

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Flat Out Crazy, LLC | | 04/21/2010 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The Hillstreet Fund IV, L.P. | | |
| Street Address: | 807 Elm Street | | |
| City: | Cincinnati | | |
| State/Country: | OHIO | | |
| Postal Code: | 45202 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 75743211 | FLATTOP GRILL | |
| Serial Number: | 75337896 | STIR CRAZY | |
| Serial Number: | 77322380 | STIR CRAZY | |
| Serial Number: | 74672311 | THE FLATTOP GRILL | |
| Serial Number: | 77815038 | FLAT OUT CRAZY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (513)579-6457 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 5135796960 | | |
| Email: | trademarks@kmklaw.com | | |
| Correspondent Name: | Courtney A. Laginess | | |
| Address Line 1: | One East Fourth Street | | |
| Address Line 2: | Suite 1400 | | |
| Address Line 4: | Cincinnati, OHIO 45202 | | |

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|--|------------------------|
| ATTORNEY DOCKET NUMBER: | HI4428-FI0002 |
| NAME OF SUBMITTER: | Courtney A. Laginess |
| Signature: | /Courtney A. Laginess/ |
| Date: | 04/22/2010 |
| Total Attachments: 4 source=FlatTopSecurity Agreement#page1.tif source=FlatTopSecurity Agreement#page2.tif source=FlatTopSecurity Agreement#page3.tif source=FlatTopSecurity Agreement#page4.tif | |

Trademark Security Agreement

Trademark Security Agreement, dated as of April 21, 2010, by **FLAT OUT CRAZY, LLC**, a Delaware limited liability company ("Pledgor"), in favor of **THE HILLSTREET FUND IV, L.P.**, a Delaware limited partnership, in its capacity as the lender under the Loan and Security Agreement (the "Secured Party").

WITNESSETH:

WHEREAS, Pledgor is a party to that certain Loan and Security Agreement dated as of April 21, 2010 (the "Loan and Security Agreement") between Pledgor, as borrower thereunder, and the Secured Party, as lender thereunder, and the Subsidiary Guarantors party thereto.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan and Security Agreement, the Pledgor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan and Security Agreement and used herein have the meaning given to them in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Pledgor:

- (a) all Trademarks of Pledgor including without limitation those trademark registrations and pending applications of Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan and Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon termination of the Loan and Security Agreement in accordance with the terms thereof, the Secured Party shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Authorization to Supplement. If Pledgor shall obtain rights to any other trademarks, the provisions of this Agreement shall automatically apply thereto. Pledgor shall give prompt notice in writing to Secured Party with respect to any such new trademark rights. Without limiting Pledgor's obligations under this Section 5, Pledgor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all collateral, whether or not listed on Schedule I.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

[signature page follows]

IN WITNESS WHEREOF, Pledgor and Secured Party have executed this Trademark Security Agreement by their duly authorized officers as of the date first above written.

FLAT OUT CRAZY, LLC, as Pledgor

By: [Signature]
Name: Frederic H. Mayerson
Title: owner

STATE OF Ohio)
COUNTY OF Hamilton)



KAREN F. KISLING
Notary Public
In and for the State of Ohio
My Commission Expires
March 12, 2012

On this 20 day of April, 2010, there appeared before me Frederic H. Mayerson, who acknowledged that he signed the foregoing Trademark Security Agreement as his voluntary act and deed on behalf and with full authority of Flat Out Crazy, LLC.

[Signature]
Notary Public

My Commission Expires: 12 March 2012

THE HILLSTREET FUND IV, L.P., as Secured Party

By: HILLSTREET CAPITAL IV, INC.
Its: INVESTMENT MANAGER

By: [Signature]
Name: Chris Meinlger
Title: President

STATE OF Ohio)
COUNTY OF Hamilton)

On this 20th day of April, 2010, there appeared before me Chris Meinlger, who acknowledged that he signed the foregoing Trademark Security Agreement as his voluntary act and deed on behalf and with full authority of HillStreet Capital IV, Inc., the Investment Manager of The HillStreet Fund IV, L.P.



[Signature]
Notary Public

My Commission Expires: _____

CARYL B. SIMPSON
Notary Public, State of Ohio
My Commission Expires Jan. 28, 2013

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| OWNER | REGISTRATION NUMBER/SERIAL NUMBER | TRADEMARK |
|---------------------|-----------------------------------|---|
| Flat Out Crazy, LLC | SN: 75-743211 RN: 2,336,283 |  |
| Flat Out Crazy, LLC | SN: 75-337896 RN: 2,190,838 | STIR CRAZY |
| Flat Out Crazy, LLC | SN: 77-322380 RN: 3,461,423 |  |
| Flat Out Crazy, LLC | SN: 74-672311 RN: 2,046,499 | THE FLATTOP GRILL |
| | | |

Trademark Applications:

| OWNER | APPLICATION NUMBER | TRADEMARK |
|---------------------|--------------------|----------------|
| Flat Out Crazy, LLC | SN: 77-815038 | FLAT OUT CRAZY |

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