

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Flat Out Crazy, LLC		04/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	One US Bank Plaza		
<b>Internal Address:</b>	12th Floor		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63101		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77815038	FLAT OUT CRAZY	
<b>Registration Number:</b>	2336283	FLATTOP GRILL	
<b>Registration Number:</b>	2190838	STIR CRAZY	
<b>Registration Number:</b>	3461423	STIR CRAZY	
<b>Registration Number:</b>	2046499	THE FLATTOP GRILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)667-3633		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314.552.6000		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Tiffany L. Schwartz		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 2:</b>	Thompson Coburn LLP		
<b>Address Line 4:</b>	Saint Louis, MISSOURI 63101		

CH \$140.00 77815038

ATTORNEY DOCKET NUMBER:	299-89120
NAME OF SUBMITTER:	Tiffany L. Schwartz
Signature:	/Tiffany L. Schwartz/
Date:	04/21/2010

**Total Attachments: 10**

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## PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into as of April 21, 2010, by and between **FLAT OUT CRAZY, LLC**, a Delaware limited liability company ("Debtor"), in favor of **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("Secured Party"), and has reference to the following facts and circumstances:

A. Debtor and Secured Party are parties to the Loan Agreement dated as of April 21, 2010, as amended (as the same may from time to time be amended, modified, extended, renewed or restated, the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement).

B. Secured Party has required that Debtor execute and deliver this Agreement to Secured Party.

C. This Agreement is executed in connection with and in addition to the Security Agreement dated as of the date hereof, executed by Debtor in favor of Secured Party pursuant to which Debtor granted to Secured Party a security interest in and lien on, among other things, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by Debtor and all proceeds thereof.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with Secured Party as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants Secured Party a security interest in and lien on all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedule A attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trade names, trade styles, and brand names, including, without limitation, common law rights, and registrations and applications listed on Schedule B attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the countries where the same are used and/or registered (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule C attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Debtor and any other Person, whether Debtor is licensor or licensee (all of the foregoing license agreements and Debtor's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations, (ii) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations and indemnity obligations) of Debtor under this Agreement, (iii) any and all other indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of Debtor to Secured Party of every kind and character, now existing or hereafter arising, absolute or contingent, joint or several or joint and several, otherwise secured or unsecured, due or not due, direct or indirect, expressed or implied in law, contractual or tortious, liquidated or unliquidated, at law or in equity, or otherwise, and whether heretofore, now or hereafter incurred or given by Debtor as principal, surety, endorser, guarantor or otherwise, and whether created directly or acquired by Secured Party by assignment or otherwise, in each case, arising or incurred under this Agreement or any other Transaction Document or in respect of any of the Revolving Credit Loans made or reimbursement or other obligations incurred for any of the Letters of Credit, and (iv) any and all costs of collection, legal expenses and attorneys' fees and expenses incurred by Secured Party upon the occurrence of any default or event of default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral hereunder or in representing Secured Party in connection with bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to Secured Party, and covenants and agrees with Secured Party, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of Debtor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents, and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances (except for the liens granted in favor of Secured Party), including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons;

(e) Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) Debtor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement; and

(h) Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks and/or Licenses.

3. Inspection Rights; Product Quality. Debtor will permit inspection of Debtor's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks and/or Licenses and inspection of the products and records relating thereto by Secured Party as set forth in the Loan Agreement. Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide Secured Party, upon Secured Party's reasonable request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the foregoing.

4. Further Assurances. Debtor hereby agrees that, until (a) all of the Secured Obligations shall have been paid in full (other than Secured Obligations that are contingent in nature or unliquidated at such time, including any Secured Obligation that is: (i) an obligation to reimburse Lender drawings not made under a Letter of Credit; (ii) any other obligation (including any guarantee) that is contingent in nature at such time; (iii) an obligation to provide collateral to secure any of the foregoing types of obligations; or (iv) any Swap Contract or banking service obligation to the extent not yet due and payable), (b) Secured Party has no further commitment or obligation to make any loans or advances or other extensions of credit to Debtor under the Loan Agreement or otherwise, except, in the case of Letters of Credit, a cash deposit has been provided to Lender as required by the Loan Agreement, and (c) the Loan Agreement has expired or been terminated in accordance with its terms, it will not, without the prior written consent of Secured Party, which shall not be unreasonably withheld, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Debtor's obligations under this Agreement or the Loan Agreement and Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Secured Party under this Agreement. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that Secured Party may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable Secured Party to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Debtor (a) becomes aware of any existing Patents, Trademarks or Licenses of which Debtor has not previously informed Secured Party, (b) obtains rights to any new patentable inventions, Patents, Trademarks and/or Licenses, or (c) becomes entitled to the benefit of any Patents, Trademarks and/or Licenses which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and Debtor shall give Secured Party prompt written notice thereof.

6. Modification by Secured Party. Debtor authorizes Secured Party to modify this Agreement by amending Schedules A, B, and/or C to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Sections 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default under the Loan Agreement has occurred and is continuing, Debtor may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Debtor, for Debtor's own benefit and account and for none other.

8. Default. If any "Event of Default" (as defined therein) shall occur under or within the meaning of the Loan Agreement, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which any of the Patents, Trademarks and/or Licenses may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Debtor associated therewith) and/or Licenses, or any interest which Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as Secured Party may elect. Notice of any sale or other disposition of any of the Patents, Trademarks and/or Licenses shall be given to Debtor at least ten (10) days before the time of any

intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and/or Licenses sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by Secured Party of the Patents, Trademarks and Licenses shall be to the full extent of Debtor's rights thereunder, and without any liability for royalties or other related charges from Secured Party to Debtor. If an Event of Default shall occur and be continuing, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents, Trademarks and Licenses, and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this Agreement. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (a) Debtor shall pay all of the Secured Obligations in full (other than Secured Obligations that are contingent in nature or unliquidated at such time, including any Secured Obligation that is: (i) an obligation to reimburse Lender drawings not made under a Letter of Credit; (ii) any other obligation (including any guarantee) that is contingent in nature at such time; (iii) an obligation to provide collateral to secure any of the foregoing types of obligations; or (iv) any Swap Contract or banking service obligation to the extent not yet due and payable), (b) no Letters of Credit issued by Secured Party for the account of and/or upon the application of Debtor shall remain outstanding, unless a cash deposit has been provided to Lender as required by the Loan Agreement, (c) Secured Party shall have no further commitment or obligation to make any loans or advances or other extensions of credit to Debtor under the Loan Agreement or otherwise and (d) the Loan Agreement shall have expired or been terminated in accordance with its terms, this Agreement shall terminate and Secured Party shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish Secured Party's security interest therein, subject to any disposition thereof which may have been made by Secured Party pursuant to this Agreement.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at an annual rate per equal to the lesser of Two Percent (2%) over and above the Prime Rate (which interest rate shall fluctuate as and when the Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtor.

11. Preservation of Patents, Trademarks and Licenses. Debtor shall have the duty (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (c) to preserve and maintain all rights in the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.

12. Secured Party Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, Debtor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause

to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and Secured Party, except as provided in Section 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Ohio (without reference to conflict of law principles).

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE-  
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

Debtor:

**FLAT OUT CRAZY, LLC**

By:   
Matthew Wilber, Chief Financial Officer

Address:

303 W. Erie, 6<sup>th</sup> Floor  
Chicago, Illinois 60654  
Attention: Matthew Wilber, Chief Financial Officer

Telecopy No. (312) 284-6581

Agreed to and accepted by Secured Party as of April \_\_, 2010:

Secured Party:

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Karen D. Myers, Senior Vice President



**SIGNATURE PAGE-  
PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT**

Debtor:

**FLAT OUT CRAZY, LLC**

By: \_\_\_\_\_  
Matthew Wilber, Chief Financial Officer

Address:

303 W. Erie, 6<sup>th</sup> Floor  
Chicago, Illinois 60654  
Attention: Matthew Wilber, Chief Financial Officer

Telecopy No. (312) 284-6581

Agreed to and accepted by Secured Party as of April 21, 2010:

Secured Party:

**U.S. BANK NATIONAL ASSOCIATION**

By: Karen D. Myers  
Karen D. Myers, Senior Vice President



SCHEDULE A

(Patents and Patent Applications)

None.

SCHEDULE B

(Trademarks and Trademark Applications)

TRADEMARK Reg. No/ Serial No. Disclaimer	Status Status Date	Goods/Services	Owner	Recorded Security Interests
FLAT OUT CRAZY SN: 77-815038	Published January 19, 2010	(Int'l Class: 43) Restaurant and bar services	Flat Out Crazy, LLC	None
 SN: 75-743211 RN: 2,336,283 Disclaimer: "GRILL"	Renewed March 27, 2010	(Int'l Class: 42) Restaurant services	Flat Out Crazy, LLC	None
STIR CRAZY SN: 75-337896 RN: 2,190,838	Renewed December 12, 2007	(Int'l Class: 42) Restaurant services	Flat Out Crazy, LLC	Security Interest to Lasalle Bank N.A. d/b/a Banks of America [sic] executed 9/20/2008, recorded 9/11/2009 (originally recorded as a "Conditional Assignment" on 10/9/2008)  Reel Frame Nos. 3867/0745 and 4060/0521  Security Interest granted by Stir Crazy, Inc. prior to assignment to Flat Out Crazy, LLC
 SN: 77-322380 RN: 3,461,423	Registered July 8, 2008	(Int'l Class: 43) Restaurant services	Flat Out Crazy, LLC	Security Interest to Lasalle Bank N.A. d/b/a Banks of America [sic] executed 9/20/2008, recorded 9/11/2009 (originally recorded as a "Conditional Assignment" on 10/9/2008)  Reel Frame Nos. 3867/0745 and 4060/0521  Security Interest granted by Stir Crazy, Inc. prior to assignment to Flat Out Crazy, LLC
THE FLATTOP GRILL SN: 74-672311 RN: 2,046,499 Disclaimer: "GRILL"	Renewed July 11, 2006	(Int'l Class: 42) Restaurant services	Flat Out Crazy, LLC	None

SCHEDULE C

(Licenses)

None.