

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
Papa Gino's, Inc.		07/16/2013	CORPORATION: DELAWARE
D'Angelo Sandwich Shops, Inc.		07/16/2013	CORPORATION: DELAWARE
Delops, Inc.		07/16/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THL Corporate Finance, Inc., as Agent
Street Address:	100 Federal Street, 31st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1673737	D'ANGELO SANDWICH SHOPS
Registration Number:	1611434	NUMBER 9 POKKET
Registration Number:	1589202	DESIGNER POKKETS
Registration Number:	1581815	THE GREAT DIVIDE
Registration Number:	2363440	THE SANDWICH SPECIALISTS
Registration Number:	1204948	PIZZA & MORE
Registration Number:	1135377	PAPA GINO'S
Registration Number:	2259541	A PASSION FOR PIZZA
Registration Number:	2810581	PAPA'TIZERS
Registration Number:	3135844	ARE YOU READY FOR IT?
Registration Number:	2985010	D'ANGELO
Registration Number:	3063188	D'ANGELO D'LITES
Registration Number:	3167987	D'ANGELO EST. 1967

CH \$565.00 1673737

Registration Number:	3315529	D'ANGELO GRILLED SANDWICHES EST. 1967
Registration Number:	3192228	D'ANGELO'S SANDWICH RULES
Registration Number:	3180133	FOOTBALL FRENZY
Registration Number:	3673995	IT'S PAPA GINO'S TIME
Registration Number:	3054992	PIZZA AT ITS BEST
Registration Number:	3133026	PLAIN GREAT
Registration Number:	3263449	THE FAMILY PIZZERIA SINCE 1961
Registration Number:	3296562	PAPA GINO'S PIZZERIA
Registration Number:	3777674	PAPA GINO'S PRONTO

CORRESPONDENCE DATA

Fax Number: 6175269899
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	73675/057
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	07/22/2013

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of July, 2013, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and THL CORPORATE FINANCE, INC., in its capacity as Agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Term Loan Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Term Loan Agreement") among The Smith & Wollensky Restaurant Group, Inc., a Delaware corporation ("Administrative Borrower"), S&W of Miami, L.L.C., a Delaware limited liability company ("SW Miami"), S&W of Las Vegas, L.L.C., a Delaware limited liability company ("SW Las Vegas"), S&W D.C., L.L.C., a Delaware limited liability company ("SW DC"), S & W of Philadelphia, LLC, a Delaware limited liability company ("SW Philadelphia"), Smith & Wollensky of Boston LLC, a Delaware limited liability company ("SW Boston"), Smith & Wollensky of Ohio LLC, a Delaware limited liability company ("SW Ohio"), Smith & Wollensky of Houston LLC, a Delaware limited liability company ("SW Houston"), Smith & Wollensky Atlantic Wharf LLC, a Delaware limited liability company ("Atlantic Wharf"), Papa Gino's, Inc., a Delaware corporation ("PG"; together with Administrative Borrower, SW Miami, SW Las Vegas, SW DC, SW Philadelphia, SW Boston, SW Ohio, SW Houston and Atlantic Wharf, the "Borrowers" and each, individually, a "Borrower"), Specialty Brands Holdings LLC, a Delaware limited liability company ("Parent"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to the Borrowers as provided for in the Term Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of July 16, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Term Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its federally registered Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. On a quarterly basis as set forth in the Compliance Certificate, Grantors shall give notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so

modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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.

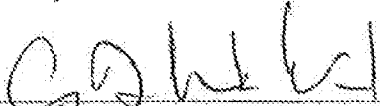
GRANTORS:

PAPA GINO'S, INC., a Delaware corporation, as a Grantor

By: 
Name: Corey D. Weisner
Title: CEO


[Trademark Security Agreement]

D'ANGELO SANDWICH SHOPS, INC., a Delaware corporation, as Grantor

By: 
Name: Chae D. Woodland
Title: CFO

[Trademark Security Agreement]

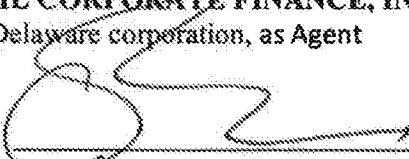
DELOPS, INC., a Delaware corporation, as a Grantor

By: 
Name: Corey D. Woodland
Title: CEO

[Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

THL CORPORATE FINANCE, INC.,
a Delaware corporation, as Agent

By: 
Name: Christopher Flynn
Title: Managing Director

[Trademark Security Agreement]

FEDERALLY REGISTERED TRADEMARKS

Description	Registration No.	Registration Date	Title Holder
D'Angelo Sandwich Shops and design	1673737	1/28/92	D'Angelo's Sandwich Shops, Inc.
Number 9 Pokket	1611434	8/28/90	D'Angelo's Sandwich Shops, Inc.
Designer Pokkets	1589202	3/27/90	D'Angelo's Sandwich Shops, Inc.
The Great Divide	1581815	2/6/90	D'Angelo's Sandwich Shops, Inc.
The Sandwich Specialists	2363440	6/27/00	Delops, Inc.
Pizza & More	1204948	8/10/82	Papa Gino's, Inc.
Papa Gino's	1135377	5/13/80	Papa Gino's, Inc.
A Passion for Pizza	2259541	7/6/99	Papa Gino's, Inc.
Papa'tizers	2810581	2/3/04	Papa Gino's, Inc.
Are You Ready For It?	3135844	8/29/06	Papa Gino's, Inc.
D'Angelo	2985010	8/16/05	D'Angelo's Sandwich Shops, Inc.
D'Angelo D'Lites	3063188	2/28/06	D'Angelo's Sandwich Shops, Inc.
D'Angelo Est. 1967 logo	3167987	11/7/06	D'Angelo's Sandwich Shops, Inc.
D'Angelo Grilled Sandwiches and Design	3315529	10/23/07	D'Angelo's Sandwich Shops, Inc.
D'Angelo's Sandwich Rules	3192228	1/2/07	D'Angelo's Sandwich Shops, Inc.
Football Frenzy	3180133	12/5/06	Papa Gino's, Inc.
It's Papa Gino's Time	3673995	8/25/09	Papa Gino's, Inc.
Pizza At Its Best	3054992	1/31/06	Papa Gino's, Inc.
Plain Great	3133026	8/22/06	D'Angelo's Sandwich Shops, Inc.
The Family Pizzeria Since 1961	3263449	7/10/07	Papa Gino's, Inc.
Papa Gino's Pizzeria and design	3296562	9/25/07	Papa Gino's, Inc.
Papa Gino's Pronto	3777674	04/20/10	Papa Gino's, Inc.