

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Toast, Inc.		03/05/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4695692	TOAST	
Registration Number:	4802282	TOAST POS	
Registration Number:	4802283	TOAST TAB	
Registration Number:	5184343	TOAST	
Registration Number:	5370557	TOAST	
Registration Number:	5423844		
Registration Number:	4805546	TOAST	
Registration Number:	4805547	USE TOAST	
Serial Number:	88048201	TOAST GO	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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>			
Phone:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Brandon Coyle c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	125180.00004 BRC		

CH \$240.00 4695692

NAME OF SUBMITTER:	Brandon R. Coyle
SIGNATURE:	/Brandon R. Coyle/
DATE SIGNED:	03/06/2019
Total Attachments: 5 source=Toast - Short Form TM Security Agreement [Executed]#page1.tif source=Toast - Short Form TM Security Agreement [Executed]#page2.tif source=Toast - Short Form TM Security Agreement [Executed]#page3.tif source=Toast - Short Form TM Security Agreement [Executed]#page4.tif source=Toast - Short Form TM Security Agreement [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this “Agreement”), dated as of March 5, 2019, between Toast, Inc., a Delaware corporation (the “Borrower”), each subsidiary of the Borrower party hereto (together with the Borrower, each a “Grantor”, and collectively, the “Grantors”) and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Lenders (defined below).

Reference is made to (a) the Pledge and Security Agreement, dated as of March 5, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) among the Borrower, each subsidiary of the Borrower party thereto (together with any additional entities that become parties to the Security Agreement) and the Administrative Agent and (b) the Credit Agreement dated as of March 5, 2019 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the lenders from time to time party thereto (the “Lenders”), the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.4 of the Security Agreement also apply to this Agreement.

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, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties 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 (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (except

for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any Excluded Property.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

TOAST, INC., as a Grantor

By:  _____

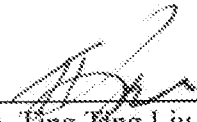
Name: Chris Comparato

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006582 FRAME: 0916

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

By: 
Name: Ting Ping Liu
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE I

Trademark Applications and Registrations

Grantor	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
Toast, Inc.	Toast	86345980	7/23/2014	4695692	3/3/2015
Toast, Inc.	Toast POS	86346005	7/23/2014	4802282	6/16/2015
Toast, Inc.	Toast Tab	86346042	7/23/2014	4802283	6/16/2015
Toast, Inc.	Toast (Old Logotype)	86781028	10/7/2015	5184343	4/18/2017
Toast, Inc.	Toast (Logotype with Icon)	86780986	10/7/2015	5370557	1/2/2018
Toast, Inc.	Toast (Icon)	86780963	10/7/2015	5423844	3/13/2018
Toast, Inc.	Toast	86470967	12/4/2014	4805546	9/1/2015
Toast, Inc.	Use Toast	86475331	12/9/2014	4805547	9/1/2015
Toast, Inc.	Toast Go	88048201	7/23/2018	Pending	N/A