

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Restaurant Technologies, Inc.		06/06/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	525 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4086765	GLOBAL TIER
Registration Number:	3350195	MAXLIFE
Registration Number:	3737452	MAXLIFE
Registration Number:	2663675	RESTAURANT TECHNOLOGIES, INC.
Registration Number:	2801721	RESTAURANT TECHNOLOGIES, INC.
Registration Number:	4206804	RTI
Registration Number:	4143699	RTI
Registration Number:	3997763	RTI
Registration Number:	3997761	RTI
Registration Number:	4206803	RTI
Registration Number:	2529512	RTI
Registration Number:	4143698	RTI
Registration Number:	3997759	RTI
Registration Number:	3997758	RTI

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Registration Number:	3997757	SMART. SAFE. GREEN.
Registration Number:	3997753	SMART. SAFE. GREEN.
Registration Number:	4161907	SMART. SAFE. GREEN.
Registration Number:	4072154	TOTAL OPERATIONS MANAGEMENT
Registration Number:	3450237	ZEROT
Serial Number:	85207485	TOM

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-577-8307
Email: latiffany.brown@kattenlaw.com
Correspondent Name: LaTiffany Brown c/o Katten Muchin Rosenm
Address Line 1: 525 West Monore Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337285-24
NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	06/06/2013

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time this “Trademark Security Agreement”), dated as of June 6, 2013, is made by Restaurant Technologies, Inc., a Delaware corporation (the “Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as Administrative Agent for the Lenders and the L/C Issuers (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 6, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to the Guaranty and Security Agreement of even date herewith (the “Guaranty and Security Agreement”) pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”; provided, however, that notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall not include any Excluded Property):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation or violation thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is a security interest granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and is exercisable pursuant to, and subject to, the terms and conditions set forth therein. Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

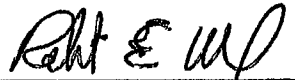
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,


RESTAURANT TECHNOLOGIES, INC.,
as Grantor

By: 
Name: Bob Weil
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By:


Name: John Courtney
Title: Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 005042 FRAME: 0820

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Title	Juris- diction	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
GLOBAL TIER	US	Restaurant Technologies, Inc.	4,086,765	01/17/2012	Registered
MAXLIFE	US	Restaurant Technologies, Inc.	3,350,195	12/04/2007	Registered
MAXLIFE and Design 	US	Restaurant Technologies, Inc.	3,737,452	01/12/2010	Registered
RESTAURANT TECHNOLOGIES, INC.	US	Restaurant Technologies, Inc.	2,663,675	12/17/2002	Registered
RESTAURANT TECHNOLOGIES, INC.	US	Restaurant Technologies, Inc.	2,801,721	01/06/2004	Registered
RTI	US	Restaurant Technologies, Inc.	4,206,804	09/11/2012	Registered
RTI	US	Restaurant Technologies, Inc.	4,143,699	05/15/2012	Registered
RTI	US	Restaurant Technologies, Inc.	3,997,763	07/19/2011	Registered
RTI	US	Restaurant Technologies, Inc.	3,997,761	07/19/2011	Registered
RTI and Design 	US	Restaurant Technologies, Inc.	4,206,803	09/11/2012	Registered
RTI and Design 	US	Restaurant Technologies, Inc.	2,529,512	01/15/2002	Registered
RTI and Design 	US	Restaurant Technologies, Inc.	4,143,698	05/15/2012	Registered
RTI and Design 	US	Restaurant Technologies, Inc.	3,997,759	07/19/2011	Registered


Title	Juris-diction	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/Comments
RTI and Design 	US	Restaurant Technologies, Inc.	3,997,758	07/19/2011	Registered
SMART. GREEN.	SAFE. US	Restaurant Technologies, Inc.	3,997,757	07/19/2011	Registered
SMART. GREEN.	SAFE. US	Restaurant Technologies, Inc.	3,997,753	07/19/2011	Registered
SMART. GREEN.	SAFE. US	Restaurant Technologies, Inc.	4,161,907	06/19/2012	Registered
TOTAL OPERATIONS MANAGEMENT	US	Restaurant Technologies, Inc.	4,072,154	12/13/2011	Registered
ZEROT	US	Restaurant Technologies, Inc.	3,450,237	06/17/2008	Registered

Intent to Use U.S. Trademark Applications:

Title	Juris-diction	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/Comments
TOM	US	Restaurant Technologies, Inc.	(85/207,485)	(12/29/2010)	Pending

Foreign Trademark Applications and Registrations:

Title	Juris-diction	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/Comments
MAXLIFE	AU	Restaurant Technologies, Inc.	1,217,868	08/18/2008	Registered
MAXLIFE	NZ	Restaurant Technologies, Inc.	781,901	06/26/2008	Registered
RESTAURANT TECHNOLOGIES, INC.	CA	Restaurant Technologies, Inc.	(1,593,699)	(09/11/2012)	Pending
RESTAURANT TECHNOLOGIES, INC.	EU	Restaurant Technologies, Inc.	(011234937)	(10/09/2012)	Pending
RTI	CA	Restaurant Technologies, Inc.	(1,529,469)	(05/27/2011)	Pending
RTI	EU	Restaurant Technologies, Inc.	(011206992)	(09/21/2012)	Pending
RTI and Design 	CA	Restaurant Technologies, Inc.	(1,529,470)	(05/27/2011)	Pending

RTI and Design 	EU	Restaurant Technologies, Inc.	(011207065)	(09/21/2012)	Pending
TOM	CA	Restaurant Technologies, Inc.	(1,529,474)	(05/27/2011)	Pending
TOM	EU	Restaurant Technologies, Inc.	011207123	02/19/2013	Registered
TOTAL OPERATIONS MANAGEMENT	CA	Restaurant Technologies, Inc.	(1,529,477)	(05/27/2011)	Pending