

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
SEQUENCE:	4		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hurricane AMT, LLC		02/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Lion Fund, L.P.		
Street Address:	17802 IH 10 West, Suite 400		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78257		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3462829	HURRICANE GRILL AND WINGS	
Registration Number:	3470017	HURRICANE GRILL AND WINGS	
Registration Number:	3502128	HURRICANE GRILL AND WINGS	
Registration Number:	3547215	HURRICANE GRILL · WINGS	
Registration Number:	5406345	HURRICANE DOCKSIDE GRILL	
Registration Number:	5312075	HURRICANE BURGERS. TACOS. WINGS.	
Registration Number:	5241960	HURRICANE SPORTS GRILL	
Registration Number:	4798859	HURRICANE 2 GO	
Registration Number:	4965610	HURRICANE WINGS	
Registration Number:	4961120	ESCAPE WITH FLAVOR	
Registration Number:	4529675	HURRICANE DOCKSIDE GRILL	
Registration Number:	4522087	HURRICANE TRACKER	
Registration Number:	4529677	HURRICANE 2 GO	
Registration Number:	4521735	HURRICANE	
Registration Number:	3903023	LIVE WITH FLAVOR	
Registration Number:	3910184	HURRICANE GRILL & WINGS	
Serial Number:	87426063	BTW BURGERS+TACOS+WINGS	

OP \$440.00 3462829

CORRESPONDENCE DATA**Fax Number:** 7147558290*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:** 714-540-1235**Email:** ipdocket@lw.com**Correspondent Name:** Latham & Watkins LLP**Address Line 1:** 650 Town Center Dr. Suite 2000**Address Line 4:** Costa Mesa, CALIFORNIA 92626**ATTORNEY DOCKET NUMBER:** 050739-0020**NAME OF SUBMITTER:** Natalie Richards**SIGNATURE:** /Natalie Richards/**DATE SIGNED:** 02/08/2019**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 1, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by Hurricane AMT, LLC, a Delaware limited liability company (the “Grantor”) in favor of The Lion Fund, L.P., as collateral agent for the Lenders (in such capacity, the “Collateral Agent”).

WHEREAS, the Grantor and the Collateral Agent are parties to a Loan and Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among the Grantor, the other loan parties party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meanings given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby pledges, to the Collateral Agent, and grants to the Collateral Agent, and agrees that the Collateral Agent shall have, for the benefit of the Lenders, a first priority continuing lien on and security interest in all of the following in which the Grantor has any right, title and interest (collectively, the “Trademark Collateral”):

all United States, and foreign 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 including, without limitation, the registrations and applications required to be listed in Schedule 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 and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Loan Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Governing Law

THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. 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 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

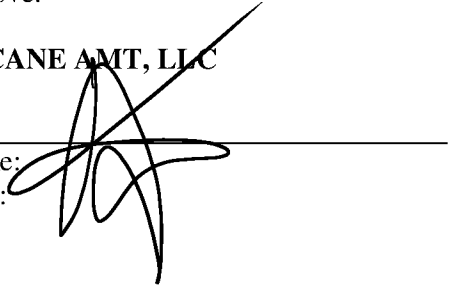
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HURRICANE AMT, LLC

By: _____

Name:

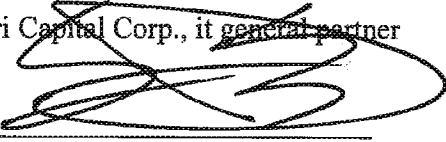
Title:

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, is written over a horizontal line. The signature is positioned to the right of the 'By:' label and extends across the 'Name:' and 'Title:' labels.

Accepted and Agreed:

The Lion Fund, L.P.
as Collateral Agent

By: Biglari Capital Corp., its general partner

By: 
Name: Sardar Biglari
Title: Authorized Signatory








[Signature Page to Trademark Security Agreement]



SCHEDULE A

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
BTW BURGERS+TACOS+WINGS 	87426063 26-APR-2017		Pending
HURRICANE GRILL AND WINGS 	76663517 24-JUL-2006	3462829 08-JUL-2008	Registered
HURRICANE GRILL AND WINGS 	76663522 24-JUL-2006	3470017 22-JUL-2008	Registered
HURRICANE GRILL AND WINGS 	76663523 24-JUL-2006	3502128 16-SEP-2008	Registered
HURRICANE GRILL · WINGS 	76647935 04-OCT-2005	3547215 16-DEC-2008	Registered
HURRICANE DOCKSIDE GRILL	87524683 12-JUL-2017	5406345 20-FEB-2018	Registered
HURRICANE BTW	86842629 08-DEC-2015		Pending Intent to Use
HURRICANE BURGERS. TACOS. WINGS.	86842678 08-DEC-2015	5312075 17-OCT-2017	Registered
HURRICANE SPORTS GRILL	86607416 23-APR-2015	5241960 11-JUL-2017	Registered
HURRICANE 2 GO 	86489042 23-DEC-2014	4798859 25-AUG-2015	Registered
HURRICANE WINGS	86487950 22-DEC-2014	4965610 24-MAY-2016	Registered
ESCAPE WITH FLAVOR	86482867 17-DEC-2014	4961120 17-MAY-2016	Registered
HURRICANE DOCKSIDE GRILL 	86125005 21-NOV-2013	4529675 13-MAY-2014	Registered
HURRICANE TRACKER	86125060 21-NOV-2013	4522087 29-APR-2014	Registered

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status
HURRICANE 2 GO 	86125210 21-NOV-2013	4529677 13-MAY-2014	Registered
HURRICANE	86070104 20-SEP-2013	4521735 29-APR-2014	Registered
LIVE WITH FLAVOR	77955579 10-MAR-2010	3903023 11-JAN-2011	Registered
HURRICANE GRILL & WINGS 	77955614 10-MAR-2010	3910184 25-JAN-2011	Registered