

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bertucci's Restaurant Corp.		08/02/2012	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	Leichtman Capital Partners Deep Value Fund II, L.P.
Street Address:	335 N. Maple Drive
Internal Address:	Suite 130
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED PARTNERSHIP: 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: 2125935955
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-756-2336
Email: melissa.karp@srz.com
Correspondent Name: M. Karp c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	047689-0010
NAME OF SUBMITTER:	Melissa Karp (047689-0010)
Signature:	/kc for mk/
Date:	08/03/2012

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 LEVINE LEICHTMAN CAPITAL PARTNERS DEEP VALUE FUND II, L.P. (“**LLCP**”), as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

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 LLC, 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.

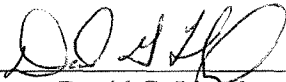
6. Notwithstanding anything herein to the contrary, this Agreement is subject to the terms and provisions of that certain Subordination and Intercreditor Agreement, dated as of August 2, 2012 (the “**Subordination Agreement**”), by and among Collateral Agent, as agent for the Lenders under the Credit Agreement, Fortress Credit Corp., as agent for certain lenders, and the other parties signatory thereto from time to time. In the event of any conflict between the provisions of this Agreement and the Subordination Agreement, the terms of the Subordination Agreement shall govern.

[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: David G. Lloyd

Title: President

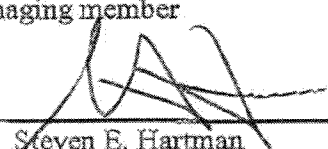
ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

**LEVINE LEICHTMAN CAPITAL
PARTNERS DEEP VALUE FUND II, L.P.**





By: LLCP Deep Value GP II, LLC, its general partner

By: Levine Leichtman Capital Partners, Inc.,
its managing member


By: 
Name: Steven E. Hartman
Title: Vice 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