

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM703430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRG, LLC		01/19/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	Mail Code NY1-C-413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 74			
Property Type	Number	Word Mark	
Registration Number:	6376660	F	
Registration Number:	6216749	OUR SUBS SAVE LIVES	
Registration Number:	6216252	ENJOY MORE SUBS. SAVE MORE LIVES.	
Registration Number:	5730047	WELCOME TO FIREHOUSE	
Registration Number:	5702658	H2O FOR HEROES	
Registration Number:	5675356	WELCOME TO FIREHOUSE	
Registration Number:	4738798	FIREHOUSE FUNDS	
Registration Number:	4639978	FIREHOUSE SALAD	
Registration Number:	4639976	HOOK & LADDER SALAD	
Registration Number:	4618210	FIREHOUSE SUBS CHERRY LIME - AID LIGHT	
Registration Number:	3246353	FIREHOUSE SUBS	
Registration Number:	3253052	FIREHOUSE SUBS	
Registration Number:	3482188	FIREHOUSE SUBS FOUNDED BY FIREMEN	
Registration Number:	3082197	FIREHOUSE SUBS	
Registration Number:	3382694	FIREHOUSE SUBS	
Registration Number:	3261752	FIREHOUSE SUBS	
Registration Number:	3323736	FIREHOUSE STEAK & CHEESE	
Registration Number:	3323735	FIREHOUSE HERO	
Registration Number:	3323734	NEW YORK STEAMER	

OP \$1865.00 6376660

Property Type	Number	Word Mark
Registration Number:	3323733	HOOK & LADDER
Registration Number:	3306295	FIREHOUSE SUBS
Registration Number:	3316544	FIREHOUSE SUBS FOUNDED BY FIREMEN
Registration Number:	3161773	CAPTAIN SORENSEN'S
Registration Number:	3173205	CAPTAIN SORENSEN'S DATIL PEPPER HOT SAUC
Registration Number:	3355508	ENGINEER
Registration Number:	3000715	FIREHOUSE
Registration Number:	1903135	FIREHOUSE
Registration Number:	2606263	FIREHOUSE SUBS
Registration Number:	2795060	FIREHOUSE SUBS
Registration Number:	3014796	FIREHOUSE SUBS
Registration Number:	3027225	FIREHOUSE SUBS
Registration Number:	3031377	FIREHOUSE SUBS
Registration Number:	3063736	FIREHOUSE SUBS
Registration Number:	3065955	FIREHOUSE SUBS
Registration Number:	3070837	FIREHOUSE SUBS
Registration Number:	3082196	FIREHOUSE SUBS
Registration Number:	3323156	FIREHOUSE SUBS
Registration Number:	3615605	FIREHOUSE SUBS
Registration Number:	3827073	FIREHOUSE SUBS
Registration Number:	2795059	FIREHOUSE SUBS
Registration Number:	2866824	FIREHOUSE SUBS
Registration Number:	3012834	FIREHOUSE SUBS
Registration Number:	3012835	FIREHOUSE SUBS
Registration Number:	3027226	FIREHOUSE SUBS
Registration Number:	3031378	FIREHOUSE SUBS
Registration Number:	3063737	FIREHOUSE SUBS
Registration Number:	3070838	FIREHOUSE SUBS
Registration Number:	3070844	FIREHOUSE SUBS
Registration Number:	3323157	FIREHOUSE SUBS
Registration Number:	3323158	FIREHOUSE SUBS
Registration Number:	3833616	FIREHOUSE SUBS
Registration Number:	1983934	FIREHOUSE SUBS EST. 1994
Registration Number:	3791438	FIREHOUSE SUBS CHERRY LIME-AID FIREHOUSE
Registration Number:	3482187	FIREHOUSE SUBS FOUNDED BY FIREMEN
Registration Number:	3618997	FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION
Registration Number:	3357598	FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION
Registration Number:	3413742	FOUNDED BY FIREMEN

Property Type	Number	Word Mark
Registration Number:	3413743	FOUNDED BY FIREMEN
Registration Number:	5301445	FOUNDED BY FIREMEN
Registration Number:	5385397	FOUNDED BY FIREMEN
Registration Number:	2784438	FULLY INVOLVED
Registration Number:	5651363	RAPID RESCUE
Registration Number:	5510032	RAPID RESCUE TO GO
Registration Number:	5728855	RAPID RESCUE TO GO
Registration Number:	5510033	RAPID RESCUE TO GO
Registration Number:	5155234	THE LIEUTENANT
Registration Number:	3847091	THE ROOKIE
Registration Number:	2786569	ENGINEER SUB
Registration Number:	3017190	FIREHOUSE "HERO" SUB
Registration Number:	4940399	FUEL UNDER 500
Registration Number:	4879768	HEROFUEL
Registration Number:	2797711	HOOK & LADDER SUB
Registration Number:	2802416	NEW YORK STEAMER SUB
Registration Number:	5079829	THE HERO OF ALL SUBS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	01/20/2022

Total Attachments: 8

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SECURITY AGREEMENT SUPPLEMENT FOR US TRADEMARKS

SUPPLEMENT NO. 2 (this "Supplement") dated as of January 19, 2022, to the Security Agreement dated as of December 12, 2014 (the "Closing Date") among certain subsidiaries of 1013421 B.C. UNLIMITED LIABILITY COMPANY, an unlimited liability company organized under the laws of British Columbia ("Holdings") from time to time party thereto and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Collateral Agent (the "Collateral Agent") for the Secured Parties (the "Security Agreement").

A. Reference is made to that certain Credit Agreement dated as of October 27, 2014 as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement", among 1011778 B.C. Unlimited Liability Company, an unlimited liability company organized under the laws of British Columbia (the "Parent Borrower"), New Red Finance, Inc., a Delaware corporation (the "Subsidiary Borrower" and together with the Parent Borrower, the "Borrowers"), Holdings, JPMCB, as administrative agent (in such capacity, the "Administrative Agent"), and Collateral Agent, each Lender from time to time party thereto and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit to the Borrowers and the Hedge Banks to enter into Secured Hedge Agreements upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrowers, Holdings and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements from time to time under the terms of the Credit Agreement.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral

Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by the New Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the Collateral, including the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule I hereto (excluding any Excluded Property).

SECTION 6. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 7. The New Grantor authorizes and requests that the Commissioner for Trademarks record this Supplement.

SECTION 8. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.


SECTION 10. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 12. Reimbursement of the Collateral Agent’s expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

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JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Jeffrey C Miller
Title: Executive Director

[RBI – Signature Page to Supplement for US Trademarks]

TRADEMARK
REEL: 007563 FRAME: 0245

SCHEDULE I
TO SUPPLEMENT NO. 2 TO THE
SECURITY AGREEMENT

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
FRG, LLC	F	6,376,660
FRG, LLC	OUR SUBS SAVE LIVES	6,216,749
FRG, LLC	ENJOY MORE SUBS. SAVE MORE LIVES.	6,216,252
FRG, LLC	WELCOME TO FIREHOUSE	5,730,047
FRG, LLC	H2O FOR HEROES	5,702,658
FRG, LLC	WELCOME TO FIREHOUSE	5,675,356
FRG, LLC	FIREHOUSE FUNDS	4,738,798
FRG, LLC	FIREHOUSE SALAD	4,639,978
FRG, LLC	HOOK & LADDER SALAD	4,639,976
FRG, LLC	FIREHOUSE SUBS CHERRY LIME – AID LIGHT FIREHOUSE ORIGINAL	4,618,210
FRG, LLC	FIREHOUSE SUBS	3,246,353
FRG, LLC	FIREHOUSE SUBS	3,253,052
FRG, LLC	FIREHOUSE SUBS FOUNDED BY FIREMEN	3,482,188
FRG, LLC	FIREHOUSE SUBS	3,082,197
FRG, LLC	FIREHOUSE SUBS	3,382,694
FRG, LLC	FIREHOUSE SUBS	3,261,752
FRG, LLC	FIREHOUSE STEAK & CHEESE	3,323,736
FRG, LLC	FIREHOUSE HERO	3,323,735
FRG, LLC	NEW YORK STEAMER	3,323,734
FRG, LLC	HOOK & LADDER	3,323,733
FRG, LLC	FIREHOUSE SUBS	3,306,295
FRG, LLC	FIREHOUSE SUBS FOUNDED BY FIREMEN	3,316,544
FRG, LLC	CAPTAIN SORENSEN'S	3,161,773
FRG, LLC	CAPTAIN SORENSEN'S DATIL PEPPER HOT SAUCE	3,173,205
FRG, LLC	ENGINEER	3,355,508
FRG, LLC	FIREHOUSE	3,000,715
FRG, LLC	FIREHOUSE	1,903,135
FRG, LLC	FIREHOUSE SUBS	2,606,263
FRG, LLC	FIREHOUSE SUBS	2,795,060
FRG, LLC	FIREHOUSE SUBS	3,014,796
FRG, LLC	FIREHOUSE SUBS	3,027,225

Registered owner/ Grantor	Trademark	Registration No. or Application No.
FRG, LLC	FIREHOUSE SUBS	3,031,377
FRG, LLC	FIREHOUSE SUBS	3,063,736
FRG, LLC	FIREHOUSE SUBS	3,065,955
FRG, LLC	FIREHOUSE SUBS	3,070,837
FRG, LLC	FIREHOUSE SUBS	3,082,196
FRG, LLC	FIREHOUSE SUBS	3,323,156
FRG, LLC	FIREHOUSE SUBS	3,615,605
FRG, LLC	FIREHOUSE SUBS	3,827,073
FRG, LLC	FIREHOUSE SUBS	2,795,059
FRG, LLC	FIREHOUSE SUBS	2,866,824
FRG, LLC	FIREHOUSE SUBS	3,012,834
FRG, LLC	FIREHOUSE SUBS	3,012,835
FRG, LLC	FIREHOUSE SUBS	3,027,226
FRG, LLC	FIREHOUSE SUBS	3,031,378
FRG, LLC	FIREHOUSE SUBS	3,063,737
FRG, LLC	FIREHOUSE SUBS	3,070,838
FRG, LLC	FIREHOUSE SUBS	3,070,844
FRG, LLC	FIREHOUSE SUBS	3,323,157
FRG, LLC	FIREHOUSE SUBS	3,323,158
FRG, LLC	FIREHOUSE SUBS	3,833,616
FRG, LLC	FIREHOUSE SUBS EST. 1994	1,983,934
FRG, LLC	FIREHOUSE SUBS CHERRY LIME- AID FIREHOUSE ORIGINAL	3,791,438
FRG, LLC	FIREHOUSE SUBS FOUNDED BY FIREMEN	3,482,187
FRG, LLC	FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION	3,618,997
FRG, LLC	FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION	3,357,598
FRG, LLC	FOUNDED BY FIREMEN	3,413,742
FRG, LLC	FOUNDED BY FIREMEN	3,413,743
FRG, LLC	FOUNDED BY FIREMEN	5,301,445
FRG, LLC	FOUNDED BY FIREMEN	5,385,397
FRG, LLC	FULLY INVOLVED	2,784,438
FRG, LLC	RAPID RESCUE	5,651,363
FRG, LLC	RAPID RESCUE TO GO	5,510,032
FRG, LLC	RAPID RESCUE TO GO	5,728,855
FRG, LLC	RAPID RESCUE TO GO	5,510,033
FRG, LLC	THE LIEUTENANT	5,155,234
FRG, LLC	THE ROOKIE	3,847,091
FRG, LLC	ENGINEER SUB	2,786,569
FRG, LLC	FIREHOUSE "HERO" SUB	3,017,190

Registered owner/ Grantor	Trademark	Registration No. or Application No.
FRG, LLC	FUEL UNDER 500	4,940,399
FRG, LLC	HEROFUEL	4,879,768
FRG, LLC	HOOK & LADDER SUB	2,797,711
FRG, LLC	NEW YORK STEAMER SUB	2,802,416
FRG, LLC	THE HERO OF ALL SUBS	5,079,829