

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fuzzy's Taco Holdings, LLC		11/16/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association		
Street Address:	2000 McKinney Ave., Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	5190933	FRESH FAST FUN	
Registration Number:	5309388	BAJA LIFE	
Registration Number:	4152976	EAT ME!	
Registration Number:	4090575		
Registration Number:	4074253	FUZZY'S TACO SHOP	
Registration Number:	4074254	FUZZY'S TACO SHOP	
Registration Number:	3969926	FUZZY'S TACO SHOP	
Registration Number:	4021747	FUZZY'S TACO SHOP	
Registration Number:	3969927	FUZZY'S TACO SHOP	
Registration Number:	3969928	FUZZY'S TACO SHOP	
Registration Number:	3969929	FUZZY'S TACO SHOP	
Registration Number:	3969930	FUZZY'S TACO SHOP	
Registration Number:	4025137	EAT ME!	
Registration Number:	4025138	EAT ME!	
Registration Number:	3969931	EAT ME!	
Registration Number:	3977110		
Registration Number:	3966229		
Registration Number:	4025141		
Registration Number:	3966231		
TRADEMARK			

CH \$640.00 5190933

Property Type	Number	Word Mark
Registration Number:	3969936	WELCOME TO YOUR NEW ADDICTION
Registration Number:	3969937	WELCOME TO YOUR NEW ADDICTION
Registration Number:	3969939	WELCOME TO YOUR NEW ADDICTION
Registration Number:	3494473	FUZZY DUST
Registration Number:	3494474	FUZZY'S TACO SHOP
Registration Number:	3497574	BUTT BURNIN' HOT SAUCE

CORRESPONDENCE DATA

Fax Number: 3125774565
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: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	388942-15
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	11/16/2018

Total Attachments: 7
source=06 tcb fuzzy_s trademark security agreement final 2018 (executed)#page1.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2018, is made by Fuzzy's Taco Holdings, LLC, a Texas limited liability company ("Grantor"), in favor of Texas Capital Bank, National Association, a national banking association ("Lender").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, FTO Holding Company, LLC, as Borrower, the other Obligated Parties and Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty Agreement of even date herewith in favor of the Lender, to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, to secure its obligations under the Guaranty Agreement, Grantor has executed a Security Agreement (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement") in favor of the Lender pursuant to which Security Agreement Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make extensions of credit to Borrower thereunder, Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

(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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with its Trademarks 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.

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, 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.

Very truly yours,

FUZZY'S TACO HOLDINGS, LLC
as Grantor

By: Mel Knight
Name: Mel Knight
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006482 FRAME: 0953

ACCEPTED AND AGREED
as of the date first above written:

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

By: *Brian Frank*
Name: Brian Frank
Title: EVP – Corporate Banking

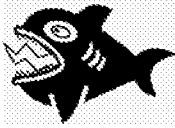



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


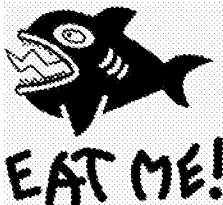

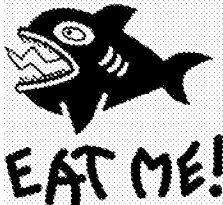
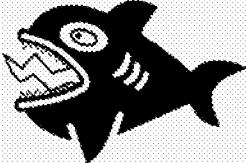
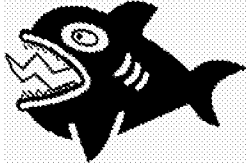
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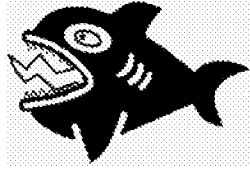
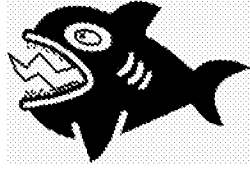
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
Fuzzy's Taco Holdings, LLC	FRESH FAST FUN	87180121	09/22/2016	5190933	04/25/2017
Fuzzy's Taco Holdings, LLC	BAJA LIFE	87180141	09/22/2016	5309388	10/17/2017
Fuzzy's Taco Holdings, LLC	EAT ME!	85338987	06/06/2011	4152976	06/05/2012
Fuzzy's Taco Holdings, LLC		85338994	06/06/2011	4090575	01/24/2012
Fuzzy's Taco Holdings, LLC	FUZZY'S TACO SHOP	85338998	06/06/2011	4074253	12/20/2011
Fuzzy's Taco Holdings, LLC	FUZZY'S TACO SHOP 	85339007	06/06/2011	4074254	12/20/2011
Fuzzy's Taco Holdings, LLC	FUZZY'S TACO SHOP 	85140974	09/29/2010	3969926	05/31/2011
Fuzzy's Taco Holdings, LLC	FUZZY'S TACO SHOP 	85140988	09/29/2010	4021747	09/06/2011
Fuzzy's Taco Holdings, LLC	FUZZY'S TACO SHOP	85140998	09/29/2010	3969927	05/31/2011

					
Fuzzy's Taco Holdings, LLC	FUZZY'S TACO SHOP	85141006	09/29/2010	3969928	05/31/2011
Fuzzy's Taco Holdings, LLC	FUZZY'S TACO SHOP	85141016	09/29/2010	3969929	05/31/2011
Fuzzy's Taco Holdings, LLC	FUZZY'S TACO SHOP	85141023	09/29/2010	3969930	05/31/2011
Fuzzy's Taco Holdings, LLC	EAT ME! 	85141034	09/29/2010	4025137	09/13/2011
Fuzzy's Taco Holdings, LLC	EAT ME! 	85141044	09/29/2010	4025138	09/13/2011
Fuzzy's Taco Holdings, LLC	EAT ME! 	85141087	09/29/2010	3969931	05/31/2011
Fuzzy's Taco Holdings, LLC		85141129	09/29/2010	3977110	06/14/2011
Fuzzy's Taco Holdings, LLC		85141138	09/29/2010	3966229	05/24/2011

Fuzzy's Taco Holdings, LLC		85141149	09/29/2010	4025141	09/13/2011
Fuzzy's Taco Holdings, LLC		85141158	09/29/2010	3966231	05/24/2011
Fuzzy's Taco Holdings, LLC	WELCOME TO YOUR NEW ADDICTION	85141162	09/29/2010	3969936	05/31/2011
Fuzzy's Taco Holdings, LLC	WELCOME TO YOUR NEW ADDICTION	85141167	09/29/2010	3969937	05/31/2011
Fuzzy's Taco Holdings, LLC	WELCOME TO YOUR NEW ADDICTION	85141181	09/29/2010	3969939	05/31/2011
Fuzzy's Taco Holdings, LLC	FUZZY DUST	76696546	02/05/2008	3494473	09/02/2008
Fuzzy's Taco Holdings, LLC	FUZZY'S TACO SHOP	76686547	02/05/2008	3494474	09/02/2008
Fuzzy's Taco Holdings, LLC	BUTT BURNIN' HOT SAUCE	76686554	02/05/2008	3497574	09/02/2008

2. TRADEMARK APPLICATIONS

None.