

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
PWIT LLC		01/24/2014	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	COMMUNITY NATIONAL BANK		
Street Address:	200 MIDDLE NECK ROAD		
City:	GREAT NECK		
State/Country:	NEW YORK		
Postal Code:	11022		
Entity Type:	BANK: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3114224	SMOKIN' AL'S	
Registration Number:	3114223	SMOKIN' AL'S FAMOUS BBQ JOINT	
Registration Number:	2909844	SMOKIN' AL'S FAMOUS BBQ JOINT "BARBECUE	
CORRESPONDENCE DATA			
Fax Number:	5163938282		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	516-746-8000		
Email:	phealy@jaspanllp.com		
Correspondent Name:	Jaspan Schlesinger LLP		
Address Line 1:	300 Garden City Plaza		
Address Line 2:	Christopher Palmieri, Esq.		
Address Line 4:	Garden City, NEW YORK 11530		
ATTORNEY DOCKET NUMBER:	60171		

OP \$90.00 3114224

NAME OF SUBMITTER:	Paula Healy
Signature:	/Paula Healy/
Date:	02/21/2014
Total Attachments: 4 source=DOCSOPEN-#944742-v1-Trademark_Security_Agreement_for_Recording#page1.tif source=DOCSOPEN-#944742-v1-Trademark_Security_Agreement_for_Recording#page2.tif source=DOCSOPEN-#944742-v1-Trademark_Security_Agreement_for_Recording#page3.tif source=DOCSOPEN-#944742-v1-Trademark_Security_Agreement_for_Recording#page4.tif	

TRADEMARK SECURITY AGREEMENT FOR RECORDING

WHEREAS, PWIT LLC, with an address at 9 Sophie Court, Commack, New York 11725 ("Grantor") owns the Trademarks and Licenses (each as defined below) listed on Schedule A hereto;

WHEREAS, Community National Bank ("Grantee") is the holder of that certain United States Small Business Administration Note, dated December 30, 2010, made by Smokin Al's of Massapequa Park, Inc., a New York corporation ("Borrower") and Smokin' Al's, Inc., a New York corporation ("Former Borrower") to Lender in the principal amount of \$750,000.00 (the "Note"), which Note is being modified by a certain Note Modification Agreement No. 1, between Borrower and Grantee (the "Modification Agreement");

WHEREAS, pursuant to the terms of the Trademark Security Agreement of even date herewith between Grantor and Grantee (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; capitalized terms not defined herein being used as defined or referred to in the Security Agreement), which has been entered into pursuant to the terms of the Modification Agreement, Grantor has granted to Grantee a continuing security interest in all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(a) the trademarks listed on Schedule A and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, and trademark registrations, trade names, service marks, service mark registration and applications, together with the items described in clauses (i) through (iv) in this paragraph (a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) license agreements with any other party in connection with any Trademarks, including, but not limited to, the license agreements listed on Schedule A (the "Licenses"); and

(c) the goodwill of Grantor's business connected with and symbolized by the Trademarks.

Until the Termination Date (as defined in the Security Agreement), upon the occurrence and during the continuance of an Event of Default, Grantor hereby authorizes Grantee to make, constitute and appoint any officer or agent of Grantee as Grantor's true and lawful attorney-in-fact, with power (but not the obligation) to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademark Collateral, or (ii) take any other actions with respect to the Trademark Collateral, including actions to enforce the Trademark Collateral, as Grantee deems in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademark Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone free and clear of any encumbrance upon title thereof (other than any encumbrance created hereby).

Until the Termination Date, Grantor that it will not sell, assign or otherwise transfer any of its right, title or interest in, or grant any license under, any of the Trademark Collateral without the prior written consent of Grantee.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby further acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted

hereby are more fully set forth in the Security Agreement, the provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement for Recording as of January 24, 2014

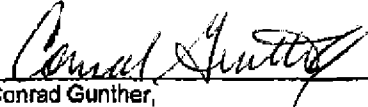
PWIT LLC



By: PAIGE HOROWITZ
Title: Member

Acknowledged:

COMMUNITY NATIONAL BANK

By: 
Conrad Gunther,
Executive Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF Suffolk) ss.:

On the 24 day of January in the year 2014 before me, the undersigned, a notary public in and for said state, personally appeared PAIGE HOROWITZ, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Tricia Lynn Rawcliffe
Notary Public, State of New York
No. 01RA8241730
Qualified in Suffolk County
My Commission Expires May 23, 2015

SCHEDULE A
Trademarks and Licenses

1. Registered Trademarks:

Trademark	Serial Number	Registration Number	Country
Smokin' Al's	78675041	3114224	US
Smokin' Al's Famous BBQ Joint	78675040	3114223	US
Smokin' Al's Famous BBQ Joint "Barbecue The Way It Oughta Be!"	76533865	2909844	US

2. Licenses: [None]