

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM829242

<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>
FRANCHISE CREATOR, LLC		08/01/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRUE WEST CAPITAL PARTNERS FUND III, LP		
<b>Street Address:</b>	10880 Wilshire Boulevard, Suite 2090		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90024		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4742688	FC FRANCHISE CREATOR	
<b>Registration Number:</b>	5248995	BUILD. FRANCHISE. EXPAND.	
<b>Registration Number:</b>	5248985	FRANCHISE CREATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032202480		
<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>	503-294-9487		
<b>Email:</b>	patrick.hartigan@stoel.com		
<b>Correspondent Name:</b>	Alfredo Villanueva / Stoel Rives LLP		
<b>Address Line 1:</b>	760 SW Ninth Avenue, Suite 3000		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>NAME OF SUBMITTER:</b>	Patrick P. Hartigan, SR paralegal		
<b>SIGNATURE:</b>	/Patrick P. Hartigan/		
<b>DATE SIGNED:</b>	08/03/2023		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July August 1, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by **FRANCHISE CREATOR, LLC**, a Delaware limited liability company (the “*Grantor*”), in favor of **TRUE WEST CAPITAL PARTNERS FUND III, LP**, a Delaware limited partnership (the “*Lender*”).

**WHEREAS**, the Grantor is a party to a Pledge and Security Agreement of even date herewith (the “*Pledge and Security Agreement*”) by and among Grantor, FC Investor Group Holdings, LLC and Lender, pursuant to which the Grantor granted a valid and continuing lien in the Intellectual Property Collateral (as defined below) to Lender.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Lender as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

### **SECTION 2. Grant of Security Interest in Intellectual Property Collateral**

**SECTION 2.1 Grant of Security.** To secure the prompt payment and performance to the Lender of the Secured Obligations, the Grantor hereby grants to the Lender, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the trademark applications and registrations listed on Schedule A hereto (collectively, the “*Intellectual Property Collateral*”).

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Allegation of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, 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. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this

Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO UNLESS LOCATION OF THE COLLATERAL SHALL CAUSE THE LAW OF ANOTHER STATE OR FEDERAL LAW TO APPLY. EACH PARTY HERETO CONSENTS TO JURISDICTION IN ANY STATE OR FEDERAL COURT SITTING IN THE CITY OF DENVER, COLORADO, EXCEPT WHERE THE LOCATION OF COLLATERAL MAY CAUSE JURISDICTION TO LIE IN ANOTHER FORUM.**

**SECTION 5. Counterparts**

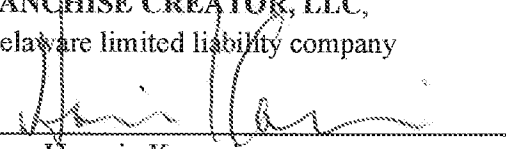
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

GRANTOR:

FRANCHISE CREATOR, LLC,  
a Delaware limited liability company

By:   
Name: Hossein Kasmai  
Title: Chief Executive Officer


[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 008155 FRAME: 0501

Accepted and Agreed:

**TRUE WEST CAPITAL PARTNERS FUND III,  
LP**, a Delaware limited partnership

By: True West Capital Partners GP III, LLC,  
Its: General Partner

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

Name: Steven R. Wilkins

Title: Member

**SCHEDULE A**

**to**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARKS**

Territory	Mark	Owner	Application No. (Application Date)	Registration No. (Registration Date)
USA	FRANCHISE CREATOR	Franchise Creator, LLC	87114869 (July 25, 2016)	5248985 (July 25, 2017)
USA	FC FRANCHISE CREATOR	Franchise Creator, LLC	86384336 (September 3, 2014)	4742688 (May 26, 2015)
USA	BUILD. FRANCHISE. EXPAND.	Franchise Creator, LLC	87121087 (July 29, 2016)	5248995 (July 25, 2017)