

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745252

| | | | |
|---|-----------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AMD Direct, Inc. | | 07/29/2022 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Signature Bank | | |
| Street Address: | 1177 Avenue of the Americas | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10036 | | |
| Entity Type: | Chartered Bank: NEW YORK | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90348139 | SUMMERSET GRILLS | |
| Serial Number: | 90748861 | TRUEFLAME | |
| Serial Number: | 88957988 | TRUEFLAME | |
| Serial Number: | 97093805 | SUNFIRE | |
| Serial Number: | 97213215 | | |
| Serial Number: | 97093826 | SUNFIRE | |
| Serial Number: | 87382513 | AMERICAN MUSCLE GRILL | |
| Serial Number: | 86467611 | MUSCLE GRILL | |
| Serial Number: | 85886246 | ALTURI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024083141 | | |
| <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: | 2024083141 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | CSC | | |
| Address Line 1: | 1090 Vermont Avenue, NW | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| NAME OF SUBMITTER: | Jean Paterson | | |

CH \$240.00 90348139

| | |
|--|------------|
| SIGNATURE: | /jep/ |
| DATE SIGNED: | 08/02/2022 |
| Total Attachments: 5 source=8-2-2022 AMD Direct-TM#page1.tif source=8-2-2022 AMD Direct-TM#page2.tif source=8-2-2022 AMD Direct-TM#page3.tif source=8-2-2022 AMD Direct-TM#page4.tif source=8-2-2022 AMD Direct-TM#page5.tif | |

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)** (this "Agreement") is made as of July 29, 2022, between the signatory hereto (the "Grantor") in favor of SIGNATURE BANK ("Lender"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement (as defined below) and this document shall constitute a "Security Document" thereunder.

RECITALS:

WHEREAS, reference is made to that certain Loan and Security Agreement dated as of July [], 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among AMD DIRECT, INC., a California corporation ("AMD"), and each other Person that becomes a "Borrower" thereunder, each a "Borrower" and, collectively, the "Borrowers"), the Corporate Guarantors party thereto as guarantors and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder (each a "Guarantor" and, collectively, the "Guarantors") and Lender; and

WHEREAS, under the terms of the Loan Agreement, the Grantor has (i) as collateral security for the Obligations, granted to Lender a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and Lender agree as follows:

Section 1. Grant of Security. As collateral security for the Obligations, Grantor hereby grants to Lender a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, 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, and all registrations and applications for any of the foregoing, including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks").

(b) All licenses or agreements, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark.

Section 2. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this

Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. THIS AGREEMENT AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

Section 5. Forum Selection; Consent to Jurisdiction. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF SAN FRANCISCO, CALIFORNIA. NOTHING IN THIS AGREEMENT WILL BE DEEMED TO OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON COLLATERAL SECURING THE OBLIGATIONS UNDER THE LOAN AGREEMENT OR THIS AGREEMENT. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN THIS SECTION. NO PARTY HERETO WILL HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE.

Section 6. Waiver of Jury Trial. Unless Grantor and Lender consent to submission of a dispute to binding arbitration as provided below, such dispute shall be resolved as follows: Grantor and Lender shall designate a referee (or a panel of referees) selected under the auspices of JAMS in the same manner as arbitrators are selected in proceedings administered under the rules and procedures for the arbitration of financial services disputes of JAMS. The designated referee(s) shall be appointed by a court as provided in California Code of Civil Procedure Section 638 et seq. The referee (or the presiding referee of the panel) shall be a retired state or federal judge with at least five (5) years of judicial experience in civil matters. The award that results from the decision of the referee(s) shall be entered as a judgment in the court that appointed the referee, in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The reasonable fees and expenses of the reference, including, without limitation, any retainer required by the referee, shall be initially borne equally (or on a pro rata basis) by Borrowers and Lender, subject the referee’s discretion to award the fees and expenses incurred by the prevailing party to such party as costs. EACH BORROWER UNDERSTANDS AND ACKNOWLEDGES THAT AS A RESULT OF THE FOREGOING JUDICIAL REFERENCE PROVISION IT HAS WAIVED ANY RIGHT TO HAVE A JURY HEAR ANY MATTER THAT MAY ARISE WITHIN THE SCOPE OF SUCH PROVISION.

Section 7. Amendments. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 14.4 of the Loan Agreement.

Section 8. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

GRANTOR:

AMD DIRECT, INC., a California corporation

By: 

Name: Jeff Straubel

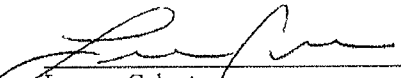
Title: CEO

[Signature Page to Intellectual Property Security Agreement (Trademark)]

TRADEMARK
REEL: 007809 FRAME: 0422

Agreed and accepted as of
the date first written above:

SIGNATURE BANK
as Lender

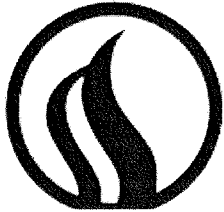

By: 
Name: Lauren Calantore
Title: Vice President

[Signature Page to Intellectual Property Security Agreement (Trademark)]

TRADEMARK
REEL: 007809 FRAME: 0423

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)

Trademarks, Trademark Applications and Trademark Licenses

| Grantor | Trademark Title | Trademark Registration Number | Trademark Registration Date | Serial Number | Filing Date |
|------------------|---|-------------------------------|-----------------------------|---------------|-------------|
| AMD Direct, Inc. | Summerset Grills | 6611332 | 01/11/2022 | 90348139 | 11/30/2020 |
| AMD Direct, Inc. | TRUEFLAME | N/A | N/A | 90748861 | 06/2/2021 |
| AMD Direct, Inc. | TRUEFLAME | 6761159 | 06/14/2022 | 88957988 | 06/10/2020 |
| AMD Direct, Inc. | SunFire | 6768146 | 06/21/2022 | 97093805 | 10/26/2021 |
| AMD Direct, Inc. |  | 6775006 | 06/28/2022 | 97213215 | 01/11/2022 |
| AMD Direct, Inc. |  | 6789448 | 07/12/2022 | 97093826 | 10/26/2021 |
| AMD Direct, Inc. | AMERICAN MUSCLE GRILL | 5431296 | 03/27/2018 | 87382513 | 03/23/2017 |
| AMD Direct, Inc. | MUSCLE GRILL | 5105583 | 12/20/2016 | 86467611 | 12/1/2014 |
| AMD Direct, Inc. | ALTURI | 4784077 | 08/04/2015 | 85886246 | 03/26/2013 |