

## 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
Restaurants Unlimited, Inc.		07/31/2013	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Fortress Credit Co LLC		
Street Address:	1345 Avenue of the Americas, 46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4021721	KINCAID'S, AN AMERICAN DINING CLASSIC	
Registration Number:	4021722	KINCAID'S AMERICAN DINING CLASSIC	
CORRESPONDENCE DATA			
Fax Number:	2027782201		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-419-2055		
Email:	sloftis@hunton.com		
Correspondent Name:	Hunton & Williams LLP IP Department		
Address Line 1:	2200 Pennsylvania Ave. N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	76787.95		
NAME OF SUBMITTER:	Shelly Anderson		
Signature:	/Shelly Anderson/		

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TRADEMARK  
REEL: 005082 FRAME: 0448

CH \$65.00 4021721

Date:

07/31/2013

**Total Attachments: 5**

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**TRADEMARK COLLATERAL  
SECURITY AND PLEDGE AGREEMENT**

THIS TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Trademark Agreement") dated as of July 31, 2013, by and among Restaurants Unlimited, Inc., a Minnesota corporation (the "Grantor"), and Fortress Credit Co LLC, as agent (hereinafter, in such capacity, together with its successors and assigns in such capacity, the "Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to the Third Amended and Restated Credit Agreement dated as of July 31, 2013 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), among Grantor, RU Corp., a Washington corporation, Restaurants Unlimited Texas, Inc., a Texas corporation, the other Loan Parties party thereto from time to time, the Lenders and the Agent.

**WHEREAS**, it is a condition precedent to the Lenders making any Loans under the Credit Agreement that the Grantor executes and delivers to the Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement) and the Agent, a trademark agreement in substantially the form hereof; and

**WHEREAS**, the Grantor has executed and delivered to the Agent, for the benefit of the Secured Parties and the Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Grantor has granted to the Agent, for the benefit of the Secured Parties and the Agent, a security interest in certain of the Grantor's personal property and fixture assets, including without limitation (i) the U.S. trademark and service mark registrations owned by Grantor and listed on Schedule A attached hereto, (ii) the trademark and service mark registration applications filed by Grantor and listed on Schedule A attached hereto, (iii) all other trademarks and service marks now owned or hereafter acquired, whether or not registered with the United States Patent and Trademark Office, and (iv) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and (v) all proceeds from the sale, exchange, license, lease or other transfer or disposition or collection of any of the foregoing (in whole or in part) or of any right or interest therein, and all proceeds or other value received and attributable (in whole or in part) to the ownership, possession or use of any of the foregoing (including without limitation any amounts recovered or recoverable on account of any infringement or misappropriation thereof) (collectively, the "Trademark Collateral"), all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties and the Agent, and notice is hereby given that the Grantor has granted to the Agent, for the benefit of the Lenders and the Agent, a first priority security interest in the Trademark Collateral, all in accordance with the terms and conditions of the Security Agreement.

2. The Grantor hereby authorizes and requests that the Commissioner of Trademarks of the United States, and any other applicable government officer, record this Trademark Agreement.

3. Grantor hereby authorizes the Agent (i) to modify this Trademark Agreement, without the necessity of the Grantor's further approval or signature, by amending Exhibit A hereto to include any other registered trademarks or service marks, or applications for trademark or service mark registration, in which the Grantor hereafter acquires any right, title or interest, and (ii) to take such further actions as may be necessary or appropriate to obtain and perfect the Agent's security interest in any such right, title or interest of the Grantor (including but not limited to recording any such amended Trademark Agreement with the United States Patent and Trademark Office).

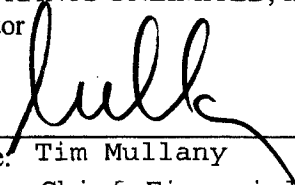
4. This Trademark Agreement is supplemental to the provisions contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Trademark Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

5. This Trademark Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of Page Intentionally Blank.]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

RESTAURANTS UNLIMITED, INC., as  
Grantor

By:   
Name: Tim Mullany  
Title: Chief Financial Officer

FORTRESS CREDIT CO LLC, as Agent

By: \_\_\_\_\_  
Name:  
Title:

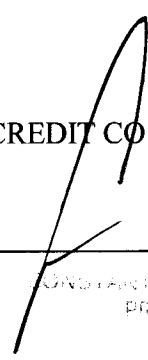
**IN WITNESS WHEREOF**, this Trademark Agreement has been executed as of the day and year first above written.

RESTAURANTS UNLIMITED, INC., as  
Grantor

By: \_\_\_\_\_  
Name:  
Title:

FORTRESS CREDIT CO LLC, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



CONSTANTINE J. KATSARIS  
PRESIDENT

**SCHEDULE A**

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

**REGISTERED TRADEMARKS**

<b>TRADEMARK/SERVICE MARK</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>
KINCAID'S, AN AMERICAN DINING CLASSIC	4021721	September 6, 2011
KINCAID'S AMERICAN DINING CLASSIC and Design	4021722	September 6, 2011