registration Number:</b>	3479996	INTELLIGENT DATING	
<b>Registration Number:</b>	3832294	IT'S ONLY LUNCH!	
<b>Registration Number:</b>	2686079	FIRST DATES WILL NEVER BE THE SAME	
<b>Registration Number:</b>	2666401	IJL	
<b>Registration Number:</b>	2175795	DATING FOR BUSY PROFESSIONALS	
<b>Registration Number:</b>	1821901	IT'S JUST LUNCH!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		

OP \$415.00 4524534

TRADEMARK

**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:** 3128637198  
**Email:** nancy.brougher@goldbergkohn.com  
**Correspondent Name:** Nancy J. Brougher, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 East Monroe, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	7213.070
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<b>NAME OF SUBMITTER:</b>	Nancy Brougher
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<b>SIGNATURE:</b>	/njb/
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<b>DATE SIGNED:</b>	08/21/2020
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**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2020, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Freeport Financial Partners LLC ("Freeport"), 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 the date hereof, (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among IJL HOLDING COMPANY, a Delaware corporation ("Holdings"), IT'S JUST LUNCH HOLDINGS LLC, a Nevada limited liability company (the "Borrower"), the other Loan Parties, the Lenders from time to time party thereto, Freeport, as Agent for the Lenders, and U.S. Bank National Association, as Paying Agent, the Lenders 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 (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of the date hereof, 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 Obligations (as defined in the Credit Agreement) of the Borrower; 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 and Agent to enter into the Credit Agreement and to induce the Lenders 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 (the "Trademark Collateral"):

(a) all of its Trademarks and all exclusive Trademark 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 goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) 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. Notwithstanding the foregoing, the Trademark Collateral shall not include any application for a Trademark registration filed with the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act ("Intent to Use Application") prior to the filing with and acceptance by the United States Patent and Trademark Office of a Statement of Use (as described in Section 1(d) of the Lanham Act) or an Amendment to Allege Use (as described in Section 1(c) of the Lanham Act).

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. This Trademark Security Agreement is entered into for recording purposes; in the event of any conflict between the terms and provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the terms and provisions of the Guaranty and Security Agreement shall govern.

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 their Trademarks and Intellectual Property 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. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic transmission shall be

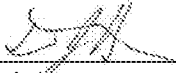
treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

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.

[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.

IT'S JUST LUNCH INTERNATIONAL LLC,  
a Nevada limited liability company, as Grantor

By:  \_\_\_\_\_

Name: Daniel J. Haynes

Title: Vice President and Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

FREEPORT FINANCIAL PARTNERS LLC  
as Agent

By:   
Name: Steve Papaj  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

I. REGISTERED TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
IJL PRIVATE SEARCH	85879921	Registered	4524534	05/06/14
THE SMARTER WAY TO DATE	86435557	Registered	4879622	01/05/16
IT'S JUST LUNCH PRIVATE SEARCH	85880030	Registered	4524536	05/06/14
PRIVATE SEARCH	85329866	Registered	4184491	07/31/12
WE WROTE THE BOOK ON DATING	78533628	Registered	3097573	05/30/06
CHANGING THE WORLD, ONE DATE AT A TIME	78496474	Registered	3023537	12/06/05
DATING FOR BUSY PROFESSIONALS	78372248	Registered	2934935	03/22/05
IJL	77720610	Registered	3730862	12/29/09
IT'S SIMPLY LUNCH	77662686	Registered	3962270	05/17/11
MEET YOUR MATCH	77686812	Registered	3880675	11/23/10
INTELLIGENT DATING	77356300	Registered	3479996	08/05/08
IT'S ONLY LUNCH!	77185668	Registered	3832294	08/10/10
FIRST DATES WILL NEVER BE THE SAME	76383444	Registered	2686079	02/11/03
IJL	76378894	Registered	2666401	12/24/02
DATING FOR BUSY PROFESSIONALS	75043493	Registered	2175795	07/21/98
IT'S JUST LUNCH!	74394787	Registered	1821901	02/15/94

MARK	OWNER	FILED	DATE REGISTERED	REGISTRATION NUMBER	COUNTRY
IJL	It's Just Lunch International LLC	April 27, 2009	March 18, 2011	TMA793320	Canada
IJL Circle Logo	It's Just Lunch International LLC	April 27, 2009	March 21, 2011	TMA793305	Canada
IT'S JUST LUNCH!	It's Just Lunch International LLC	July 15, 2002	May 11, 2004	TMA610051	Canada



MARK	OWNER	FILED	DATE REGISTERED	REGISTRATION NUMBER	COUNTRY
IT'S JUST LUNCH	It's Just Lunch International LLC	April 28, 2009	November 1, 2010	TMA781311	Canada
THIS COULD BE THE LAST AWKWARD PHONE CALL YOU MAKE!	It's Just Lunch International LLC	July 15, 2002	April 19, 2006	TMA662877	Canada