

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM556518

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aetius Companies, LLC		12/20/2019	Limited Liability Company: DELAWARE
Aetius Restaurant Holdings, LLC		12/20/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CrowdOut Capital LLC, as Agent
<b>Street Address:</b>	3001 S. Lamar Blvd., Suite A-300
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78704
<b>Entity Type:</b>	Limited Liability Company: TEXAS

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5195443	HALLOWING
Registration Number:	5121924	HALLOWING
Registration Number:	4745159	SRIRACHOS
Registration Number:	4308783	WHERE GREAT FOOD ROCKS
Registration Number:	4121366	WILD WORLD OF SPORTS
Registration Number:	3759930	RIBROARIOUS RIBS
Registration Number:	3759848	WILD CHILD
Registration Number:	3675753	FREQUENT FRYER CARD
Registration Number:	3650744	THE SLAYER
Registration Number:	3650712	THE RANCHILADA WING
Registration Number:	3650689	GO WILD. OR GO HOME!
Registration Number:	3650687	WILD WILD WEDNESDAY
Registration Number:	3637674	WILD WING TO GO
Registration Number:	3533468	CHICKEN FEATHERS
Registration Number:	2812177	HOT WINGS COLD BEER GOOD TIMES!
Registration Number:	2723509	BEST WINGS SOUTH OF BUFFALO
Registration Number:	2659163	WINGSTOCK

OP \$515.00 5195443

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2093944	WILD WING CAFE
Registration Number:	1996339	WILD WING CAFE
Registration Number:	1608553	WILDWINGS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 212-655-3320  
**Email:** pwright@chapman.com  
**Correspondent Name:** Chapman and Cutler LLP  
**Address Line 1:** 1270 Avenue of the Americas, 30th Floor  
**Address Line 2:** Attn: Patricia A. Wright  
**Address Line 4:** New York, NEW YORK 10020

<b>NAME OF SUBMITTER:</b>	Patricia A. Wright
<b>SIGNATURE:</b>	/Patricia A. Wright/
<b>DATE SIGNED:</b>	01/08/2020

**Total Attachments: 8**

- source=CrowdOut - Trademark Security Agreement#page1.tif
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Aetius Companies, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Corporation

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 20, 2019

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: CrowdOut Capital LLC, as Agent

Street Address: 3001 S. Lamar Blvd., Suite A-300

City: Austin

State: Texas

Country: USA Zip: 78704

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

See Schedule A attached to the Intellectual Property Security Agreement

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule A attached to the Intellectual Property Security Agreement

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

See Schedule A attached to the Intellectual Property Security Agreement

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Chapman and Cutler LLP

Internal Address: Attn: Patricia A. Wright

Street Address: 1270 Avenue of the Americas

City: New York

State: New York Zip: 10020

Phone Number: (212) 655-3320

Docket Number: \_\_\_\_\_

Email Address: pwright@chapman.com

**6. Total number of applications and registrations involved:**

20

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

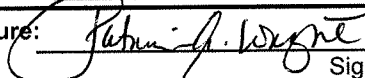
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

January 8, 2020

Date

Total number of pages including cover sheet, attachments, and document: 8

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTIES

<u>PARTY NAME</u>	<u>ORIGINATION TYPE</u>	<u>INCORPORATION</u>
Aetius Restaurant Holdings, LLC	LLC	Delaware

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of December 20, 2019, is made by the Persons listed on the signature to CROWDOUT CAPITAL LLC, as administrative agent and collateral agent (in such capacity, and together with its successors and assigns, “*Agent*”) for the Lenders (as defined in the Credit Agreement referred to below).

WHEREAS, AETIUS INTERMEDIATE COMPANY, LLC, a Delaware limited liability company (“*Borrower*”), certain Guarantors from time to time parties hereto, the Lenders from time to time party thereto and Agent, have entered into that certain Credit, Security and Guaranty Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, under the terms of the Credit Documents, the Credit Parties have granted to Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain intellectual property of the Credit Parties, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Credit Party agrees as follows:

SECTION 1. Grant of Security. Each Credit Party hereby grants to Agent for the ratable benefit of the Lenders a security interest in all of such Credit Party’s right, title and interest in and to the following (the “*Collateral*”):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(ii) the copyright registrations and applications and copyright licenses set forth in Schedule B hereto (the “*Copyrights*”);

(iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Credit Party accruing thereunder or pertaining thereto; and

(iv) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Credit Party under this IP Security Agreement secures the payment of all Obligations of such Credit Party now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, the Guaranteed Obligations, as applicable.

SECTION 3. Recordation. Each Credit Party authorizes and requests that the Register of Copyrights and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Credit Party does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]


IN WITNESS WHEREOF, each Credit Party has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CREDIT PARTIES:

AETIUS COMPANIES, LLC, a Delaware limited liability company

By:   
Name: Denis Ackah-Yensu  
Title: Authorized Signatory

AETIUS RESTAURANT HOLDINGS, LLC, a Delaware limited liability company

By:   
Name: Denis Ackah-Yensu  
Title: Authorized Signatory

Agreed and Acknowledged:

CROWDOUT CAPITAL LLC, as Agent

By: 

Name: Alexander Schoenbaum

Title: Chief Executive Officer

SIGNATURE PAGE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006833 FRAME: 0541**



Schedule A

TRADEMARKS

**Trademarks**

<b>Owner</b>	<b>Trademark / Trademark Application</b>	<b>Trademark No. / Application No.</b>	<b>Issue Date / Application Date</b>
Aetius Restaurant Holdings, LLC	HALLOWING	5195443	05/02/17
	HALLOWING	5121924	01/17/17
	SRIRACHOS	4745159	05/26/15
	WHERE GREAT FOOD ROCKS	4308783	03/26/13
	WILD WORLD OF SPORTS	4121366	04/03/12
	RIBROARIOUS RIBS	3759930	03/16/10
	WILD CHILD	3759848	03/16/10
	FREQUENT FRYER CARD	3675753	09/01/09
	THE SLAYER	3650744	07/07/09
	THE RANCHILADA WING	3650712	07/07/09
	GO WILD. OR GO HOME!	3650689	07/07/09
	WILD WILD WEDNESDAY	3650687	07/07/09
	WILD WING TO GO and Design	3637674	06/16/09
	CHICKEN FEATHERS	3533468	11/18/08
	HOT WINGS COLD BEER GOOD TIMES!	2812177	02/10/04
	BEST WINGS SOUTH OF BUFFALO	2723509	06/10/03
	WINGSTOCK	2659163	12/10/02
	WILD WING CAFE and Design	2093944	09/09/97
	WILD WING CAFE	1996339	08/27/96
WILDWINGS	1608553	07/31/90	

Schedule B

COPYRIGHTS

**Copyrights**

<b>Owner</b>	<b>Copyrights / Copyright Application</b>	<b>Copyright No. / Application No.</b>	<b>Issue Date / Application Date</b>
Aetius Restaurant Holdings, LLC	Wild Wing Cafe	TXu000601188	1993-10-22
	Wild Wing Cafe	TXu000601187	1993-10-22