

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FQSR, LLC		05/26/2021	Limited Liability Company: DELAWARE
KBP BRANDS, LLC		05/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC		
Street Address:	501 West 5th Street, Suite 1100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5760951	KBP FOODS PASSION FOR EXCELLENCE	
Registration Number:	5760950	KBPFOODS	
Registration Number:	5760949		
Registration Number:	5760948	KBP FOODS	
Serial Number:	90648152	KBP BRANDS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		

CH \$140.00 5760951

DATE SIGNED:	05/26/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of May 26, 2021, is made by each of the entities listed on the signature pages hereof as "Grantors" (each a "Grantor" and, collectively, the "Grantors"), in favor of **AB PRIVATE CREDIT INVESTORS LLC** ("AB-PCI"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Credit and Guaranty Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of May 14, 2018 (as heretofore amended and as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit and Guaranty Agreement"), by and among **KBP BRANDS, LLC**, a Delaware limited liability company ("Borrower"), certain direct and indirect Subsidiaries of Borrower, as Guarantors, the Lenders party thereto from time to time, and AB-PCI, as Administrative Agent and as Collateral Agent, the Lenders have made or severally agreed to make extensions of credit to Borrower on the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Amended and Restated Pledge and Security Agreement, dated as of May 26, 2021, executed by the Grantors in favor of the Collateral Agent (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), to grant a security interest and Lien in the Collateral of such Grantor to secure the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Credit and Guaranty Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with

respect to any and all of the foregoing: (i) all registrations and applications therefor with the United States Patent and Trademark Office including, without limitation, the registrations and applications listed on Annex A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “Trademarks”); and

(b) all written agreements containing the express grant of any right in or to any of the Trademarks or otherwise providing for a covenant not to sue for infringement dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement listed on Annex A attached hereto.

Section 3. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Collateral Agent by each Grantor pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by such Grantor 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademark Collateral subject to a security interest hereunder.

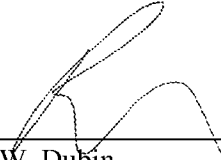
Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS 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.

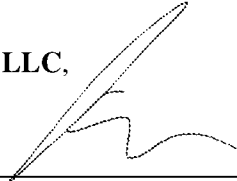
[Signature Pages Follow.]

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

FQSR, LLC,
as Grantor

By: 
Name: Barry W. Dubin
Title: Secretary

KBP BRANDS, LLC,
as Grantor

By: 
Name: Barry W. Dubin
Title: Vice President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007307 FRAME: 0549

ACCEPTED AND AGREED

as of the date first above written:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By:  _____

Name: Justin Grimm

Title: Managing Director

[Signature Page to Trademark Security Agreement]

Annex A to Trademark Security Agreement

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Registration No.	Registration Date
FQSR, LLC	KBP FOODS PASSION FOR EXCELLENCE (and Design) 	U.S. Reg. 5760951	May 28, 2019
FQSR, LLC	KBPFOODS (and Design) 	U.S. Reg. 5760950	May 28, 2019
FQSR, LLC	DESIGN ONLY 	U.S. Reg. 5760949	May 28, 2019
FQSR, LLC	KBP FOODS	U.S. Reg. 5760948	May 28, 2019

2. TRADEMARK APPLICATIONS

Owner	Mark	Application No.	Application Date
KBP Brands, LLC	KBP BRANDS	90648152	April 15, 2021

3. TRADEMARK LICENSES

Rights to the use of franchise trademarks incidental to the right to operate the respective franchise restaurant.