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
AMC Burgers, Inc.		05/05/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	RBS Citizens
Street Address:	28 State Street
Internal Address:	14th floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86038462	INSPIRED BURGERS AND BREWS
Serial Number:	85877759	TWISTED MAC "N" CHEESE
Serial Number:	85877748	ONO BURGER
Registration Number:	4405977	BAGGER DAVE'S LEGENDARY CRAFT SODA EST.
Registration Number:	4308126	BAGGER DAVE'S LEGENDARY CRAFT BREWS
Registration Number:	4279468	SAUCY SICILIAN PIZZA BURGER
Registration Number:	4197389	NO JOKE ARTICHOKE BURGER
Registration Number:	4121225	WHAT THE ALE!
Registration Number:	4121224	GET YOUR GLASS IN HERE!
Registration Number:	4039635	BAGGER DAVE'S LEGENDARY BURGER TAVERN
Registration Number:	4036189	BAGGER DAVE'S LEGENDARY BURGER TAVERN ES

CH $290.00 86038462

CORRESPONDENCE DATA

Fax Number: 5085993010

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

Phone:	508-599-3018
Email:	keb@psh.com
Correspondent Name:	Kerri E. Burke
Address Line 1:	1700 West Park Drive
Address Line 2:	Suite 200
Address Line 4:	Westborough, MASSACHUSETTS 01581

ATTORNEY DOCKET NUMBER:	965-1329
NAME OF SUBMITTER:	Kerri E. Burke
Signature:	/keb/
Date:	10/17/2013

Total Attachments: 8
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Confirmation of Obligations under Security Agreement/Grant of Security Interest in Copyrights/Trademark Security Agreement

April 15, 2013

RBS Citizens, National Association
28 State Street, 14th Floor
Boston, MA 02109

Ladies/Gentlemen:

Reference is made to the following documents, together the "Security Documents", pursuant to which the Debtors (defined below) granted security interests in certain collateral, including trademark and copyright collateral described therein (the "Collateral"), to your Bank as security for the payment and performance of all obligations referred to therein:

1. Trademark Security Agreement dated May 5, 2010 (as the same may have been amended and confirmed) of AMC Burgers, Inc. ("AMC"), Bagger Dave's Franchising Corporation, Berkley Burgers, Inc., Troy Burgers, Inc, and Ann Arbor Burgers, Inc., in favor or your Bank; and

2. Grant of Security Interest in Copyrights dated May 5, 2010 (as the same may have been amended and confirmed) of AMC in favor or your Bank.

The parties to the Security Documents (other than the Bank) shall be referred to as the "Debtors".

The undersigned hereby confirm and agree that the Security Documents and the Collateral referred to therein, secures the following obligations to the Bank as administrative agent (in such capacity, the "Administrative Agent") for the Lenders and the Swingline Lender as defined in the Credit Agreement (defined below), including any amendments, modifications, extensions or renewals thereof, together the "Obligations". All capitalized terms used herein shall, unless otherwise defined herein, have the same meanings given to such terms in the Credit Agreement (defined below):

(i) a certain Credit Agreement dated the date hereof of the entities listed on the attached Exhibit A hereto (the "Borrowers"), and any and all extensions, renewals and modifications thereof and substitutions therefor (the "Credit Agreement"), (ii) two (2) term notes each dated as of April 15, 2013, made by the Borrowers in favor of RBS Citizens and Wells Fargo Bank, N.A. in the original principal amounts of $31,396,825.00

and $14,603,175.00, respectively, and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor (collectively the "Term Notes"), (iii) two (2) promissory notes each dated as of April 15, 2013, made by the Borrowers in favor of RBS Citizens and Wells Fargo Bank, N.A. in the original principal amounts of $10,238,095.00 and $4,761,905.00, respectively, and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor (collectively, the "Development Line of Credit Notes"), (iv) two (2) promissory notes each dated as of April 15, 2013, made by the Borrowers in favor of RBS Citizens and Wells Fargo Bank, N.A. in the original principal amounts of $1,365,079.00 and $634,921.00, respectively, and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor (collectively, the "Revolving Line of Credit Notes"), (v) the $1,000,000.00 Swingline Loan note (as such term is defined in the Credit Agreement) and any extensions, renewals, amendments, modifications, replacements, or restatements thereof, and substitutions therefor (the "Swingline Note", and together with the Term Notes, the Development Line of Credit Notes, and the Revolving Line of Credit Notes, hereinafter collectively the "Notes"), (the Credit Agreement and the Notes being referred to herein as the "Credit Documents"); (vii) the Unlimited Guaranty dated the date hereof of AMC in favor of the Bank of the obligations of the Borrowers to the Bank under the Credit Documents; and (viii) the Unlimited Guaranty dated the date hereof of Bagger Dave's Franchising Corporation in favor of the Bank of the obligations of the Borrowers to the Bank under the Credit Documents.

The undersigned hereby further confirms and agrees that the Collateral secures the payment of all Obligations to your Bank.

As confirmed hereby, all terms and conditions of the Security Agreement shall remain in full force and effect.

(Signature Page Follows)

Executed by each of the parties below as a document under seal as of the date first written above:

TMA Enterprises of Ferndale, LLC
Ansley Group, L.L.C.
AMC Warren, LLC
Buckeye Group, LLC
Buckeye Group II, LLC,
Each a Michigan Limited Liability Company

AMC Crown Point, Inc.
AMC Hobart, Inc.
AMC Schererville, Inc.
AMC Valparaiso, Inc.
Indy/Michigan Road Inc.
Avon Burgers, Inc.
Westfield Burgers, Inc.
Avon Burgers Real Estate, Inc.
AMC Hammond Inc.
each, an Indiana corporation

AMC Lakeland, Inc.
AMC Sarasota, Inc.
AMC Ft. Myers, Inc.
AMC Largo, Inc.
AMC Ybor, Inc.
each, a Florida corporation

AMC Calumet City, Inc.
AMC Homewood, Inc.
AMC Lansing, Inc.
AMC Lincoln Park, Inc.
AMC Chicago, Inc.
each, an Illinois corporation

Flyer Enterprises, Inc.
Anker, Inc.
TMA Enterprises of NOVI, Inc.
AMC Grand Blanc, Inc.
AMC Petoskey, Inc.
AMC Troy, Inc.
AMC Flint, Inc.
AMC Port Huron, Inc.
AMC Chesterfield, Inc.
AMC Marquette, Inc.
MCA Enterprises Brandon, Inc.
AMC North Port, Inc.
AMC Riverview, Inc.
Berkley Burgers, Inc.
Troy Burgers, Inc.
Ann Arbor Burgers, Inc.
AMC Traverse City, Inc.
Brighton Burgers, Inc.
Cascade Burgers Real Estate, Inc.
Cascade Burgers, Inc.
East Lansing Burgers, Inc.
Bearcat Enterprises, Inc.
Shelby Township Burgers, Inc.
AMC Detroit, Inc.
Bloomfield Burgers, Inc.
Holland Burgers, Inc.
Grandville Burgers, Inc.
Chesterfield Township Burgers, Inc.
Detroit Burgers, Inc.
Grand Rapids Burgers, Inc.
AMC Sault Ste. Marie, Inc.
AMC Lapeer, Inc.
AMC Burgers, Inc.
Bagger Dave's Franchise Corporation
each, a Michigan corporation

By: Ioana Ben-Ezra
Ioana Ben-Ezra, Secretary
of each of the above listed entities

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") dated May 5, 2010, is between AMC Burgers, Inc., a Michigan corporation ("**AMC Burgers**"), Bagger Dave's Franchising Corporation, a Michigan corporation ("**Bagger Dave's**"), Berkley Burgers, Inc., a Michigan corporation ("**Berkley Burgers**"), Troy Burgers, Inc., a Michigan corporation ("**Troy Burgers**"), and Ann Arbor Burgers, Inc., a Michigan corporation ("**Ann Arbor Burgers**" and together with AMC Burgers, Bagger Dave's, Berkley Burgers and Troy Burgers, jointly and severally, "**Debtor**") and RBS Citizens, N.A., a national banking association, and its successors and assigns ("**Secured Party**").

A. Debtor and Secured Party have entered into that certain Security Agreement dated as of May 5, 2010 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "**Security Agreement**"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of Collateral being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired, and such grant insofar as it applies to Collateral covered by the Security Agreement, is in confirmation of the existing and continuing Lien and security interest granted under the Security Agreement:

(1) each Trademark, trademark registration ("**Trademark Registration**") and trademark application ("**Trademark Application**"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future

(a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without

limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or

(b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

Secured Party:

RBS CITIZENS, N.A.,
a national banking association

By: _____
Name: Timothy Shanahan
Title: Senior Vice President

Debtor:

AMC BURGERS, INC.,
a Michigan corporation

By: _____
Name: T. Michael Ansley
Title: President

BAGGER DAVE'S FRANCHISING CORPORATION,
a Michigan corporation

By: _____
Name: T. Michael Ansley
Title: President

BERKLEY BURGERS, INC.,
a Michigan corporation

By: _____
Name: T. Michael Ansley
Title: President

TROY BURGERS, INC.,
a Michigan corporation

By: _____
Name: T. Michael Ansley
Title: President

ANN ARBOR BURGERS, INC.,
a Michigan corporation

By: _____
Name: T. Michael Ansley
Title: President

STATE OF MICHIGAN

COUNTY OF OAKLAND

Acknowledged by T. Michael Ansley, the President of AMC Burgers, Inc., Bagger Dave's Franchising Corporation, Berkley Burgers, Inc., Troy Burgers, Inc. and Ann Arbor Burgers, Inc., before me on the 5 day of May, 2010.

Signature Joanne L Marshall

Printed name JOANNE L MARSHALL

Notary public, State of Michigan, County of MACOMB
My commission expires NOV 6, 2010
Acting in the County of OAKLAND

JOANNE L. MARSHALL
Notary Public, Macomb County, Michigan
Acting in Macomb County OAKLAND
My Commission Expires Nov. 6, 2010