

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 |
| Bertucci's Restaurant Corp. | | 08/02/2012 | CORPORATION: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | Fortress Credit Corp., as Agent | | |
| Street Address: | 1345 Avenue of the Americas, 46th Floor | | |
| Internal Address: | Attn: Bertucci Account Manager | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10105 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4126995 | THE FIRE INSIDE | |
| Registration Number: | 3998160 | EVERYTHING IS BETTER BY THE BRICK OVEN | |
| Registration Number: | 3336659 | WHAT'S NOT TO LOVE? | |
| Registration Number: | 3181474 | BERTUCCI'S | |
| Registration Number: | 2994400 | BERTUCCI'S | |
| Registration Number: | 3612356 | | |
| Registration Number: | 3612337 | | |
| Registration Number: | 3612204 | | |
| Registration Number: | 3612197 | | |
| Registration Number: | 3033939 | BERTUCCI'S BRICK OVEN RISTORANTE | |
| Registration Number: | 1624185 | BERTUCCI'S BRICK OVEN PIZZERIA | |
| Serial Number: | 85625199 | 2 OVENS | |
| Serial Number: | 85592266 | 2 OVENS | |

CH \$390.00 4126995

| | | |
|----------------|----------|-----------------|
| Serial Number: | 85591926 | TWO OVENS |
| Serial Number: | 85253488 | THE FIRE INSIDE |

CORRESPONDENCE DATA

Fax Number: 4048884190
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 4048884267
Email: dcorey@hunton.com
Correspondent Name: Hunton & Williams LLP
Address Line 1: 600 Peachtree Street NE, Suite 4100
Address Line 2: Attn: Deborah Corey
Address Line 4: Atlanta, GEORGIA 30308-2216

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 76787.000070 |
| NAME OF SUBMITTER: | Deborah Corey |
| Signature: | /Deborah Corey/ |
| Date: | 08/02/2012 |

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of August 2, 2012, by BERTUCCI'S RESTAURANT CORP., a Massachusetts corporation ("Grantor"), in favor of FORTRESS CREDIT CORP. ("Fortress"), 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 the date hereof, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Fortress, as Administrative Agent, Collateral Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans to Borrowers (including Grantor); 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 to Collateral Agent, for the benefit of itself and the other Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other 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 the 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 registrations, applications, foreign counterparts 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; provided, in no event shall the security interest granted under this Section 2 hereof attach to any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not

been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or (c) in each case, only to the extent the grant of security interest in such intent-to-use Trademark is in violation of 15 U.S.C. § 1060 and only unless and until a "Statement of Use" or "Amendment to Allege Use" is filed, has been deemed in conformance with 15 U.S.C. § 1051(a) and (c) or examined and accepted, respectively, by the United States Patent and Trademark Office, in which case such security interest shall attach immediately.

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.

5. **Termination.** Upon the payment in full in Cash of all Obligations and the cancellation or termination of the Commitments, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination, Collateral Agent shall, at Grantor's expense, execute and deliver to Grantor or otherwise authorize the filing of such release documents as Grantor shall reasonably request, in each case, such documents to be in form and substance satisfactory to Collateral Agent and without representation or warranty by, or recourse to, Collateral Agent.

[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:

BERTUCCI'S RESTAURANT CORP.

By: _____

Name: Brian Connell

Title: Chief Financial Officer,
Treasurer & Secretary

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

FORTRESS CREDIT CORP.





By: _____

Name: **CONSTANTINE M. DAKOLIAS**


Title: **PRESIDENT**

Schedule 1

TRADEMARKS

| GRANTOR | TRADEMARK | REGISTRATION NO. | REGISTRATION DATE |
|-----------------------------|---|-------------------------|--------------------------|
| Bertucci's Restaurant Corp. | THE FIRE INSIDE | 4126995 | April 10, 2012 |
| Bertucci's Restaurant Corp. | EVERYTHING IS BETTER BY THE BRICK OVEN | 3998160 | July 19, 2011 |
| Bertucci's Restaurant Corp. | WHAT'S NOT TO LOVE? | 3336659 | November 13, 2007 |
| Bertucci's Restaurant Corp. | BERTUCCI'S | 3181474 | December 5, 2006 |
| Bertucci's Restaurant Corp. | BERTUCCI'S | 2994400 | September 13, 2005 |
| Bertucci's Restaurant Corp. |  | 3612356 | April 28, 2009 |
| Bertucci's Restaurant Corp. |  | 3612337 | April 28, 2009 |
| Bertucci's Restaurant Corp. |  | 3612204 | April 28, 2009 |
| Bertucci's Restaurant Corp. |  | 3612197 | April 28, 2009 |
| Bertucci's Restaurant Corp. | BERTUCCI'S BRICK OVEN RISTORANTE | 3033939 | December 27, 2005 |
| Bertucci's Restaurant Corp. | BERTUCCI'S BRICK OVEN PIZZERIA | 1624185 | November 20, 1990 |

TRADEMARK APPLICATIONS

| GRANTOR | TRADEMARK | SERIAL NO. | FILING DATE |
|-----------------------------|---|-------------------|--------------------|
| Bertucci's Restaurant Corp. |  | 85625199 | May 15, 2012 |
| Bertucci's Restaurant Corp. | 2 OVENS | 85592266 | April 9, 2012 |
| Bertucci's Restaurant Corp. | TWO OVENS | 85591926 | April 7, 2012 |
| Bertucci's Restaurant Corp. | THE FIRE INSIDE | 85253488 | February 28, 2011 |

Schedule 1

Bertucci's - Trademark Security Agreement
40823985

RECORDED: 08/02/2012

**TRADEMARK
REEL: 004834 FRAME: 0786**