

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 Tin Roof Acquisition Company, LLC		11/13/2013	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	Main Street Capital Corporation		
Street Address:	1300 Post Oak Boulevard Suite 800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4103434	THE TIN ROOF	
Serial Number:	86006559	TWO BITS	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Erin B. Roth		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 2:	Fulbright & Jaworski LLP		
Address Line 4:	Dallas, TEXAS 75201-2784		
ATTORNEY DOCKET NUMBER:	11316490		
NAME OF SUBMITTER:	Chris R. Andersen		

OP \$65.00 4103434

Signature:	/Chris Andersen/
Date:	11/22/2013
Total Attachments: 17 source=MS_Tin Roof - Executed IP Security Agreement#page1.tif source=MS_Tin Roof - Executed IP Security Agreement#page2.tif source=MS_Tin Roof - Executed IP Security Agreement#page3.tif source=MS_Tin Roof - Executed IP Security Agreement#page4.tif source=MS_Tin Roof - Executed IP Security Agreement#page5.tif source=MS_Tin Roof - Executed IP Security Agreement#page6.tif source=MS_Tin Roof - Executed IP Security Agreement#page7.tif source=MS_Tin Roof - Executed IP Security Agreement#page8.tif source=MS_Tin Roof - Executed IP Security Agreement#page9.tif source=MS_Tin Roof - Executed IP Security Agreement#page10.tif source=MS_Tin Roof - Executed IP Security Agreement#page11.tif source=MS_Tin Roof - Executed IP Security Agreement#page12.tif source=MS_Tin Roof - Executed IP Security Agreement#page13.tif source=MS_Tin Roof - Executed IP Security Agreement#page14.tif source=MS_Tin Roof - Executed IP Security Agreement#page15.tif source=MS_Tin Roof - Executed IP Security Agreement#page16.tif source=MS_Tin Roof - Executed IP Security Agreement#page17.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is entered into as of November 13, 2013, by TIN ROOF ACQUISITION COMPANY, LLC, a Tennessee limited liability company (the “*Company*”), and each of the Company’s Subsidiaries from time to time party hereto (collectively with the Company, “*Grantors*” and each, individually, a “*Grantor*”), and MAIN STREET CAPITAL CORPORATION, a Maryland corporation, as Agent (as defined in the Loan Agreement) for the ratable benefit of itself and the Lenders (together with any successor Agent under the Loan Agreement, “*Secured Party*”).

RECITALS:

WHEREAS, Grantors, Lenders and Secured Party have entered into that certain Loan Agreement of even date herewith (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “*Loan Agreement*”); and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the Lenders agreement to extend credit to the Company and its Subsidiaries pursuant to the Loan Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and as an inducement to Lenders to enter into the Loan Agreement and extend credit to the Company and its Subsidiaries, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Loan Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:

Collateral has the meaning assigned to it in *Section 2* of this Agreement.

Intellectual Property means all Trademark Applications, Trademarks, Trademark Licenses, Trade Secrets, Know-how and other proprietary property or technology, and agreements relating thereto, including, without limitation, any and all improvements and future developments material to the operation of any Grantor’s businesses, as defined herein and/or referred to in *Schedules A, B, and C* attached hereto.

Know-how means any knowledge or information that is material to any Grantor’s business and that enables such Grantor to operate its business with the accuracy, efficiency or precision necessary for commercial success.

Other Proprietary Property means all types of protectable intangible property rights other than Trademarks, including without limitation, Trade Secrets, Know-how, computer software and the like.

Proceeds means “proceeds,” as such term is defined in Section 9-102(a)(65) of the UCC and, to the extent not included in such definition, shall include, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, guaranty or letter of credit payable to any Grantor, from time to time with respect to any of the Collateral, (b) all payments (in any form whatsoever) paid or payable to any Grantor from time to time in connection with any taking of all or any part of the Collateral by any governmental authority or any Person acting under color of governmental authority), (c) all judgments in favor of any Grantor in respect of the Collateral and (d) all other amounts from time to time paid or payable or received or receivable under or in connection with any of the Collateral.

Trade Secret means any scientific or technical information, design, process, pattern, procedure, formula or improvement which is secret and of value.

Trademarks means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and general intangibles of like nature, and other sources of business identifiers used in any country in the world, whether registered or unregistered, and the goodwill associated therewith, now existing and material to the businesses of any Grantor or hereafter acquired, and (b) all registrations, recordings and renewals thereof, and all applications in connection therewith, issued by or filed in a national, state or local governmental authority of any country, including, without limitation, all such rights referred to in **Schedules A** and **B** attached hereto.

Trademark License means any agreement, material to the businesses of any Grantor, written or oral, providing for the grant by or to such Grantor of any right to use any Trademark, including, without limitation, any thereof referred to in **Schedule C** attached hereto.

UCC means the Uniform Commercial Code as from time to time in effect in the State of Texas.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations and any and all other covenants and obligations of each Grantor under the Loan Documents, each Grantor hereby assigns and grants to Secured Party for the ratable benefit of itself and the Lenders a continuing security interest in all of such Grantor’s right, title and interest in and to the Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Collateral**”), including but not limited to all Intellectual Property referred to **Schedules A, B, and C** attached hereto and all Proceeds and products of any and all of the Intellectual Property.

3. Representations and Warranties Concerning the Intellectual Property. Each Grantor represents and warrants that:

(a) *Schedule A* provides a list of all registered Trademarks owned by such Grantor that are material to the business of such Grantor as of the date hereof. *Schedule B* provides a list of all registered Trademark applications owned by such Grantor that are material to the business of such Grantor as of the date hereof. *Schedule C* provides a list of all Trademark Licenses to which any Grantor is a party that are material to the business of such Grantor as of the date hereof.

(b) Such Grantor is the sole legal and beneficial owner of the entire right, title and interest in and to the Intellectual Property and the Other Proprietary Property, and/or has the unrestricted right to use all such Intellectual Property and Other Proprietary Property pursuant to a valid license or other agreement.

(c) Such Grantor's rights in and to the Intellectual Property are valid, subsisting, unexpired, enforceable and have not been abandoned.

(d) All Trademark Licenses are identified on *Schedules C* attached hereto and are in full force and effect. Such Grantor is not in default under any such agreement, and, to the best knowledge of such Grantor, no event has occurred which might constitute a default by such Grantor under any such agreement.

(e) All of the Intellectual Property is free and clear of any and all Liens, security interests, options, licenses, pledges, assignments, encumbrances and/or agreements of any kind other than Permitted Liens, and such Grantor has not granted any release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Intellectual Property.

(f) All prior transfers and assignments of the interests of any and all predecessors in the Intellectual Property of such Grantor were duly and validly authorized, executed, delivered, recorded and filed as required to vest such Grantor with complete, unrestricted ownership rights therein.

(g) Such Grantor has not, within the three (3) months prior to the date of execution of this Agreement, executed and/or delivered any assignment, transfer or conveyance of any of the Intellectual Property, recorded or unrecorded.

(h) No proceedings have been instituted or are pending or, to such Grantor's knowledge, threatened that challenge such Grantor's rights to use the Intellectual Property or Other Proprietary Property, or to register or maintain the registration of the Intellectual Property. No holding, decision or judgment has been rendered by any governmental authority which would limit, cancel or question the validity of any of the Intellectual Property. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any of the Intellectual Property or such Grantor's ownership thereof or (ii) which, if adversely determined, would reasonably be likely to have a material adverse effect on the value of any of the Intellectual Property.

(i) To the best of such Grantor's knowledge, the current conduct of such Grantor's business and such Grantor's rights in and to all of the Intellectual Property and Other Proprietary Property do not conflict with or infringe any proprietary right of any

third party in any way which adversely affects the business, financial condition or business prospects of such Grantor. Except as set forth in *Schedule D* attached hereto, such Grantor is not aware of any claim by any third party that such conduct or such rights conflict with or infringe any valid proprietary right of any third party in any way which would materially affect the business, financial condition or business prospects of such Grantor. Such Grantor is not making and has not made use of any confidential information of any third party except pursuant to express agreement of such third party.

(j) Such Grantor is unaware of any material infringement by any other party upon its Intellectual Property rights. Such Grantor has heretofore exerted, continues and affirmatively covenants that it will hereafter continue to exert commercially reasonable efforts to prevent any material infringement by third parties of such Grantor's Intellectual Property rights or any theft of such Grantor's Other Proprietary Property at such Grantor's sole cost.

4. Covenants. Each Grantor covenants and agrees with Secured Party that, from and after the date of this Agreement until the Obligations are paid in full:

(a) From time to time, upon the written request of Secured Party, and at the sole expense of Grantors, such Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC in effect in any jurisdiction with respect to the Liens created hereby. Such Grantor also hereby authorizes Secured Party to file any such financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law, which financing or continuation statements may indicate the Collateral as "all assets of debtor," "the Collateral described in the Intellectual Property Security Agreement" or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or with greater detail, and contain any other information required by Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

(b) Such Grantor will not create, incur or permit to exist, will take all commercially reasonable actions to defend the Collateral against, and will take such other commercially reasonable action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Permitted Liens and the Liens created hereby, and other than as permitted pursuant to the Loan Agreement, and will take all commercially reasonable actions to defend the right, title and interest of Secured Party in and to any of the Collateral against the claims and demands of all persons whomsoever.

(c) Such Grantor will not sell, transfer, license or sub-license or otherwise dispose of any of the Collateral, or attempt, offer or contract to so do, except for Trademark Licenses listed on *Schedule C*.

(d) Such Grantor will advise Secured Party promptly, in reasonable detail, at its address set forth in the Loan Agreement, (i) of any Lien (other than Liens created hereby or permitted under the Loan Agreement) on, or claim asserted against, Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(e)

(i) Such Grantor (either itself or through licensees) will, except with respect to any Trademark that such Grantor shall reasonably determine is of immaterial economic value to it, (A) continue to use each Trademark in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (B) maintain as in the past the quality of products and services offered under such Trademark, (C) use reasonable efforts to employ such Trademark with the appropriate notice of registration, (D) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless within thirty (30) days after such use or adoption Secured Party shall obtain a perfected security interest in such mark pursuant to this Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(ii) Such Grantor will promptly notify Secured Party if it knows, or has reason to know, that any application relating to any Trademark may become abandoned or dedicated, or of any adverse determination or material development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark office or any court or tribunal in any country) regarding such Grantor's ownership of any Trademark, or its right to register the same or to keep and maintain the same.

(iii) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Trademark with the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, such Grantor shall report such filing to Secured Party within five (5) business days after the last day of the fiscal quarter in which such filing occurs. Upon request of Secured Party, such Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Secured Party may request to evidence Secured Party's security interest in any newly filed Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby constitutes Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes,

all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

(iv) Such Grantor, except with respect to any Trademark such Grantor shall reasonably determine is of immaterial economic value to it, will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain and pursue each application and to maintain each registration of Trademarks, including, without limitation, filing of applications, applications for reissue, renewal or extensions, the payment of maintenance fees, participation in reexamination, opposition and infringement proceedings, and the filing of renewal applications, affidavits of use and affidavits of incontestability, when appropriate. Any expenses incurred in connection with such activities shall be paid by such Grantor.

(v) In the event such Grantor knows that any Trademark included in the Collateral is infringed, misappropriated or diluted by a third party, such Grantor shall promptly notify Secured Party after it learns thereof and shall, unless such Grantor shall reasonably determine that such Trademark is of immaterial economic value to such Grantor which determination such Grantor shall promptly report to Secured Party, promptly sue for infringement, misappropriation or dilution, or take such other actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Trademark.

(vi) If requested by Secured Party, such Grantor will furnish to Secured Party statements, schedules and an inventory identifying and describing the Collateral, including without limitation, all registered Intellectual Property or Trademark Licenses acquired subsequent to the date of this Agreement and not identified on *Schedules A, B, and C* attached hereto, all transfers, assignments, licenses or sub-licenses of the Collateral by such Grantor, and such other information in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail. Any such Intellectual Property shall automatically become part of the Collateral.

(f) Such Grantor agrees that it will cause each of its Subsidiaries that is created or acquired after the Closing Date, within five (5) days of such Subsidiary's creation or acquisition by such Grantor, to execute and deliver a Joinder Agreement, agreeing to become a Grantor under this Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Upon execution of such Joinder Agreement by each such Subsidiary, such Subsidiary shall become a Grantor for all purposes of this Agreement, will become a party to, and will be bound by all the terms of, this Agreement.

(g) At any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to Secured Party a Joinder Agreement (as provided in *clause (f)* above) or a counterpart of this Agreement, together with supplements to the Schedules hereto setting forth all relevant information

with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement.

5. Secured Party's Appointment as Attorney-in-Fact.

(a) Each Grantor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time after the occurrence, and during the continuation of, a Default in Secured Party's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, such Grantor hereby grants Secured Party the power and right, on behalf of such Grantor without notice to or assent by such Grantor, to do the following:

(i) at any time when any Default shall have occurred and is continuing in the name of such Grantor or its own name, or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under, or with respect to, any Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due with respect to such Collateral whenever payable;

(ii) to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or part of the premiums therefor and the costs thereof; and

(iii) at any time when any Default shall have occurred and is continuing, (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Secured Party or as Secured Party shall direct, (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral, (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral, (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral, (E) to defend any suit, action or proceeding brought against such Grantor with respect to any Collateral, (F) to settle, compromise or adjust any suit, action or proceeding described in the preceding clause and, in connection therewith, to give

such discharges or releases as Secured Party may deem appropriate, (G) to assign any Trademark (along with goodwill of the business to which such Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion determine, and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and such Grantor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve or realize upon the Collateral and the Liens of Secured Party thereon and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do. Such Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Each Grantor also authorizes Secured Party, at any time and from time to time, to execute, in connection with the sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Secured Party hereunder are solely to protect the interests of Secured Party in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its partners, officers, directors, employees or agents shall be responsible to the Grantors for any act or failure to act hereunder, except for their own gross negligence or willful misconduct (**REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES**) or failure to comply with mandatory provisions of applicable law.

6. Performance by Secured Party of Grantors' Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein and if Secured Party, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, then the expenses of Secured Party incurred in connection with such performance or compliance, together with interest thereon at the interest rate provided for in the Loan Agreement, shall be payable by Grantors to Secured Party on demand and shall constitute Obligations secured hereby.

7. Proceeds. It is agreed that if a Default shall occur and be continuing, then (a) all Proceeds received by the Grantors consisting of cash, checks and other cash equivalents shall be held by the Grantors in trust for Secured Party, segregated from other funds of the Grantors, and shall, forthwith upon receipt by any Grantor, be turned over to Secured Party in the exact form received by such Grantor (duly endorsed by such Grantor to Secured Party, if required), and (b) any and all such Proceeds received by Secured Party (whether from a Grantor or otherwise) shall promptly be applied by Secured Party against, the Obligations (whether matured or unmatured), such application to be in such order as set forth in Section 3.3 of the Loan Agreement or as otherwise determined by Secured Party in its sole discretion.

8. Remedies Upon Default. Upon Default, Secured Party may pursue any or all of the following remedies, without any notice to any Grantor except as required below:

(a) Secured Party may give written notice of default to any Grantor, following which no Grantor shall dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Secured Party's prior written consent, even if such disposition is otherwise permitted hereunder or under any other Loan Document in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Secured Party may obtain a temporary restraining order or other equitable relief to enforce any Grantor's obligation to refrain from so impairing Secured Party's Collateral.

(b) Secured Party may take possession of any or all of the Collateral. Each Grantor hereby consents to Secured Party's entry into any of such Grantor's premises to repossess Collateral, and specifically consents to Secured Party's forcible entry thereto as long as Secured Party causes no significant damage to the premises in the process of entry (drilling of locks, cutting of chains and the like do not in themselves cause "significant" damage for the purposes hereof) and provided that Secured Party accomplishes such entry without a breach of the peace.

(c) Secured Party may dispose of the Collateral at private or public sale. Any required notice of sale shall be deemed commercially reasonable if given at least ten (10) days prior to sale. Secured Party may adjourn any public or private sale to a different time or place without notice or publication of such adjournment, and may adjourn any sale either before or after offers are received. The Collateral may be sold in such lots as Secured Party may elect, in its sole discretion. Secured Party may take such action as it may deem necessary to repair, protect, or maintain the Collateral pending its disposition.

(d) Secured Party may exercise its Lien upon and right of setoff against any monies, items, credits, deposits or instruments that Secured Party may have in its possession and that belong to any Grantor or to any other person or entity liable for the payment of any or all of the Obligations.

(e) Secured Party may exercise any right that it may have under any other Loan Document or otherwise available to Secured Party at law or equity.

9. Limitation on Duties Regarding Preservation of Collateral. Secured Party's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Secured Party would deal with similar property for its own account. Neither Secured Party nor any of its partners, directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or otherwise.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver: Cumulative Remedies. Secured Party shall not by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Secured Party of any right or remedy hereunder on any occasion shall not be construed as a bar to any right or remedy which Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns; Interpretation. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by each Grantor and Secured Party, provided that any provision of this Agreement may be waived by Secured Party in a written letter or agreement executed by Secured Party or by facsimile transmission from Secured Party. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of Secured Party and its successors and assigns. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders, as appropriate.

15. Notices. Any and all notices, elections or demands permitted or required to be made under this Agreement shall be delivered in accordance with the Loan Agreement. For notices under this Agreement, the parties hereto shall use the addresses and information set forth in the Loan Agreement.

16. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas applicable to contracts to be wholly performed in such State, or to the extent required, by federal law.

17. Counterparts. This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one

and the same Agreement. Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on Grantors and Secured Party.

18. Incorporation of Loan Agreement Provisions. Sections 14.5 (Governing Law), 14.14 (Jury Waiver) and 14.15 (Venue and Service of Process) of the Loan Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein, *mutatis mutandis*.

19. NOTICE OF FINAL AGREEMENT. THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS, INCLUDING BUT NOT LIMITED TO, THE PROVISIONS RELATING TO GOVERNING LAW, JURY WAIVER, VENUE, SERVICE OF PROCESS AND ARBITRATION, CONSTITUTE THE ENTIRE UNDERSTANDINGS OF DEBTORS AND SECURED PARTY AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL AGREEMENTS AND ANY CONTEMPORANEOUS ORAL AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

TIN ROOF ACQUISITION COMPANY, LLC,
a Tennessee limited liability company

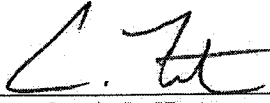
By: 

Name: Robert C. Franklin

Title: President

SECURED PARTY:

MAIN STREET CAPITAL CORPORATION,
a Maryland corporation,
as Agent

By:  _____

Name: Curtis L. Hartman

Title: Senior Managing Director

SCHEDULE A

Registered Intellectual Property Rights

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
THE TIN ROOF	77/632,350	12/12/2008	4,103,434	2/28/2012

SCHEDULE B

Pending Registration Applications

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
TWO BITS	86/006,559	7/10/2013		

SCHEDULE C

Trademark Licenses

1. License Agreement dated October 29, 2008 between Tin Roof Acquisition Company, LLC and T.R. Franklin, Inc.
2. License Agreement dated October 29, 2008 between Tin Roof Acquisition Company, LLC and TR III, LLC.

SCHEDULE D

Intellectual Property Rights Disclosure

None

Schedule D