

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 |
| Movie Grill Concepts Trademark Holdings, LLC | | 10/25/2011 | LIMITED LIABILITY COMPANY: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent | | |
| Street Address: | 6011 Connection Drive | | |
| Internal Address: | c/o Studio Movie Grill Account Manager | | |
| City: | Irving | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75039 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2963249 | STUDIO MOVIE GRILL | |
| Serial Number: | 85268869 | STUDIO MOVIE GRILL EAT DRINK MOVIES | |
| Serial Number: | 85268839 | STUDIO MOVIE GRILL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)888-4190 | | |
| Phone: | 4048884267 | | |
| Email: | dcorey@hunton.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Hunton & Williams LLP | | |
| Address Line 1: | 600 Peachtree Street NE, Suite 4100 | | |
| Address Line 2: | c/o Deborah Corey | | |
| Address Line 4: | Atlanta, GEORGIA 30308-2216 | | |
| ATTORNEY DOCKET NUMBER: | 65740.89 | | |

CH \$90.00 2963249

| | |
|---|-----------------|
| NAME OF SUBMITTER: | Deborah Corey |
| Signature: | /Deborah Corey/ |
| Date: | 10/26/2011 |
| Total Attachments: 5 source=Studio Movie Grill Trademark Security Agreement#page1.tif source=Studio Movie Grill Trademark Security Agreement#page2.tif source=Studio Movie Grill Trademark Security Agreement#page3.tif source=Studio Movie Grill Trademark Security Agreement#page4.tif source=Studio Movie Grill Trademark Security Agreement#page5.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made and entered into as of October 25, 2011, by MOVIE GRILL CONCEPTS TRADEMARK HOLDINGS, LLC, a Texas limited liability company ("**Grantor**"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent under the Credit Agreement described below (in such capacity, "**Collateral Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of October 25, 2011, by and among Grantor, the other Borrowers party thereto from time to time, the Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), Lenders have agreed to make the Loans to Borrowers; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Lenders, the Pledge and Security Agreement; and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

- 1. Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.
- 2. Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing First Priority security interest 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 Trademark Licenses (as defined in the Pledge and Security Agreement) to which it is a party including, without limitation, those referred to on Schedule 1 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 Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.
- 3. Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of

itself and Lenders, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

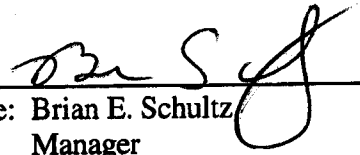
4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

MOVIE GRILL CONCEPTS
TRADEMARK HOLDINGS, LLC

By: 
Name: Brian E. Schultz
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.

By: 

Name: Todd Foust

Title: Senior Vice President

Schedule 1

REGISTERED TRADEMARKS

| TRADEMARK/SERVICE MARK | REGISTRATION NO. | REGISTRATION DATE |
|-------------------------------|-------------------------|--------------------------|
| STUDIO MOVIE GRILL | 2,963,249 | June 21, 2005 |

TRADEMARK APPLICATIONS

| TRADEMARK/SERVICE MARK | SERIAL NO. | FILING DATE |
|-------------------------------------|-------------------|--------------------|
| STUDIO MOVIE GRILL EAT DRINK MOVIES | 85/268,869 | March 16, 2011 |
| STUDIO MOVIE GRILL | 85/268,839 | March 16, 2011 |

Schedule 1

Trademark Security Agreement
37267587

RECORDED: 10/26/2011

TRADEMARK
REEL: 004648 FRAME: 0845