

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1276238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hopdoddy, LLC		06/04/2024	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Company Name:	EVOLUTION CREDIT OPPORTUNITY MASTER FUND II-A, L.P., as Administrative Agent		
Street Address:	28 State Street, 23rd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	98134040		
Serial Number:	98134048		
Serial Number:	98134061	AMPLIFYING LOCAL MUSIC TUNED IN	
Serial Number:	98134057	DODDY REWARDS	
Serial Number:	98134059	HOPDODDY	
Serial Number:	98134066	HOPDODDY BURGER BAR	
Serial Number:	98134071	HOPDODDY BURGER BAR	
Serial Number:	98134036	HOPDODDY BURGER BAR	
Serial Number:	98134030	HOPDODDY BURGER BAR	
Serial Number:	97229913	THE BREAKFAST BURRITO PROJECT	
Serial Number:	97194794	THE BREAKFAST PROJECT	
Serial Number:	97194802	THE DOUBLE BIRD	
Registration Number:	4613069	BURGER BOUNCER	
Registration Number:	4839761	DODDY BY NATURE	
Registration Number:	4533406	GOOD KARMA NEVER TASTED SO GOOD.	
Registration Number:	4601539	GOODNIGHT/GOOD CAUSE	
Registration Number:	4153528	HD 2010	
Registration Number:	3951042	HOP DODDY	

OP \$565.00.00 98134040

Property Type	Number	Word Mark
Registration Number:	4149904	HOPDODDY BURGER BAR
Registration Number:	4006353	HOPDODDY BURGER BAR
Registration Number:	5936123	LIL'DODDY
Registration Number:	4533403	PEACE. LOVE. HOPPINESS.

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Connecticut Avenue NW

Address Line 2: Suite 712

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 2396411 TM1

NAME OF SUBMITTER: Andrew Hackett

SIGNATURE: Andrew Hackett

DATE SIGNED: 06/05/2024

Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 4, 2024 (this “Security Agreement”), is made by Hopdoddy, LLC, a Texas limited liability company (the “Grantor”), in favor of EVOLUTION CREDIT OPPORTUNITY MASTER FUND II-A, L.P., as administrative agent (in such capacity, together with its successors and assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, HIBAR HOSPITALITY OPERATIONS, LLC, a Delaware limited liability company (the “Borrower”), HIBAR HOSPITALITY HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto, the Administrative Agent and the other parties party thereto have entered into that certain Term Loan Agreement dated as of June 4, 2024 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to Credit Agreement, Holdings and the Borrower have entered into the Guaranty and Security Agreement dated as of June 4, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

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

SECTION 2. Grant of Security Interest in Trademark. The 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 of the Grantor, pledges, assigns and transfers to the Administrative Agent, and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence (the “Trademark Collateral”):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

SECTION 5. Counterparts. This 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.

SECTION 6. Governing Law. This 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.

SECTION 7. Loan Document. For avoidance of doubt, the Grantor and the Administrative Agent hereby acknowledge and agree that this Security Agreement is a Loan Document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the 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.

HOPDODDY, LLC

By: _____

Name: Jeff Chandler

Title: Manager

DocuSigned by:



ACD1286F797B44C...

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

**EVOLUTION CREDIT OPPORTUNITY
MASTER FUND II-A, L.P.**

By: EVOLUTION CREDIT OPPORTUNITY
FUND II GP, L.P., its general partner

By: EVOLUTION CREDIT OPPORTUNITY
FUND II GP, LLC, its general partner

By: _____
Name: Michael P. Guarnieri
Title: Co-President

IN WITNESS WHEREOF, the 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.

HOPDODDY, LLC

By: _____
Name: Jeff Chandler
Title: Manager

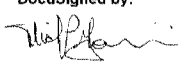
Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

**EVOLUTION CREDIT OPPORTUNITY
MASTER FUND II-A, L.P.**

By: EVOLUTION CREDIT OPPORTUNITY
FUND II GP, L.P., its general partner

By: EVOLUTION CREDIT OPPORTUNITY
FUND II GP, LLC, its general partner

DocuSigned by:

By: _____
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Name: Michael P. Guarnieri
Title: Co-President


SCHEDULE I








Trademarks

I. REGISTERED TRADEMARKS

Trademark	Mark	Registration Date	Registration Number	Jurisdiction
BURGER BOUNCER	BURGER BOUNCER	9/30/2014	4,613,069	United States
DODDY BY NATURE	DODDY BY NATURE	10/27/2015	4,839,761	United States
GOOD KARMA NEVER TASTED SO GOOD.	GOOD KARMA NEVER TASTED SO GOOD.	5/20/2014	4,533,406	United States
GOODNIGHT/GOOD CAUSE	GOODNIGHT/GOOD CAUSE	9/9/2014	4,601,539	United States
HD 2010 Design		6/5/2012	4,153,528	United States
HOPDODDY	Hopdoddy	4/26/2011	3,951,042	United States
HOPDODDY BURGER BAR & Design 1		5/29/2012	4,149,904	United States
HOPDODDY BURGER BAR & Design 2		8/2/2011	4,006,353	United States
LIL'DODDY	LIL'DODDY	12/17/2019	5,936,123	United States
PEACE. LOVE. HOPPINESS.	PEACE. LOVE. HOPPINESS.	5/20/2014	4,533,403	United States

II. TRADEMARK APPLICATIONS

Trademark	Mark	Filed Date	Application Number	Jurisdiction
(Stylized/Design) Doddyhead		8/15/2023	98/134,040	United States

(Stylized/Design) Doddyhead		8/15/2023	98/134,048	United States
AMPLIFYING LOCAL MUSIC TUNED IN		8/15/2023	98/134,061	United States
DODDY REWARDS (stylized/design)		8/15/2023	98/134,057	United States
HOPDODDY (standard)		8/15/2023	98/134,059	United States
HOPDODDY BURGER BAR (stylized/design)		8/15/2023	98/134,066	United States
HOPDODDY BURGER BAR (stylized/design)		8/15/2023	98/134,071	United States
HOPDODDY BURGER BAR(stylized/design)		8/15/2023	98/134,036	United States
HOPDODDY BURGER BAR(stylized/design)		8/15/2023	98/134,030	United States
THE BREAKFAST BURRITO PROJECT	THE BREAKFAST BURRITO PROJECT	1/20/2022	97/229,913	United States
THE BREAKFAST PROJECT	THE BREAKFAST PROJECT	12/29/2021	97/194,794	United States
THE DOUBLE BIRD	THE DOUBLE BIRD	12/29/2021	97/194,802	United States