

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
The Great Steakhouse Steaks LLC		06/27/2013	LIMITED LIABILITY COMPANY: 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: 14

Property Type	Number	Word Mark
Registration Number:	2396415	PROMISE OF EXCELLENCE
Registration Number:	2223675	THE GREAT STEAKHOUSE STEAKS
Registration Number:	1976660	AWESOME COMBINATION
Registration Number:	1861160	PRIME PROTECTION
Registration Number:	3257715	THE GREAT STEAKHOUSE PORK
Registration Number:	3138149	THE GREAT STEAKHOUSE STEAK BURGERS
Registration Number:	3191186	THE GREAT STEAKHOUSE STEAK DOGS
Registration Number:	3279366	THE GREAT STEAKHOUSE LAMB
Registration Number:	3257714	THE GREAT STEAKHOUSE VEAL
Registration Number:	3584513	STEAKTOPIA AMERICA'S STEAK COMPANY
Registration Number:	3581623	STEAKTOPIA
Registration Number:	4031915	EYE RIB STEAK
Registration Number:	1965120	AWESOME COMBINATION
Registration Number:	2358671	PROMISE OF EXCELLENCE

TRADEMARK

OP \$365.00 2396415

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: pr anum@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 80230

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 THE GREAT STEAKHOUSE STEAKS LLC, an Illinois limited liability company, (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.

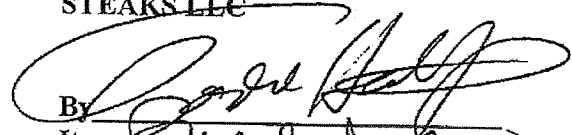
Section 3. Security Agreement

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.

THE GREAT STEAKHOUSE
STEAKS LLC

By 
Its David Hall CEO

ACCEPTED AND AGREED
as of the date first above written:

FIFTH THIRD BANK

By 
Its Officer

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>
PROMISE OF EXCELLENCE (Class 35)	75/590,715	18-Nov-1998	2,396,415	17-Oct-2000
THE GREAT STEAKHOUSE STEAKS	75/291,622	14-May-1997	2,223,675	16-Feb-1999
AWESOME COMBINATION (Class 42)	74/690,871	19-Jun-1995	1,976,660	28-May-1996
PRIME PROTECTION (Stylized)	74/456,119	10-Nov-1993	1,861,160	01-Nov-1994
THE GREAT STEAKHOUSE PORK	78/572,766	23-Feb-2005	3,257,715	03-Jul-2007
THE GREAT STEAKHOUSE STEAK BURGERS	78/572,777	23-Feb-2005	3,138,149	05-Sep-2006
THE GREAT STEAKHOUSE STEAK DOGS	78/572,776	23-Feb-2005	3,191,186	02-Jan-2007
THE GREAT STEAKHOUSE LAMB	78/572,767	23-Feb-2005	3,279,366	14-Aug-2007
THE GREAT STEAKHOUSE VEAL	78/572,762	23-Feb-2005	3,257,714	03-Jul-2007
STEAKTOPIA AMERICA'S STEAK COMPANY	78/407,253	23-Apr-2004	3,584,513	03-Mar-2009
STEAKTOPIA	78/393,512	30-Mar-2004	3,581,623	24-Feb-2009
EYE RIB STEAK	77/448,910	19-May-2008	4,031,915	27-Sep-2011
AWESOME COMBINATION (Class 29)	74/575,050	19-Sep-1994	1,965,120	02-Apr-1996
PROMISE OF EXCELLENCE (Class 29)	75/590,717	18-Nov-1998	2,358,671	13-Jun-2000

B. TRADEMARK APPLICATIONS:

None

C. TRADEMARK LICENSES:

None