

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Restaurant Technologies, Inc.		05/16/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Public Limited Company: FRANCE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3350195	MAXLIFE
Registration Number:	3737452	MAXLIFE
Registration Number:	2663675	RESTAURANT TECHNOLOGIES, INC.
Registration Number:	2801721	RESTAURANT TECHNOLOGIES, INC.
Registration Number:	2529512	RTI
Registration Number:	3450237	ZEROT
Serial Number:	85278193	GLOBAL TIER
Serial Number:	85207532	RTI
Serial Number:	85207528	RTI
Serial Number:	85207518	RTI
Serial Number:	85207503	RTI
Serial Number:	85207500	SMART. SAFE. GREEN.
Serial Number:	85207490	SMART. SAFE. GREEN.
Serial Number:	85207485	TOM

CH \$540.00 3350195

Serial Number:	85207481	TOTAL OPERATIONS MANAGEMENT
Serial Number:	85207471	RTI
Serial Number:	85207462	RTI
Serial Number:	85207450	RTI
Serial Number:	85207444	RTI
Serial Number:	85207438	SMART. SAFE. GREEN.
Serial Number:	85207421	SMART. SAFE. GREEN.

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: robert.wise@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: 4 Times Square
Address Line 2: S. Anita Sinha
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/119
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	05/25/2011

Total Attachments: 5
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GRANT OF TRADEMARK SECURITY INTEREST

This Grant of Trademark Security Interest (this “**Grant of Trademark Security Interest**”) is made as of May 16, 2011, by RESTAURANT TECHNOLOGIES, INC., a Delaware corporation, located at 2250 Pilot Knob Road, Suite 100, Mendota Heights, MN 55120 (the “**Grantor**”), in favor of BNP PARIBAS, a French Public Limited Company, located at 520 Madison Avenue, New York, New York, 10022, as Administrative Agent for and representative of the Beneficiaries (in such capacity, “**Secured Party**”). Capitalized terms used in this Grant of Trademark Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, RESTAURANT TECHNOLOGIES, INC., a Delaware corporation, successor-by-merger to **AUGUSTA ACQUISITION CORP.**, a Delaware corporation (such surviving entity, “**Company**”), has entered into the Credit Agreement, dated as of May 16, 2011 (said Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), BNP Paribas, as Administrative Agent for and representative of the Lenders, and General Electric Capital Corporation, as syndication agent, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Secured Hedge Agreements with one or more Swap Counterparties (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of May 16, 2011 (said Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party, for the benefit of the Beneficiaries, a security interest in all of Grantor’s right, title and interest in and to the following Intellectual Property Collateral owned by Grantor, in each case whether now or hereafter existing, whether now owned or hereafter acquired, and wherever the same may be located (the “**Trademark Collateral**”): (i) all trademarks, service marks, designs, logos, indicia of source or origin, trade names, trade dress, domain names, corporate names, company names, business

names, fictitious business names, trade styles and/or other source and/or business identifiers and all goodwill connected with the use thereof and symbolized thereby; all registrations for Trademarks that have been or may hereafter be issued or applied for in the United States and any state thereof and in foreign countries (including the registrations and applications set forth on Schedule A annexed hereto), and all common law and other trademark rights in and to the Trademarks in the United States and any state thereof and in foreign countries and (ii) all Proceeds with respect to the foregoing Trademark Collateral.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in any application for a Trademark filed with the United States Patent and Trademark Office ("PTO") pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of such Trademark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d) and such submission is accepted by the PTO, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

In the event that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. The rules of construction set forth in subsection 1.3 of the Credit Agreement shall be applicable to this Grant of Trademark Security Interest *mutatis mutandis*.

This Grant of Trademark Security Interest 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 Grant of Trademark Security Interest by signing and delivering one or more counterparts.

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IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

RESTAURANT TECHNOLOGIES, INC.

By: Robert Weil
Name: Robert Weil
Title: CEO

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

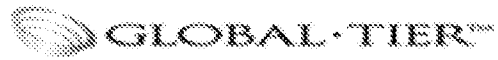
UNITED STATES TRADEMARKS:

Applications:

Mark	Juris- diction	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
MAXLIFE	AU	Restaurant Technologies, Inc.	(1,217,868)	(01/03/2008)	Pending
MAXLIFE	NZ	Restaurant Technologies, Inc.	(781,901)	(12/21/2007)	Pending
MAXLIFE	US	Restaurant Technologies, Inc.	3,350,195	12/04/2007	Registered
MAXLIFE and design	US	Restaurant Technologies, Inc.	3,737,452	01/12/2007	Registered
RESTAURANT TECHNOLOGIES, INC.	US	Restaurant Technologies, Inc.	2,663,675	12/17/2002	Registered
RESTAURANT TECHNOLOGIES, INC.	US	Restaurant Technologies, Inc.	2,801,721	01/06/2004	Registered
RTI & Design	US	Restaurant Technologies, Inc.	2,529,512	01/15/2002	Registered
ZEROT	US	Restaurant Technologies, Inc.	3,450,237	06/17/2008	Registered
GLOBAL TIER	US	Restaurant Technologies, Inc.	85/278,193	(03/28/2011)	Pending
RTI	US	Restaurant Technologies, Inc.	85/207,532	12/29/2010	Pending
RTI	US	Restaurant Technologies, Inc.	85/207,528	12/29/2010	Pending
RTI and design	US	Restaurant Technologies, Inc.	85/207,518	12/29/2010	Pending
RTI	US	Restaurant Technologies, Inc.	85/207,503	12/29/2010	Pending
SMART. SAFE. GREEN.	US	Restaurant Technologies, Inc.	85/207,500	12/29/2010	Pending
SMART. SAFE. GREEN.	US	Restaurant Technologies, Inc.	85/207,490	12/29/2010	Pending
TOM	US	Restaurant Technologies, Inc.	85/207,485	12/29/2010	Pending
TOTAL OPERATIONS MANAGEMENT	US	Restaurant Technologies, Inc.	85/207,481	12/29/2010	Pending

RTI	US	Restaurant Technologies, Inc.	85/207,471	12/29/2010	Pending
RTI	US	Restaurant Technologies, Inc.	85/207,462	12/29/2010	Pending
RTI and design	US	Restaurant Technologies, Inc.	85/207,450	12/29/2010	Pending
RTI and design	US	Restaurant Technologies, Inc.	85-207,444	12/29/2010	Pending
SMART. SAFE. GREEN.	US	Restaurant Technologies, Inc.	85-207,438	12/29/2010	Pending
SMART. SAFE. GREEN.	US	Restaurant Technologies, Inc.	85-207,421	12/29/2010	Pending

Common Law Trademarks:



TOTAL OIL MANAGEMENT SOLUTION

BETTER OIL. SAFER KITCHEN. BETTER BUSINESS.

RTI MAXLIFE ZEROT LOWLIN

RTI MAXLIFE ZEROT GOLD