

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
Allen Brothers, Inc.		06/27/2013	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	1225 Seventeenth Street, Suite 2850		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2733674	ALLEN BROTHERS THE GREAT STEAKHOUSE STEA	
Registration Number:	3286123	ALLEN BROTHERS	
Registration Number:	3677839	WE DELIVER CERTAINTY	
Registration Number:	3948864	RED MARBLE	
Registration Number:	2711282	GO TO THE SOURCE	
Registration Number:	2703418	ALLEN BROTHERS	
Registration Number:	3297650	ALLEN BROTHERS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	303-394-3400		
Email:	pranum@ckbrlaw.com		
Correspondent Name:	Campbell Killin Brittan & Ray, LLC		
Address Line 1:	270 St. Paul Street, Suite 200		
Address Line 2:	Attn: Paige Ranum		

Address Line 4: Denver, COLORADO 80206

ATTORNEY DOCKET NUMBER: 204313.036

NAME OF SUBMITTER: Paige Ranum

Signature: /pr/

Date: 07/19/2013

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2013, by ALLEN BROTHERS, INC., an Illinois corporation, (the "Grantor"), in favor of FIFTH THIRD BANK, an Ohio state-chartered banking corporation ("Bank")

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of June 27, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor and Bank, Bank has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein, and 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 Bank to enter into the Loan Agreement and to induce it to make extensions of credit to Grantor thereunder, Grantor hereby agrees with Bank as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Liabilities, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Bank, and grants to Bank a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

a. all of its trademarks and trademark licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto, excluding however, intent-to-use trademarks not yet used that are the subject of an intent-to-use filing as provided for in Trademark Act Section 1(b), 15 U.S.C. 1051(b), until such time, if any, that they are placed into use by Borrower (collectively and respectively "Trademarks" and "Trademark Licenses");

b. all reissues, continuations or extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

d. all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any

Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

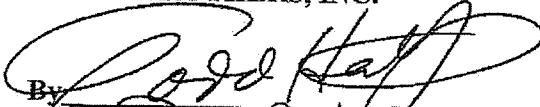
Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms of the Loan Agreement provide, among other things, that transfer, licensing or sub-licensing of the Trademark Collateral are prohibited except in certain circumstances.

[SIGNATURE PAGES FOLLOW]

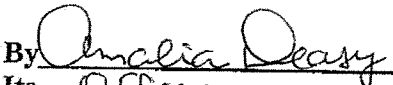
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALLEN BROTHERS, INC.

By 
Its President

ACCEPTED AND AGREED
as of the date first above written:

FIFTH THIRD BANK

By 
Its Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005074 FRAME: 0461

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

A. REGISTERED TRADEMARKS

<u>U.S. Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
ALLEN BROTHERS THE GREAT STEAKHOUSE STEAKS	75/822,396	12-Oct-1999	2,733,674	08-Jul-2003
ALLEN BROTHERS (Class 35)	78/870,299	26-Apr-2006	3,286,123	28-Aug-2007
WE DELIVER CERTAINTY	78/529,704	09-Dec-2004	3,677,839	01-Sep-2009
RED MARBLE (Class 35)	77/916,218	20-Jan-2010	3,948,864	19-Apr-2011
GO TO THE SOURCE	76/431,928	18-Jul-2002	2,711,282	29-Apr-2003
ALLEN BROTHERS (Class 35)	75/822,393	12-Oct-1999	2,703,418	08-Apr-2003
ALLEN BROTHERS (Class 29 & 30)	78/870,325	26-Apr-2006	3,297,650	25-Sep-2007

B. TRADEMARK APPLICATIONS:

None

C. TRADEMARK LICENSES:

None