

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mac Acquisition IP LLC		04/09/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	KeyBank National Association, as Administrative Agent
Street Address:	127 Public Square
Internal Address:	Attn: Institutional Banking
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: OHIO

PROPERTY NUMBERS Total: 17		
Property Type	Number	Word Mark
Registration Number:	3877631	ROMANO'S NEAPOLITAN PIZZA
Registration Number:	1891511	ALL THE ITALIAN YOU NEED TO KNOW
Registration Number:	2257320	CHEESEOLI
Registration Number:	2659122	CHEFS MAKE IT. YOU TAKE IT.
Registration Number:	3761912	CREATE YOUR OWN HANDCRAFTED PASTA
Registration Number:	2659114	
Registration Number:	3801093	
Registration Number:	3265202	ENJOYING LIFE ONE BITE AT A TIME
Registration Number:	3937526	ITALIAN MEDITERRANEAN COOKING IS SIMPLY BETTER.
Registration Number:	3381627	A FRESH TRANSLATION OF ITALIAN.
Registration Number:	2259587	MACARONI GRILL
Registration Number:	2249559	PENNE RUSTICA
Registration Number:	3695203	POLLO LIMONE RUSTICA

OP \$440.00 3877631

Registration Number:	1658573	ROMANO'S MACARONI GRILL
Registration Number:	3381639	ROMANO'S MACARONI GRILL
Registration Number:	1716914	ROMANO'S MACARONI GRILL
Registration Number:	3309271	THAT'S SO MACARONI

CORRESPONDENCE DATA

Fax Number: 2165665800
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 216-566-5945
Email: wendy.seifert@thompsonhine.com
Correspondent Name: Thomas R. Butchko, Esq.
Address Line 1: 127 Public Square
Address Line 2: 3900 Key Center
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	059130.00121
NAME OF SUBMITTER:	Thomas R. Butchko, Esq.
Signature:	/TRB/
Date:	04/12/2013

Total Attachments: 23
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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Subsidiary)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of the 9th day of April, 2013 by MAC ACQUISITION IP LLC, a Delaware limited liability company (the “Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, as joint lead arranger, joint book runner and the administrative agent under the Credit Agreement, as hereinafter defined (the “Administrative Agent”), for the benefit of the Lenders, as hereinafter defined.

1. Recitals.

Ignite Restaurant Group, Inc., a Delaware corporation (together with its successors and assigns, the “Borrower”), is entering into that certain Amended and Restated Credit and Security Agreement, dated as of April 9, 2013, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the “Lenders” and, individually, each a “Lender”), the Administrative Agent, Merrill Lynch, Pierce, Fenner & Smith Incorporated, as joint lead arranger and joint book runner, Bank of America, N.A., as syndication agent, and Wells Fargo Bank, National Association and Cadence Bank, N.A., each as co-documentation agents (as the same may from time to time be further amended, restated or otherwise modified, the “Credit Agreement”).

The Pledgor, a subsidiary of the Borrower, deems it to be in the direct pecuniary and business interests of the Pledgor that the Borrower obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

The Pledgor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Borrower by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that are the subject of pending applications in the United States Patent and Trademark Office as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing; provided that Collateral shall exclude licenses, contracts, or other agreements which by the terms of such licenses, contracts or other agreements prohibit the assignment of such agreements (to the extent such prohibition is enforceable at law).

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 7.1 hereof.

“ITU Application” means a trademark application filed with the USPTO pursuant to 15 U.S.C. § 1051(b).

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by the Borrower to the Administrative Agent, the Swing Line Lender, the Fronting Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of the Borrower or any other Credit Party pursuant to Letters of Credit; (b) each extension, renewal, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees payable pursuant to the Credit Agreement or any other Loan Document; (d) all fees and charges in connection with the Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company or the Pledgor pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

“Secured Obligations” means, collectively, (a) the Obligations, (b) all obligations and liabilities of the Companies owing to a Lender (or an entity that is an affiliate of a then existing

Lender) under Hedge Agreements, and (c) the Bank Product Obligations owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Bank Product Agreements; provided that Secured Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

“Trademark Act” means the U.S Trademark Act of 1946, as amended.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof. The Pledgor, the Administrative Agent and the Lenders hereby acknowledge and agree that, with respect to any ITU Application included within the Collateral, to the extent such an ITU Application would, under the Trademark Act, be deemed to be transferred in violation of 15 U.S.C. § 1060(a) as a result of the security interest granted herein, or otherwise invalidated or made unenforceable as a result of the execution or performance of this Agreement, no security interest shall be deemed to have been granted in such ITU Application (notwithstanding the provisions of this Agreement or any other Loan Document) until such time as the circumstances that would give rise to such violation, invalidation or unenforceability no longer exist.

4. Representations and Warranties. Subject to Section 4.7 hereof, the Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:

4.1. The Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. To the knowledge of the Pledgor, the Collateral is valid and enforceable.

4.3. The Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for Liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, exclusive licenses, registered user agreements and covenants by the Pledgor not to sue third Persons.

4.5. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on the Pledgor.

4.7. Notwithstanding anything in this Section 4 to the contrary, the representations and warranties made by the Pledgor pursuant to this Agreement are subject, in all respects, to the last paragraph of Section 4.2 of the Credit Agreement.

5. Further Assignment Prohibited. Unless otherwise permitted under this Agreement or the Credit Agreement, the Pledgor shall not enter into any agreement that is inconsistent with the Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without the Administrative Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Standard Patent and Trademark Use. The Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof, except to the extent that it would not have a Material Adverse Effect. Except as the failure to do so could not reasonably be expected to have a Material Adverse Effect, the Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate, except where the failure to do so will not have a Material Adverse Effect.

7. Events of Default and Remedies.

7.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

7.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. and the Consolidated Laws of New York as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

7.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment. The Assignment shall be held in escrow and shall have no force and effect until the Administrative Agent certifies, by executing the Assignment, that an Event of Default has occurred and is continuing and that the Administrative Agent has elected to take possession of the Collateral; provided that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. The Administrative Agent shall not execute the Assignment unless an Event of Default has occurred and is continuing. If the Administrative Agent executes the Assignment in

accordance with the terms hereof, the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

7.4. If an Event of Default shall occur and be continuing, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its reasonable discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale in accordance with the provisions of the Credit Agreement. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency. In addition, the Administrative Agent shall, after the occurrence and during the continuance of an Event of Default, have the right to obtain new appraisals of the Pledgor or the Collateral, the cost of which shall be paid by the Pledgor.

8. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business. Any and all fees, costs and out-of-pocket expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

9. The Pledgor's Obligation to Prosecute. Unless otherwise required by applicable law and except as may be determined by the Pledgor not to be advisable or in the best interests of the Pledgor, in the Pledgor's reasonable business judgment, the Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral without the prior written consent of the Administrative Agent, unless such abandonment will not have a material adverse effect on the Pledgor, such abandonment is in connection with the abandonment of a product or product line, or such abandonment relates to Collateral that the Pledgor has determined not to be advisable or in the best interests of the Pledgor, in the Pledgor's reasonable business judgment, to maintain.

10. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. The Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 10, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.

11. Power of Attorney. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its reasonable discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

12. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all out-of-pocket expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.

13. Additional Documents. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be reasonably required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

14. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and the Commitment terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent a list of the such new Collateral in connection with the delivery of the Compliance Certificate required to be delivered in accordance with Section 5.3(d) of the Credit Agreement.

15. Modifications for New Collateral. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Section 14 hereof and, at the Administrative Agent's request, the Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 15, provided that any such modification to Schedule 1 shall be effective without the signature of the Pledgor.

16. Maximum Liability of the Pledgor and Rights of Contribution. It is the desire and intent of the Pledgor, the Administrative Agent and the Lenders that this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If and to the extent that the obligations of the Pledgor under this Agreement would, in the absence of this sentence, be adjudicated to be invalid or unenforceable because of any applicable state or federal law relating to fraudulent conveyances or transfers, then anything in this Agreement or any other Loan Document to the contrary notwithstanding, in no event shall the amount of the Secured Obligations secured by this Agreement by the Pledgor exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of the Pledgor from other affiliates of the Borrower) would not render the rights to payment of the Administrative Agent and the Lenders hereunder void, voidable or avoidable under any applicable fraudulent transfer law. The Pledgor hereby agrees that, in connection with the payments made hereunder, the Pledgor shall have a right of contribution from other Credit Parties, as appropriate, in accordance with applicable law. Such contribution rights shall be waived until such time as the Secured Obligations have been irrevocably paid in full, and the Pledgor shall not exercise any such contribution rights until the Secured Obligations have been irrevocably paid in full.

17. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature page of this Agreement, if to the Administrative Agent or any Lender, mailed or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder

shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case of facsimile or electronic communication with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.

18. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders (or the Required Lenders, as applicable) in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

22. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

23. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

24. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile signature, which, when so executed and delivered, shall be deemed to be an original.

25. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law, without regard to principles of conflicts of laws that would result in the application of the law of any other state. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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JURY TRIAL WAIVER. THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, TO THE EXTENT PERMITTED BY LAW, EACH HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

Address: 9900 Westpark Drive
Suite 300
Houston, Texas 77063
Attention: Edward Engel

MAC ACQUISITION II LLC

By: 

Edward W. Engel

Vice President and Secretary

SCHEDULE 1

Trademarks:

Mark	Registration/ Application Number	Jurisdiction	Status	Owner
ROMANO'S MACARONI GRILL	1095657	Australia	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	546568	Australia	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	46677	Bahrain	Registered*	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	S5464	Bahrain	Registered*	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	32897	Bahrain	Registered*	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	32898	Bahrain	Registered*	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	S5465	Bahrain	Registered*	MAC ACQUISITION IP LLC
MACARONI GRILL	24027	Brunei Darussalam	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	24995	Brunei Darussalam	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	23624	Brunei Darussalam	Registered	MAC ACQUISITION IP LLC
CHEFS RUN OUR COMPANY. THAT EXPLAINS OUR FOOD.	TMA525208	Canada	Registered	MAC ACQUISITION IP LLC
MAKING LIFE DELICIOUS	TMA631546	Canada	Registered	MAC ACQUISITION IP LLC
PENNE RUSTICA	TMA524892	Canada	Registered	MAC ACQUISITION IP LLC

* The Company or its applicable Subsidiaries are in the process of updating legal title to marks in Bahrain to reflect their assignment from Brinker or its Affiliates in 2008.

ROMANO'S MACARONI GRILL	TMA417252	Canada	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	1136258	China	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	1387856	China	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	1136251	China	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	1136257	China	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	121214	Costa Rica	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	1185	Ecuador	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	182134	Egypt	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	141163	Egypt	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	141164	Egypt	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL		El Salvador	Pending	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	13 69 29-30	El Salvador	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	27 62 55-56	El Salvador	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	71,63,143-144	El Salvador	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	74,63,149-150	El Salvador	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	4852621	European Community	Registered	MAC ACQUISITION IP LLC
MAKING LIFE DELICIOUS	3281185	European Community	Registered	MAC ACQUISITION IP LLC

ROMANO'S MACARONI GRILL	1173517	European Community	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	008688	Guatemala	Pending	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	107485	Honduras	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	14219	Honduras	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	1996B02430	Hong Kong	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	1997B05394	Hong Kong	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	1996B02431	Hong Kong	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	1997B05393	Hong Kong	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	1418294	India	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	1418295	India	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	406226	Indonesia	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	406220	Indonesia	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	340626	Indonesia	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	404451	Indonesia	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	341726	Indonesia	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	404450	Indonesia	Registered	MAC ACQUISITION IP LLC
CASTELLINA	1111442	Italy	Registered	MAC ACQUISITION IP LLC

CASTELLINA	1111443	Italy	Registered	MAC ACQUISITION IP LLC
CASTELLINA OLIO EXTRA VERGINE DI OLIVA PERSONALITY SELECTED BY MORGAN HULL EXECUTIVE CHEF MACARONI GRILL (Stylistic Label)	1111441	Italy	Registered	MAC ACQUISITION IP LLC
CASTELLINA EXTRA VERGIN OLIVE OIL FIRST COLD PRESSED NATURALLY CHOLESTEROL FREE PRODUCT OF ITALY PACKAGED EXCLUSIVELY FOR MACARONI GRILL BY MINERVA SRL GENOA	1111444	Italy	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	1111406	Italy	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	1111454	Italy	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	82046	Jordan	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	82047	Jordan	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	82082	Jordan	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	82083	Jordan	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	70000	Kuwait	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	45559	Kuwait	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	45558	Kuwait	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	105239	Lebanon	Registered	MAC ACQUISITION IP LLC

ROMANO'S MACARONI GRILL	105151	Lebanon	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	95002306	Malaysia	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	95002305	Malaysia	Registered	MAC ACQUISITION IP LLC
MACARONI (Stylized)	930431	Mexico	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL (Stylized)	656611	Mexico	Registered	MAC ACQUISITION IP LLC
MAKING LIFE DELICIOUS	807719	Mexico	Registered	MAC ACQUISITION IP LLC
PENNE RUSTICA	584667	Mexico	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	556449	Mexico	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	367717	Mexico	Pending	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	502714	Mexico	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	504077	Mexico	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	924190	Mexico	Registered	MAC ACQUISITION IP LLC
ROMANO'S PASTA GRILL	626179	Mexico	Registered	MAC ACQUISITION IP LLC
ROMANO'S PASTA GRILL	624196	Mexico	Registered	MAC ACQUISITION IP LLC
ROMANO 'S ITALIAN GRILL	648844	Mexico	Registered	MAC ACQUISITION IP LLC
ROMANO 'S ITALIAN GRILL	629224	Mexico	Registered	MAC ACQUISITION IP LLC
CHEFS RUN OUR COMPANY. THAT EXPLAINS OUR FOOD.	600409	Mexico	Registered	MAC ACQUISITION IP LLC

MACARONI GRILL	101586	Morocco	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	101587	Morocco	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	38800	Oman	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	37807	Oman	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	37808	Oman	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	37809	Oman	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	37810	Oman	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	218593	Pakistan	Published	MAC ACQUISITION IP LLC
MACARONI GRILL	293670	Paraguay	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	293672	Paraguay	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	S00040821	Peru	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	S00040822	Peru	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	S00044073	Peru	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	42006010771	Philippines	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	42006008272	Philippines	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	41996115348	Philippines	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	41996115349	Philippines	Registered	MAC ACQUISITION IP LLC

ROMANO'S MACARONI GRILL	41996115346	Philippines	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	67909	Puerto Rico	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	38403	Qatar	Published	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	37101	Qatar	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	37102	Qatar	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	37099	Qatar	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	37100	Qatar	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Consultation File)		Republic of Korea	New Case	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	358572	Russian Federation	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	944/49	Saudi Arabia	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	623/09	Saudi Arabia	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	628/35	Saudi Arabia	Registered	MAC ACQUISITION IP LLC
ROMANO S MACARONI GRILL (Stylized)	99213285	Saudi Arabia	Application	MAC ACQUISITION IP LLC
ROMANO S MACARONI GRILL (Stylized)	99700537	Saudi Arabia	Application	MAC ACQUISITION IP LLC
MACARONI GRILL	99734202	Saudi Arabia	Application	MAC ACQUISITION IP LLC
MACARONI GRILL	T96/10796E	Singapore	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	T96/10798A	Singapore	Registered	MAC ACQUISITION IP LLC

ROMANO'S MACARONI GRILL	T94/04272F	Singapore	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	T96/11222E	Singapore	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	T96/10797C	Singapore	Registered	MAC ACQUISITION IP LLC
ROMANO'S Macaroni GRILL	T9404273D	Singapore	Application	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	2006/14468	South Africa	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	7510	Syria	Application	MAC ACQUISITION IP LLC
MACARONI GRILL	817090	Taiwan	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	764803	Taiwan	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	84420	Taiwan	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	764854	Taiwan	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	84348	Taiwan	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	321386	Thailand	Pending	MAC ACQUISITION IP LLC
MACARONI GRILL	KOR71064	Thailand	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	Bor3614	Thailand	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	Bor3430	Thailand	Registered	MAC ACQUISITION IP LLC
MACARONIGRILL.COM	EE980961	Tunisia	Registered	MAC ACQUISITION IP LLC
MACGRILL.COM	EE980975	Tunisia	Registered	MAC ACQUISITION IP LLC

MACARONI GRILL	2006 02482	Turkey	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	2004 01167	Turkey	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	98/017637	Turkey	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	98/017636	Turkey	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	2004 01168	Turkey	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	207874	Turkey	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	98/017635	Turkey	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL	102682	United Arab Emirates	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	33028	United Arab Emirates	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	33030	United Arab Emirates	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	33031	United Arab Emirates	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	33032	United Arab Emirates	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	77517	United Arab Emirates	Application	MAC ACQUISITION IP LLC
Design (Chef Logo)	2362075	United Kingdom	Registered	MAC ACQUISITION IP LLC
ROMANO'S GRILL	2052556	United Kingdom	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	1449077	United Kingdom	Registered	MAC ACQUISITION IP LLC
ROMANO'S NEAPOLITAN PIZZA	3877631	United States	Registered	MAC ACQUISITION IP LLC

ALL THE ITALIAN YOU NEED TO KNOW	1891511	United States	Registered	MAC ACQUISITION IP LLC
CALZONETTO	2558178	United States	Cancelled	MAC ACQUISITION IP LLC
CHEESEOLI	2257320	United States	Registered	MAC ACQUISITION IP LLC
CHEFS MAKE IT. YOU TAKE IT.	2659122	United States	Registered	MAC ACQUISITION IP LLC
CREATE YOUR OWN HANDCRAFTED PASTA	3761912	United States	Registered	MAC ACQUISITION IP LLC
Design (Chef Logo)	2659114	United States	Registered	MAC ACQUISITION IP LLC
Design (Pizza Box)	3801093	United States	Registered	MAC ACQUISITION IP LLC
ENJOYING LIFE ONE BITE AT A TIME	3265202	United States	Registered	MAC ACQUISITION IP LLC
ITALIAN MEDITERRANEAN COOKING IS SIMPLY BETTER.	3937526	United States	Registered	MAC ACQUISITION IP LLC
A FRESH TRANSLATION OF ITALIAN.	3381627	United States	Registered	MAC ACQUISITION IP LLC
MACARONI GRILL (Stylized)	2259587	United States	Registered	MAC ACQUISITION IP LLC
PENNE RUSTICA	2249559	United States	Registered	MAC ACQUISITION IP LLC
POLLO LIMONE RUSTICA	3695203	United States	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	1658573	United States	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	3381639	United States	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized Curved)	3701361	United States	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	1716914	United States	Registered	MAC ACQUISITION IP LLC

THAT'S SO MACARONI	3309271	United States	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	S012963	Venezuela	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL	S026138	Venezuela	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	S016247	Venezuela	Registered	MAC ACQUISITION IP LLC
ROMANO'S MACARONI GRILL (Stylized)	S026137	Venezuela	Registered	MAC ACQUISITION IP LLC

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF APRIL 9, 2013, EXECUTED BY MAC ACQUISITION IP LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND IS CONTINUING AND THAT THE ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, MAC ACQUISITION IP LLC, a Delaware limited liability company (the "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of April 9, 2013 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION, as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the "Administrative Agent"), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and during the continuance of an Event of Default, as defined in the Agreement, and the Administrative Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office; provided that, notwithstanding the foregoing, the Pledgor grants no interest hereunder in any licenses, contracts, or other agreements which by the terms of such licenses, contracts or other agreements prohibit the assignment of such agreements (to the extent such prohibition is enforceable at law).

This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) the Administrative Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on April 9, 2013.

MAC ACQUISITION IP LLC

By: _____
Name: _____
Title: _____