

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hurricane AMT, LLC		04/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A., as Trustee		
Street Address:	100 William Street, Suite 1850		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	90490402	HURRICANE DOCKSIDE GRILL	
Serial Number:	90450718	WINNING WINGS THAT'S OUR THING	
Serial Number:	87524683	HURRICANE DOCKSIDE GRILL	
Serial Number:	87426063	BTW BURGERS+TACOS+WINGS	
Serial Number:	86842678	HURRICANE BURGERS. TACOS. WINGS.	
Serial Number:	86607416	HURRICANE SPORTS GRILL	
Serial Number:	86489042	HURRICANE 2 GO	
Serial Number:	86487950	HURRICANE WINGS	
Serial Number:	86482867	ESCAPE WITH FLAVOR	
Serial Number:	86125005	HURRICANE DOCKSIDE GRILL	
Serial Number:	86070104	HURRICANE	
Serial Number:	77955579	LIVE WITH FLAVOR	
Serial Number:	77955614	HURRICANE GRILL & WINGS	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
TRADEMARK			

CH \$340.00 90490402

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Raquel Haleem

SIGNATURE: /Raquel Haleem/

DATE SIGNED: 04/26/2021

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Notice”) is made and entered into as of April 26, 2021, by and between HURRICANE AMT, LLC, a Delaware limited liability company located at 9720 Wilshire Blvd., Suite 500 Beverly Hills, CA 90212 (“Grantor”), in favor of UMB BANK, N.A., a national banking association (“UMB”), as trustee located at 100 William Street, Suite 1850 New York, NY 10038 (“Trustee”).

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration referenced in Schedule 1 attached hereto (collectively, the “Trademarks”) and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of April 26, 2021, by and among Bonanza Restaurant Company LLC, a Delaware limited liability company, Buffalo’s Franchise Concepts, Inc., a Delaware corporation, EB Franchises, LLC, a Delaware limited liability company, Fatburger North America, Inc., a Delaware corporation, FAT Virtual Restaurants LLC, a Delaware limited liability company, Hurricane AMT, LLC, a Delaware limited liability company, Johnny Rockets Licensing, LLC, a Delaware limited liability company, Johnny Rockets Licensing Canada, LLC, a Delaware limited liability company, Ponderosa Franchising Company LLC, a Delaware limited liability company, Ponderosa International Development, Inc., a Delaware limited liability company, Puerto Rico Ponderosa, Inc., a Delaware corporation and Yalla Mediterranean Franchising Company, LLC, a Delaware limited liability company, each as a Guarantor, and the Trustee (the “Guarantee and Collateral Agreement”), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof, and to collect all damages, settlements and proceeds derived from or related thereto, and, to the extent not otherwise included, all payments, proceeds, supporting obligations and accrued and future rights to payment with respect to the foregoing (collectively the “Trademark Collateral”); and

WHEREAS, pursuant to Section 4.6 of the Guarantee and Collateral Agreement, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the PTO to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Guarantee and Collateral Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Indenture and the Guarantee and Collateral Agreement, which are incorporated by reference as if fully set forth herein, to secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor’s right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; provided that the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the PTO pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), provided that at such time that the grant and/or enforcement of the security interest will not cause such Trademark to be invalidated, cancelled, voided or abandoned such Trademark application will not be excluded from this Notice.

Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture, dated as of March 6, 2020, and amended and restated as of April 26, 2021, by and among FAT Brands Royalty I, LLC, a Delaware limited liability company, (the “Issuer”), and UMB Bank, N.A., as Trustee and Securities Intermediary (the “Indenture”).

1. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Indenture or the Guarantee and Collateral Agreement, which govern the Trustee’s interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Notice together with the annexed Schedule 1.

2. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Indenture and the Guarantee and Collateral Agreement and shall terminate automatically upon the termination of the Indenture or the Guarantee and Collateral Agreement.

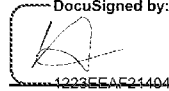
3. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

4. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

HURRICANE AMT, LLC


By:  _____
Name: Andrew A. Wiederhorn
Title: President and CEO

Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 007270 FRAME: 0982

**Schedule 1
Trademarks**

<i>Mark</i>	<i>Jurisdiction</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>
HURRICANE DOCKSIDE GRILL and Design 	US	HURRICANE AMT, LLC	N/A	N/A	App 90490402	App 26-JAN-2021
WINNING WINGS THAT'S OUR THING	US	HURRICANE AMT, LLC			App 90450718	App 06-JAN-2021
HURRICANE DOCKSIDE GRILL	US	HURRICANE AMT, LLC	Reg 5406345	Reg 20-FEB-2018	App 87524683	App 12-JUL-2017
BTW BURGERS+TACOS+WINGS and Design 	US	HURRICANE AMT, LLC			App 87426063	App 26-APR-2017
HURRICANE BURGERS. TACOS. WINGS.	US	HURRICANE AMT, LLC	Reg 5312075	Reg 17-OCT-2017	App 86842678	App 08-DEC-2015
HURRICANE SPORTS GRILL	US	HURRICANE AMT, LLC	Reg 5241960	Reg 11-JUL-2017	App 86607416	App 23-APR-2015
HURRICANE 2 GO and Design 	US	HURRICANE AMT, LLC	Reg 4798859	Reg 25-AUG-2015	App 86489042	App 23-DEC-2014
HURRICANE WINGS	US	HURRICANE AMT, LLC	Reg 4965610	Reg 24-MAY-2016	App 86487950	App 22-DEC-2014
ESCAPE WITH FLAVOR	US	HURRICANE AMT, LLC	Reg 4961120	Reg 17-MAY-2016	App 86482867	App 17-DEC-2014
HURRICANE DOCKSIDE GRILL and Design 	US	HURRICANE AMT, LLC	Reg 4529675	Reg 13-MAY-2014	App 86125005	App 21-NOV-2013
HURRICANE	US	HURRICANE AMT,	Reg 4521735	Reg 29-APR-	App	App 20-SEP-

<i>Mark</i>	<i>Jurisdiction</i>	<i>Owner</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>
		LLC		2014	86070104	2013
LIVE WITH FLAVOR	US	HURRICANE AMT, LLC	Reg 3903023	Reg 11-JAN- 2011	App 77955579	App 10-MAR- 2010
HURRICANE GRILL & WINGS and Design 	US	HURRICANE AMT, LLC	Reg 3910184	Reg 25-JAN- 2011	App 77955614	App 10-MAR- 2010

Schedule I-2

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RECORDED: 04/26/2021

TRADEMARK
REEL: 007270 FRAME: 0984