

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM673485

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Malnati Organization, LLC		09/09/2021	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 South Dearborn, Floor L2		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-2300		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3967783	MALNATI CHICAGO CLASSIC	
<b>Registration Number:</b>	3808381	LOU-TO-GO-DOUGH	
<b>Registration Number:</b>	1940148	LOU-TO-GO	
<b>Registration Number:</b>	1217915	LOU MALNATI'S	
<b>Registration Number:</b>	1204080	MALNATI'S	
<b>Serial Number:</b>	90818126	TASTES OF CHICAGO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	09/09/2021		

OP \$165.00 3967783

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT, dated as of September 9, 2021 (this “Agreement”), among THE MALNATI ORGANIZATION, LLC (the “Grantor”) and JPMORGAN CHASE BANK, N.A., as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement, dated as of September 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Malnati Group Intermediate Holdings, LLC, a Delaware limited liability company (“Holdings”), Meatball Merger Sub LLC, an Illinois limited liability company (“Merger Sub”), to be merged with and into Malnati Group Holdings, LLC, an Illinois limited liability company (the “Company”) and, together with Merger Sub, the “Borrower”) and the Lenders and Issuing Banks from time to time party thereto and JPMORGAN CHASE BANK, N.A., as the Administrative Agent and Collateral Agent, and (b) the Collateral Agreement, dated as of September 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement. For purposes of this Agreement, “Trademarks” shall mean, with respect to any Person, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, slogans and other source identifiers, in each case whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or jurisdiction, including all goodwill associated therewith or symbolized thereby, (b) all registrations thereof, and all registrations and applications filed in connection therewith, including in the United States Patent and Trademark Office, (c) all reissues, continuations, extensions and renewals thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, (e) the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and (f) all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets and property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, regardless of where located (collectively, the “Trademark Collateral”):

- (a) all Trademarks of such Grantor, including those listed on Schedule I attached hereto; and
- (b) to the extent not covered by clause (a), all Proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the security interest granted pursuant to this Agreement attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, 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. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the Security Interest granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Termination. Subject to Section 5.13 of the Collateral Agreement, upon (i) the full payment of the Secured Obligations (other than contingent indemnification obligations under the Loan Documents), (ii) the termination or expiration of all Commitments and (iii) all Letters of Credit having expired or been terminated or cash collateralized in accordance with the terms set forth in the Credit Agreement (or other arrangements satisfactory to the relevant Issuing Banks shall have been made), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including by .PDF) shall be effective as delivery of a manually signed counterpart of this Agreement.

**SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.**

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

THE MALNATI ORGANIZATION, LLC, as  
Grantor

By   
Name: Korissa Pierce  
Title: Vice President, Finance

**JPMORGAN CHASE BANK, N.A., as Collateral  
Agent**

By *Michelle Walker*  
Name: Michelle L. Walker  
Title: Vice President

**Schedule I  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Trademark &amp; Design</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Registered Owner</b>
MALNATI CHICAGO CLASSIC	3967783	May 24, 2011	The Malnati Organization, LLC
LOU-TO-GO-DOUGH	3808381	June 22, 2010	The Malnati Organization, LLC
LOU-TO-GO	1940148	December 5, 1995	The Malnati Organization, LLC
LOU MALNATI'S	1217915	November 23, 1982	The Malnati Organization, LLC
MALNATI'S	1204080	August 3, 1982	The Malnati Organization, LLC
TASTES OF CHICAGO	N/A (App. Serial No. 90818126)	N/A (filed July 8, 2021)	The Malnati Organization, LLC
LOU-TO-GO	76056	February 24, 1995	The Malnati Organization, LLC
BUTTERCRUST	67671	November 21, 1990	The Malnati Organization, LLC
LOU MALNATIS	49560	February 26, 1981	The Malnati Organization, LLC
MALNATIS	49561	February 26, 1981	The Malnati Organization, LLC
LOU MALNATIS	49494	February 5, 1981	The Malnati Organization, LLC
MALNATIS	49497	February 5, 1981	The Malnati Organization, LLC
LOU MALNATIS	49496	February 5, 1981	The Malnati Organization, LLC
MALNATI'S	49495	February 5, 1981	The Malnati Organization, LLC

**TRADEMARK APPLICATIONS**

None.