

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
RUPARI FOOD SERVICES, INC.		02/12/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as Administrative Agent		
Street Address:	303 Peachtree Street		
Internal Address:	23rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1318693	TONY ROMA'S	
Registration Number:	2625697	HOMESTYLE MENU	
Serial Number:	77892322	BUTCHER'S PRIME	
CORRESPONDENCE DATA			
Fax Number:	(404)815-2424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-2231		
Email:	carolfraser@paulhastings.com		
Correspondent Name:	Carol Fraser, Corporate Paralegal		
Address Line 1:	600 Peachtree Street, N.E., Suite 2400		
Address Line 2:	Paul Hasting Janofsky & Walker LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Carol Fraser		
Signature:	//Carol Fraser//		

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TRADEMARK
REEL: 004149 FRAME: 0916

Date:

02/16/2010

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 12th day of February, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as administrative agent (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 12, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Rupari Food Services, Inc., a Florida corporation (the "Borrower"), the Persons party thereto from time to time as Guarantors (if any), the financial institutions party thereto as lender (the "Lenders"), SunTrust Bank, as the Issuing Bank, and SunTrust Bank, as the Administrative Agent, the Lender Group is willing to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Security Agreement, dated as of February 12, 2010 (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, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, 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, each 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 or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such 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 Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party

against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

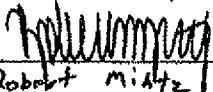
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, each 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.

GRANTORS:

RUPARI FOOD SERVICES, INC.

By: 
Name: Robert Mitz
Title: CEO

ACCEPTED AND ACKNOWLEDGED
BY:

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004149 FRAME: 0921

IN WITNESS WHEREOF, each 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.

GRANTORS:

RUPARI FOOD SERVICES, INC.

By: _____
Name:
Title:

**ACCEPTED AND ACKNOWLEDGED
BY:**

SUNTRUST BANK, as Administrative Agent

By: *Scott Cowan*
Name: SCOTT COWAN
Title: DIRECTOR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial/ Registration No.	App/Reg Date
Rupari Food Services, Inc.	USA	Butcher's Prime & Design	Serial No.: 77892322	December 13, 2009
Rupari Food Services, Inc.	Russia	Butcher's Prime & Design	Registration No.: 377884	April 24, 2009

Trade Names

Rupari

Common Law Trademarks

Rupari

Trademarks Not Currently In Use

	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>
1	78297442		GOURMET GOLD
2	78297408		BUTCHER'S PRIME GOURMET MEATS
3	77079111		BUTCHER'S PRIME
4	77084483		RIB DIPPERS
5	77084446		SAUCY RIB SMACKERS
6	77084510		PIZZA STYLE RIBS
7	74334471		BUTCHER'S PRIME GOURMET MEATS

Trademark Licenses

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Rupari Food Services, Inc. ¹	USA	TONY ROMA'S	1,318,693	
Rupari Food Services, Inc. ²	USA	TONY ROMA'S RIBLINGS		
Rupari Food Services, Inc. ³	USA	TONY ROMA'S RIP TIPS		
Rupari Food Services, Inc. ⁴	USA	HOMESTYLE MENU	2,625,697	

¹ This trademark is licensed to Rupari Food Services, Inc. pursuant to that certain License Agreement #ROMRUPO2, dated as of May 1, 2007, as amended, between Rupari Food Services, Inc., as Licensee, and Roma Dining LP, a Delaware limited partnership, as Licensor.

² This trademark is licensed to Rupari Food Services, Inc. pursuant to that certain License Agreement #ROMRUPO2, dated as of May 1, 2007, as amended, between Rupari Food Services, Inc., as Licensee, and Roma Dining LP, a Delaware limited partnership, as Licensor.

³ This trademark is licensed to Rupari Food Services, Inc. pursuant to that certain License Agreement #ROMRUPO2, dated as of May 1, 2007, as amended, between Rupari Food Services, Inc., as Licensee, and Roma Dining LP, a Delaware limited partnership, as Licensor.

⁴ This trademark is licensed to Rupari Food Services, Inc. pursuant to that certain License Agreement, dated as of October 17, 2008, between Rupari Food Services, Inc., as Licensee and Destination Products International, Ltd., as Licensor.