

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Dining Entertainment Group, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: limited liability company

Citizenship (see guidelines) DeJaware
Execution Date(s) August 2, 2012
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Bank Hapoalim B.M.

Internal Address: _____

Street Address: 1177 Avenue of the Americas

City: New York

State: NY

Country: USA Zip: 10036

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship
 Other banking corporation Citizenship Israel

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO
B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:
Name: CT Lien Solutions

Internal Address: Attn: Susan O'Brien

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers 1640
Expiration Date 10/13

b. Deposit Account Number _____
Authorized User Name: _____

9. Signature: [Signature] Date: 8/22/12
Signature
Name of Person Signing: Evan A. Pilchik

Total number of pages including cover sheet, attachments, and document. 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6996, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$140.00 3139025

SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
COUNTRY						
BROTHER JIMMY'S UNITED STATES	10/6/2005	78/727,718	9/5/2006	3,139,025	REGISTERED	25,30,43
Jimmy's Burger Shack UNITED STATES (standard marks)	11/14/2007	77/329,193	7/8/2008	3,461,853	REGISTERED	25,43
UNITED STATES (logo)	11/14/2007	77/329,560	6/2/2009	3,629,435	REGISTERED	25,43
One Tasty Burger UNITED STATES	11/14/2007	77/329,359	7/15/2008	3,466,726	REGISTERED	25,43
PUT SOME SOUTH IN YO' MOUTH UNITED STATES	8/3/2005	78/685,028	7/25/2006	3,120,310	REGISTERED	25,30,43

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of August 2, 2012, is made by DINING ENTERTAINMENT GROUP, LLC, a Delaware limited liability company (the "Borrower"), in favor of BANK HAPOALIM B.M. (the "Bank").

WHEREAS, the Borrower has executed and delivered to the Bank (a) a Promissory Note dated as of August 2, 2012 (together with the Rider thereto, each as amended and in effect from time to time, the "Promissory Note") and (b) a Letter Agreement dated as of August 2, 2012 (as amended and in effect from time to time, the "Letter Agreement" and, together with the Promissory Note, the "Loan Documents").

WHEREAS, as a condition precedent to the making of loans by the Bank under the Loan Documents, the Borrower has executed and delivered to the Bank that certain Security Agreement dated as of August 2, 2012, made by and between the Borrower and the Bank (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Bank a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees with the Bank as follows:

1. **Grant of Security.** The Borrower hereby pledges and grants to the Bank a security interest in and to all of the right, title and interest of the Borrower in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no

obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Borrower authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Bank.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the Trademark Collateral are as provided by the Loan Documents, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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

DINING ENTERTAINMENT
GROUP, LLC

By: 

Name: Josh Libowitz

Title: managing member

Address for Notices:

350 Seventh Avenue, New York, NY
10001

Agreed to and accepted:

BANK HAPOLIM B.M.

By: _____

Name:

Title:

Address for Notices:

1177 Avenue of the Americas, New York,
NY 10036

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

DINING ENTERTAINMENT
GROUP, LLC

By: _____

Name:

Title:

Address for Notices:

350 Seventh Avenue, New York, NY
10001

Agreed to and accepted:

BANK HAPOALIM B.M.

By: _____

Name: ~~_____~~ GABI HAMANI
Title: SENIOR EXECUTIVE VICE PRESIDENT
MANAGER NEW YORK BRANCHES

Address for Notices:

1177 Avenue of the Americas, New York,
NY 10036

Bank Hapoalim B.M.

By: _____

Name: LENROY HACKETT
Title: SENIOR VICE PRESIDENT

Address for Notices:

3 1177 Avenue of the Americas, New York,
NY 10036

2172590.2

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Attached.

Dining Entertainment Group, LLC
(f/k/a Brother Jimmy's Restaurant Holdings, LLC)

Trademark Report by Mark

MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BROTHER JIMMY'S UNITED STATES	10/6/2005	78/727,718	9/5/2006	3,139,025	REGISTERED	25,30,43
CABANA ONE UNITED STATES	8/18/2009	77/806,861	ABANDONED	043	-	-
Jimmy's Burger Shack UNITED STATES (standard marks)	11/14/2007	77/329,193	7/8/2008	3,461,853	REGISTERED	25,43
UNITED STATES (logo)	11/14/2007	77/329,360	6/2/2009	3,629,435	REGISTERED	25,43
One Tasty Burger UNITED STATES	11/14/2007	77/329,359	7/13/2008	3,461,853	REGISTERED	25,43
PUT SOME SOUTH IN YO' MOUTH UNITED STATES	8/3/2005	78/685,028	7/25/2006	3,120,310	REGISTERED	25,30,43
TWEET 4 MEAT UNITED STATES	7/8/2011	85/366,486	ABANDONED	-	-	43

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