

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Restaurant Technologies, Inc.		02/01/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sankaty Advisors, LLC		
Street Address:	111 Huntington Avenue		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2663675	RESTAURANT TECHNOLOGIES	
Registration Number:	2529512	RTI	
CORRESPONDENCE DATA			
Fax Number:	(212)841-5725		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-841-0498		
Email:	ronald.duvernay@ropesgray.com		
Correspondent Name:	Christopher B. Parsons, Esq.		
Address Line 1:	45 Rockefeller Plaza		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	New York, NEW YORK 10111		
ATTORNEY DOCKET NUMBER:	BCCI-091-090		
NAME OF SUBMITTER:	Christopher B. Parsons, Esq.		
Signature:	/c parsons/		

CH \$65.00 2663675

Date:

09/22/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 1, 2006, by **RESTAURANT TECHNOLOGIES, INC.**, a Delaware corporation (the "Grantor") in favor of **SANKATY ADVISORS, LLC**, in its capacity as Collateral Agent for the Purchasers.

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of the date hereof, by and among the Grantor, Persons designated as "Guarantors" on the signature pages thereof, Collateral Agent and the persons signatory thereto as Purchasers (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), the Purchasers have agreed to purchase Senior Secured Notes due 2012 of the Grantor (the "Notes");

WHEREAS, Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that each Note Party shall have executed and delivered to Collateral Agent, for the benefit of Purchasers, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

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

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the 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 Note Purchase Agreement or in Annex I thereto and if not defined therein, in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby grants to Collateral Agent, on behalf of Purchasers, a continuing security interest (superior and prior to the rights of all other Persons) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and the rights under any written agreement now owned or hereafter acquired by it granting any right to use any Trademark (the "Trademark Licenses") to which it is a party, including those referred to on Schedule I hereto;

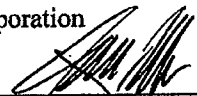
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of Purchasers, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Collateral Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. The terms and provisions of the Security Agreement are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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.

RESTAURANT TECHNOLOGIES, INC., a Delaware corporation

By: 
Name: John M. Ruelle
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:
SANKATY ADVISORS, LLC,
as Collateral Agent

By: _____
Name: Stuart Davies
Title: Managing Director

[SIGNATURE PAGE TO RTI TRADEMARK SECURITY AGREEMENT]

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.

RESTAURANT TECHNOLOGIES, INC., a
Delaware corporation

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
SANKATY ADVISORS, LLC,
as Collateral Agent

By: *S. E. Davies*

Name: Stuart Davies

Title: Managing Director

[SIGNATURE PAGE TO RTI TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>Registration Number</u>
Registers the name "Restaurant Technologies, Inc." in international classes 11 and 29	2663675
Registers "RTI" and the logo design in international classes 11 and 37	2529512