

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583868

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CBC Restaurant Corp.		06/30/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
<b>Street Address:</b>	2001 Ross Avenue, Suite 2800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88801531	CB CORNER BAKERY	
<b>Serial Number:</b>	88782664	CORNER BAKERY	
<b>Serial Number:</b>	88646392	CORNER BAKERY	
<b>Serial Number:</b>	88646361	CORNER BAKERY	
<b>Serial Number:</b>	88646079	CORNER BAKERY	
<b>Registration Number:</b>	5714741	CB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637865		
<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>			
<b>Phone:</b>	3122013865		
<b>Email:</b>	sharon.patterson@goldbergkohn.com		
<b>Correspondent Name:</b>	Sharon Patterson, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd., 55 E. Monroe St.		
<b>Address Line 2:</b>	Ste 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	6262.040		
<b>NAME OF SUBMITTER:</b>	Sharon Patterson		
<b>SIGNATURE:</b>	/sharon patterson/		
<b>DATE SIGNED:</b>	06/30/2020		

OP \$165.00 88801531

**Total Attachments: 5**

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## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT ("Amendment"), to that certain Trademark Security Agreement dated as of November 10, 2017 by and among the parties listed on the signature pages thereto (the "Trademark Security Agreement"), made by CBC RESTAURANT CORP., a Delaware corporation ("Grantor"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as collateral agent for certain secured parties ("Collateral Agent") is dated June 30, 2020.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of November 10, 2017 (as amended or otherwise modified or supplemented from time to time prior to the date hereof) by and among Grantor, the other Credit Parties party thereto, Collateral Agent, the Persons signatory thereto from time to time as lenders (the "Lenders") and Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent for the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of November 10 2017 by and among Grantor, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor grants to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, in furtherance of the foregoing, Grantor and Collateral Agent entered into the Trademark Security Agreement;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Amendment;

WHEREAS, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Schedule A to the Trademark Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Trademarks on Schedule A attached hereto.

3. EFFECT OF AMENDMENT. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

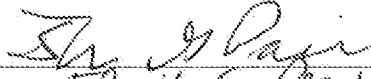
4. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Amendment.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

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


GRANTOR:

CBC RESTAURANT CORP.

By:   
Name: FROUL G PALI  
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING  
GROUP, L.P., as Collateral Agent

By:   
Name: Justin Betzen  
Title: Senior Vice President

Schedule A to Trademark Security Agreement

Trademark Applications

<u>OWNER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL #</u>	<u>DATE</u>
CBC Restaurant Corp.	CB Corner Bakery	USA	88801531	02/18/2020
CBC Restaurant Corp.	Corner Bakery	USA	88782664	02/03/2020
CBC Restaurant Corp.	Corner Bakery	USA	88646392	10/08/2019
CBC Restaurant Corp.	Corner Bakery	USA	88646361	10/08/2019
CBC Restaurant Corp.	Corner Bakery	USA	88646079	10/08/2020

Trademark Registrations

<u>OWNER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION #</u>	<u>DATE</u>
CBC Restaurant Corp.	CB	USA	5714741	04/02/2019