

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
Fazoli's System Management, LLC		08/09/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Elm Park Capital Management, LLC
Street Address:	2101 Cedar Springs Road, Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3412859	BAGETTI
Registration Number:	1984926	
Registration Number:	2653663	EVERYONE'S ITALIAN
Registration Number:	1801207	FAZOLI'S
Registration Number:	2537949	FAZOLI'S
Registration Number:	2507632	FAZOLI'S EXPRESS
Registration Number:	1565210	FAZOLI'S ITALIAN FOOD...FAST
Registration Number:	1757441	FAZOLI'S ITALIAN FOOD...FAST
Registration Number:	2302979	
Registration Number:	2261819	PASTA FASTA
Registration Number:	2288245	PIZZARINOS
Registration Number:	1819276	REAL ITALIAN. REAL FAST.
Registration Number:	4096105	RETURN TO REAL FOOD
Registration Number:	2369691	SUBMARINOS

TRADEMARK

Registration Number:	2369709	SUBMARINOS
Registration Number:	2800036	TODAY'S ITALIAN
Registration Number:	1940398	
Serial Number:	86011565	VENTI TRE MODERN ITALIAN
Serial Number:	86003013	VENTI TRE MODERN ITALIAN
Serial Number:	86003010	VENTI TRE 23 MODERN ITALIAN
Serial Number:	86003009	VENTI TRE 23 MODERN ITALIAN

CORRESPONDENCE DATA

Fax Number: 2142000853
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2146515326
Email: ipdocketing@haynesboone.com
Correspondent Name: Kristen Beery
Address Line 1: 2323 Victory Avenue, Suite 700
Address Line 4: Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	49902.3
NAME OF SUBMITTER:	Kristen Beery
Signature:	/Kristen Beery/
Date:	08/09/2013

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 9th day of August, 2013, by and among Grantor listed on the signature pages hereof ("Grantor"), and **ELM PARK CAPITAL MANAGEMENT, LLC**, a Delaware limited liability company ("Elm Park"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

RECITALS

A. Pursuant to that certain Credit Agreement, dated as of August 9, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among FAZOLI'S RESTAURANT GROUP, INC., a Delaware corporation ("Fazoli's Restaurants") FAZOLI'S FRANCHISING SYSTEMS, LLC, a Delaware limited liability company ("Fazoli's Franchising"), FAZOLI'S RESTAURANTS, LLC, a Delaware limited liability company ("Fazoli's"), FAZOLI'S PROMOTIONS, INC., a Colorado corporation ("Fazoli's Promotions"), FAZOLI'S JOINT VENTURE, LTD., a Kentucky limited partnership ("Fazoli's Joint Venture"), and FAZOLI'S SYSTEM MANAGEMENT, LLC, a Delaware limited liability company ("Fazoli's Systems Management" and together with Fazoli's Restaurants, Fazoli's Franchising, Fazoli's, Fazoli's Promotions, and Fazoli's Joint Venture, individually and collectively, jointly and severally, the "Borrowers"), FAZOLI'S INTERMEDIATE RESTAURANT GROUP, INC., a Delaware corporation ("Parent"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and permitted assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

B. the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, 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 August 9, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

C. 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 27 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **Grant of Security Interest in Trademark Collateral.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest

in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

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

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

(c) all products and proceeds (as that term is defined in the Code) 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 Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **Security for Secured Obligations.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Secured 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 Interest granted pursuant to this Trademark Security Agreement is 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

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. Grantors shall give prompt 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, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of

transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. **CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of Page Intentionally Left Blank;
Signature page(s) follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

FAZOLI'S SYSTEM MANAGEMENT, LLC,
a Delaware limited liability company

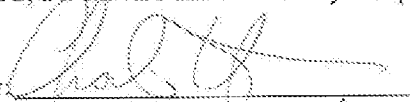
By: 
Name: Rodney Lee
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

AGENT:





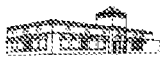
ACCEPTED AND ACKNOWLEDGED BY:

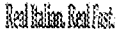
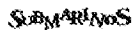
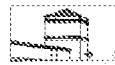


ELM PARK CAPITAL MANAGEMENT,
LLC, a Delaware limited liability company

By 
Name: Charles Winograd
Title: Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Fazoli's System Management, LLC	United States of America	BAGETTI	3412859	Apr 15, 2008
Fazoli's System Management, LLC	United States of America	BUILDING CONFIGURATION DESIGN 	1984926	Jul 9, 1996
Fazoli's System Management, LLC	United States of America	EVERYONE'S ITALIAN	2653663	Nov 26, 2002
Fazoli's System Management, LLC	United States of America	FAZOLI'S	1801207	Oct 26, 1993
Fazoli's System Management, LLC	United States of America	FAZOLI'S (and design) 	2537949	Feb 12, 2002
Fazoli's System Management, LLC	United States of America	FAZOLI'S EXPRESS	2507632	Nov 13, 2001
Fazoli's System Management, LLC	United States of America	FAZOLI'S ITALIAN FOOD...FAST (and design) 	1565210	Nov 7, 1989
Fazoli's System Management, LLC	United States of America	FAZOLI'S ITALIAN FOOD...FAST (and design) 	1757441	Mar 9, 1993
Fazoli's System Management, LLC	United States of America	NEW BUILDING CONFIGURATION DESIGN 	2302979	Dec 21, 1999
Fazoli's System Management, LLC	United States of America	PASTA FASTA	2261819	Jul 20, 1999 Renewed until July

				20, 2019
Fazoli's System Management, LLC	United States of America	PIZZARINOS	2288245	Oct 19, 1999
Fazoli's System Management, LLC	United States of America	REAL ITALIAN. REAL FAST. (stylized) 	1819276	Feb 1, 1994
Fazoli's System Management, LLC	United States of America	RETURN TO REAL FOOD	4096105	Feb 7, 2012
Fazoli's System Management, LLC	United States of America	SUBMARINOS	2369691	Jul 25, 2000
Fazoli's System Management, LLC	United States of America	SUBMARINOS (stylized) 	2369709	Jul 25, 2000
Fazoli's System Management, LLC	United States of America	TODAY'S ITALIAN	2800036	Dec 30, 2003
Fazoli's System Management, LLC	United States of America	TOWER DESIGN 	1940398	Dec 12, 1995
Fazoli's System Management, LLC	United States of America	VENTI TRE MODERN ITALIAN (word mark)		
Fazoli's System Management, LLC	United States of America	VENTI TRE 23 MODERN ITALIAN (word mark)		
Fazoli's System Management, LLC	United States of America	VENTI TRE MODERN ITALIAN (and design) 		
Fazoli's System Management, LLC	United States of America	VENTI TRE 23 MODERN ITALIAN (and design) 		

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.