

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM763694

<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>
XTRA CHEF, LLC		08/13/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	4 CHASE METROTECH CENTER		
<b>City:</b>	BROOKLYN		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5074587	XTRACHEF	
<b>Registration Number:</b>	5079173	+	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	8448182387		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Connecticut Avenue NW		
<b>Address Line 2:</b>	Suite 712		
<b>Address Line 4:</b>	Washington, NEW YORK 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1816054		
<b>NAME OF SUBMITTER:</b>	Maria Imennova		
<b>SIGNATURE:</b>	/Maria Imennova/		
<b>DATE SIGNED:</b>	10/26/2022		
<b>Total Attachments: 7</b>			
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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of August 13, 2021 (this "Agreement"), between XTRA CHEF, LLC, a Delaware limited liability company and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

Reference is made to (a) the Counterpart Agreement dated as of the date hereof (the "Counterpart Agreement"), by Xtra Chef, LLC (the "Company") and acknowledged and accepted by JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), pursuant to the Revolving Credit and Guaranty Agreement dated as of June 8, 2021 (as modified by the Counterpart Agreement, the "Amended Credit Agreement"), among Toast, Inc., a Delaware corporation (the "Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and the Administrative Agent and (b) Supplement No. 1 dated as of the date hereof (the "Supplement to Collateral Agreement"), among the Company, the Borrower and the Administrative Agent, to the Collateral Agreement dated as of June 8, 2021 (as supplemented by the Supplement to Collateral Agreement, the "Amended Collateral Agreement"). The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Amended Credit Agreement.

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Amended Credit Agreement or the Amended Collateral Agreement, as applicable. The rules of construction specified in Section 1.3 of the Amended Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Secured Obligations, the Company, pursuant to the Amended Collateral Agreement, did, and hereby does, grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Company's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Company or in, to or under which the Company now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) (i) all letters patent of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof and all applications for letters patent of the United States of America or the equivalent thereof in any other country or any political subdivision thereof, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country or any political subdivision thereof, including any of the foregoing set forth under its name on Schedule I hereto, and (ii) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, inter partes reviews, renewals, adjustments or extensions thereof, and the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registrations and pending applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any

similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including any of the foregoing set forth under its name on Schedule II hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill;

in each case, other than any such asset if, to the extent and for so long as, such asset does not, pursuant to the final proviso of Section 3.01(a) of the Amended Collateral Agreement, constitute Article 9 Collateral.

SECTION 3. Intellectual Property License. Pursuant to the Amended Collateral Agreement, for the purpose of enabling the Administrative Agent to exercise rights and remedies under Article IV of the Amended Collateral Agreement at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, the Company has granted to the Administrative Agent, for the benefit of the Secured Parties, an irrevocable, nonexclusive perpetual license (exercisable without payment of royalty or other compensation to the Company) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property owned as of the date of the Amended Collateral Agreement or thereafter acquired by the Company, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and, to the extent permitted by applicable law, the right to prosecute and maintain all Intellectual Property and the right to sue for infringement of the Intellectual Property.

SECTION 4. Amended Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Amended Collateral Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Amended 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 Amended Collateral Agreement, the terms of the Amended Collateral Agreement shall govern.

SECTION 5. 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. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 6. Incorporation by Reference. The provisions of Sections 5.02, 5.04, 5.06, 5.09 and 5.10 of the Amended Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[Signature Pages Follow]

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

XTRA CHEF, LLC

By: DocuSigned by:  
*Chris Comparato*

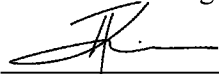
95F8C661B1AE475...  
Name: Chris Comparato

Title: Chief Executive Officer

[Signature Page to Patent & Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007878 FRAME: 0460**

JPMORGAN CHASE BANK, N.A., as  
the Administrative Agent  
by



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Name: Ting Ting Liu  
Title: Authorized Signatory

SCHEDULE I

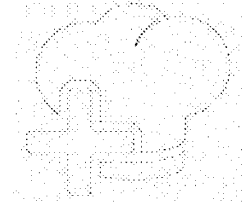
U.S. PATENTS OWNED BY XTRA CHEF, LLC

None.



SCHEDULE II

U.S. TRADEMARKS OWNED BY XTRA CHEF, LLC

Registered Owner	Mark	App. No.	Reg. No.	Filing Date
Xtra Chef, LLC	XTRACHEF	86722551	5,074,587	08/12/2015
Xtra Chef, LLC		86722563	5,079,173	08/12/2015