

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588146

| | | | |
|--|--|------------------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BRAVO BRIO RESTAURANTS, LLC | | 06/11/2020 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | CITY NATIONAL BANK | | |
| Street Address: | 555 South Flower Street, Sixteenth Floor | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90071 | | |
| Entity Type: | National Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5403210 | BRIO COASTAL BAR & KITCHEN | |
| Registration Number: | 5376838 | BRIO BAR DEL MAR | |
| Registration Number: | 3997375 | BRAVO BRIO RESTAURANT GROUP | |
| Registration Number: | 3191292 | BRIO TUSCAN GRILLE | |
| Registration Number: | 3602083 | BRAVO! | |
| Registration Number: | 3602082 | BRAVO! | |
| Registration Number: | 3404924 | BRAVO! ITALIAN KITCHEN | |
| Registration Number: | 2996778 | BRIO | |
| Registration Number: | 2668498 | BON VIE BISTRO BAR BON TEMPS | |
| Registration Number: | 2773908 | BON VIE | |
| Registration Number: | 2622987 | BRAVO! CUCINA ITALIANA | |
| Registration Number: | 2622985 | CUCINA BRAVO! ITALIANA | |
| Registration Number: | 2018983 | BRIO | |
| Serial Number: | 87933372 | FOODFIRST GLOBAL RESTAURANTS | |
| Serial Number: | 87933344 | FOODFIRST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i> | | | |

OP \$390.00 5403210

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-655-3327
Email: sschwartz@chapman.com
Correspondent Name: Chapman and Cutler LLP
Address Line 1: 1270 Avenue of the Americas, 30th Floor
Address Line 2: Attn: Soren Schwartz
Address Line 4: New York, NEW YORK 10020

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Soren Schwartz |
| SIGNATURE: | /Soren Schwartz/ |
| DATE SIGNED: | 07/23/2020 |

Total Attachments: 7

source=Bravo- Trademark Recordation#page1.tif
source=Bravo- Trademark Recordation#page2.tif
source=Bravo- Trademark Recordation#page3.tif
source=Bravo- Trademark Recordation#page4.tif
source=Bravo- Trademark Recordation#page5.tif
source=Bravo- Trademark Recordation#page6.tif
source=Bravo- Trademark Recordation#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of June 11, 2020, is made by BRAVO BRIO RESTAURANTS, LLC, a Florida limited liability company (“Grantor”), in favor of CITY NATIONAL BANK (together with its successors and assigns, the “Secured Party”).

WITNESSETH:

WHEREAS, pursuant to that certain Secured Loan Agreement, dated as of June 11, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among, *inter alios*, Grantor, as borrower, and the Secured Party, as lender, the Secured Party has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Trademark Security Agreement.

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement, and if not therein, 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 Obligations, hereby mortgages, pledges and hypothecates to the Secured Party, and grants to the Secured Party, 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 owned by Grantor and all licenses providing for the grant by or to Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark or such license; and

(d) 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.

For the avoidance of doubt, the grant of the security interest in the Trademark Collateral is not an outright assignment of the Trademark Collateral to the Secured Party.

Section 3. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.

Section 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party 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 5. 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 or desirable actions in connection with its trademarks and licenses subject to a security interest hereunder. NOTWITHSTANDING THE FOREGOING, GRANTOR SHALL NOT BE LIABLE FOR THE GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT OF THE SECURED PARTY OR ANY SUCCESSOR, ASSIGNEE OR THIRD PARTY BENEFICIARY OR ANY OTHER PERSON.

Section 6. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Trademark Security Agreement, the Secured Party shall, at the sole cost and expense of the Borrowers, execute all documents, make all filings, take all other actions reasonably requested by Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 7. 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. Any signed signature page delivered by facsimile or electronic transmission shall be as effective as delivery of an original, signed signature page.

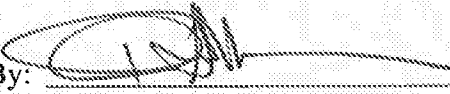
Section 8. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to the conflicts of law provisions thereof.

[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,

BRAVO BRIO RESTAURANTS, LLC,
as Grantor

By: 

Name: Thomas Avallone

Title: President

[Trademark Security Agreement]

TRADEMARK
REEL: 007006 FRAME: 0334

ACCEPTED AND AGREED
as of the date first above written:

CITY NATIONAL BANK,
as Secured Party


By: Michael Rosenheck
Name: Michael D. Rosenheck
Title: Vice President – Special Assets

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

U.S. REGISTERED TRADEMARKS

| Trademark Description | Serial Number | Registration Number |
|---|---------------|---------------------|
| FOODFIRST GLOBAL RESTAURANTS (Word Mark) | 87933372 | n/a |
| FOODFIRST (Word Mark) | 87933344 | n/a |
| BRIO COASTAL BAR & KITCHEN (Word Mark) | 87359595 | 5403210 |
| BRIO BAR DEL MAR (Word Mark) | 87355765 | 5376838 |
| BRAVO BRIO Restaurant Group (Word Mark) | 85198149 | 3997375 |
| BRIO TUSCAN GRILLE  | 78605918 | 3191292 |
| BRAVO! (Word Mark) | 77558272 | 3602083 |
|  | 77558263 | 3602082 |
| BRAVO! ITALIAN KITCHEN (Word Mark) | 77239451 | 3404924 |

| Trademark Description | Serial Number | Registration Number |
|--|---------------|---------------------|
| BRIO (Word Mark) | 76603870 | 2996778 |
|  <p>BISTRO BAR BON VIE BON TEMPS</p> | 76314784 | 2668498 |
| BON VIE | 76225708 | 2773908 |
| BRAVO! CUCINA ITALIANA | 76048342 | 2622987 |
| CUCINA BRAVO! ITALIANA | 76048071 | 2622985 |
|  <p>BRIO</p> | 74725916 | 2018983 |