

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.		05/02/2008	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: 9

Property Type	Number	Word Mark
Registration Number:	3350195	MAXLIFE
Serial Number:	77275347	MAXLIFE
Serial Number:	77206011	MAXLIFE ZEROT GOLD
Serial Number:	77229572	MAXLIFE ZT HI-C
Serial Number:	77229429	MAXLIFE ZT HI-O C
Registration Number:	2663675	RESTAURANT TECHNOLOGIES, INC.
Registration Number:	2801721	RESTAURANT TECHNOLOGIES, INC.
Registration Number:	2529512	RTI
Registration Number:	3450237	ZEROT

CORRESPONDENCE DATA

Fax Number: (646)728-2841
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617.951.7000
 Email: trademarks@ropesgray.com
 Correspondent Name: Jason R. Serlenga

900177261

**TRADEMARK
 REEL: 004413 FRAME: 0221**

CH \$240.00 3350195

Address Line 1: Ropes & Gray LLP
Address Line 2: Prudential Tower, 800 Boylston Tower
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	BCCI-091-090
NAME OF SUBMITTER:	Jason R. Serlenga
Signature:	/Jason R. Serlenga/
Date:	11/11/2010

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") dated as of May 9, 2008, 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 the original Note Purchase Agreement dated as of February 1, 2006, which was amended pursuant to the First Amendment to Note Purchase Agreement dated as of March 15, 2007 (as amended and in effect prior to the Effective Date, the "Original Note Purchase Agreement"), the Purchasers have agreed to acquire from the Company (a) Senior Secured Notes Series A due 2012 in the aggregate principal amount of US \$50,612,245.00 and (b) Senior Secured Notes Series B due 2012 in the aggregate principal amount of US \$25,345,268.54 (together, the "Original Notes");

WHEREAS, pursuant to that certain Amended and Restated 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 Grantor has agreed to exchange the Original Notes with Series 1 Senior Secured Notes due 2012 (hereinafter referred to as the "Series 1 Notes"), and the Purchasers have agreed to receive, subject to the terms and conditions set forth therein, such new Series 1 Notes in replacement of the Original Notes;

WHEREAS, pursuant to the Note Purchase Agreement, the Grantor has agreed to issue and sell to the Purchasers, and the Purchasers have agreed to purchase, subject to the terms and conditions set forth therein, Series 2 Senior Secured Notes due 2012 up to the aggregate principal amount of up to US \$6,579,591.84 (the "Series 2 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 Amended and Restated 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 promises 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.

4. SPECIAL PROVISIONS FOR INTENT-TO-USE TRADEMARK APPLICATIONS. Notwithstanding anything to the contrary in this Agreement or the Amended and Restated Security Agreement, while the Collateral Agent does acquire a security interest in the United States for any Trademark that is the subject of an intent-to-use application before the U.S. Patent and Trademark Office, the Collateral Agent agrees not to make an assignment, grant, transfer, or other conveyance of such application until such time as a verified amendment to allege use or statement of use is filed for such application or the Collateral Agent arranges for an

assignment of such Trademarks to a Purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. § 1060.

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: Stuart Davies
Name:
Title: **Stuart Davies**
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: Robert E. Weil
Name: Robert E. Weil
Title: CFO

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

By: _____
Name:
Title:

[SIGNATURE PAGE TO RTI TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004413 FRAME: 0227

ACKNOWLEDGMENT OF GRANTOR
STATE OF MN)

COUNTY OF Dakota) ss.


On this 21st day of May, 2008, before me personally appeared Robert E Weil, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Restaurant Technologies, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by the corporation's Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal} Notary Public



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

<u>MARK</u>	<u>Jurisdiction</u>	<u>Application No./File Date</u>	<u>Reg. No./Reg. Date</u>	<u>Class/Goods and Services</u>	<u>Status</u>
<u>MAXLIFE</u>	<u>Australia</u>	<u>1,217,868</u> <u>January 3, 2008</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending – Published</u>
<u>MAXLIFE</u>	<u>Canada</u>	<u>1,378,160</u> <u>January 7, 2008</u>	<u>n/a</u>	<u>Cooking Oil</u>	<u>Pending</u>
<u>MAXLIFE</u>	<u>European Union</u>	<u>006,537,881</u> <u>December 21, 2007</u>	<u>n/a</u>	<u>Class 29: Meat, Fish, Poultry and Game; Meat Extracts; Preserved, Frozen, Dried and Cooked Fruits and Vegetables; Jellies, Jams, Compotes; Eggs, Milk and Milk Products; Edible Oils and Fats; Cooking Oil</u>	<u>Pending</u>
<u>MAXLIFE</u>	<u>New Zealand</u>	<u>781,901</u> <u>December 21, 2007</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending – Published</u>
<u>MAXLIFE</u>	<u>U.S.</u>	<u>78/881,699</u> <u>May 11, 2006</u>	<u>3,350,195</u> <u>December 4, 2007</u>	<u>Class 29: Cooking Oil</u>	<u>Registered</u>
<u>MAXLIFE & Design</u>	<u>U.S.</u>	<u>77/275,347</u> <u>September 10, 2007</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending – Allowed</u>
					
<u>MAXLIFE ZEROT GOLD</u>	<u>U.S.</u>	<u>77/206,011</u> <u>June 14, 2007</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending – Allowed</u>
<u>MAXLIFE ZT HI-C</u>	<u>U.S.</u>	<u>77/229,572</u> <u>July 13, 2007</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending – Allowed</u>
<u>MAXLIFE ZT HI-O C</u>	<u>U.S.</u>	<u>77/229,429</u> <u>July 13, 2007</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending – Allowed</u>

<u>RESTAURANT TECHNOLOGIES</u>	<u>U.S.</u>	<u>75/756,169</u>	<u>2,663,675</u>	<u>Class 11: Filters, pumps and tanks sold in combination for use in restaurant cooking oil handling systems</u>	<u>Registered</u>
		<u>July 15, 1999</u>	<u>December 17, 2002</u>	<u>Class 29: Cooking Oil</u>	
<u>RESTAURANT TECHNOLOGIES, INC.</u>	<u>U.S.</u>	<u>76/227,331</u>	<u>2,801,721</u>	<u>Class 37: Installation and maintenance of cooking oil handling systems comprised of filters, pumps and tanks</u>	<u>Registered</u>
		<u>March 20, 2001</u>	<u>January 6, 2004</u>		
<u>RTI & Design</u>	<u>U.S.</u>	<u>76/125,462</u>	<u>2,529,512</u>	<u>Class 11: Filters, pumps and tanks sold in combination for use in restaurant cooking oil handling systems</u>	<u>Registered</u>
		<u>September 8, 2000</u>	<u>January 15, 2002</u>	<u>Class 37: Installation and maintenance of cooking oil handling systems</u>	
<u>ZEROT</u>	<u>Canada</u>	<u>1,352,637</u>	<u>n/a</u>	<u>Cooking Oil</u>	<u>Pending</u>
		<u>June 21, 2007</u>			
<u>ZEROT</u>	<u>U.S.</u>	<u>77/074,483</u>	<u>n/a</u>	<u>Class 29: Cooking Oil</u>	<u>Pending – Allowed</u>
		<u>January 2, 2007</u>			<u>Statement of Use filed 4/10/08, awaiting its acceptance</u>