

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
Flatout, Inc.		02/19/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 S. Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85398716	FLATOUT FLATBREAD BAGELS	
Serial Number:	85929021	FLATOUT GOOD	
Serial Number:	85929015	YOU CONTROL THE PIZZA	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLp		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	27662-0076		
NAME OF SUBMITTER:	Chris L. Bollinger		

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Signature:	/Chris L. Bollinger/
Date:	02/21/2014
Total Attachments: 4 source=2-21 - Flatout Sec Int#page1.tif source=2-21 - Flatout Sec Int#page2.tif source=2-21 - Flatout Sec Int#page3.tif source=2-21 - Flatout Sec Int#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 19, 2014, is made by **Flatout, Inc.**, a Delaware corporation (the "Company"), in favor of **Fifth Third Bank**, an Ohio banking corporation ("Bank").

RECITALS

WHEREAS, the Company, Flatout Holdings, Inc., a Delaware corporation ("Holdings"), and Bank are parties to a Credit Agreement dated as of August 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms defined in the Credit Agreement which are used herein shall have the same meanings as are set forth in the Credit Agreement for such terms unless otherwise defined herein), pursuant to which Bank has agreed to make certain loans to the Company;

WHEREAS, the Company, Holdings and Bank are parties to (a) a Security Agreement dated as of August 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (b) a Patent, Copyright, License and Trademark Security Agreement dated as of August 31, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement and the IP Security Agreement, the Company has granted to Bank a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to Bank a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now

or hereafter owned by the Company and now or hereafter covered by such licenses; and

- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement or the IP Security Agreement, the Security Agreement or the IP Security Agreement, respectively, will govern. Each of the Company and Bank hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Company waives all notice of the acceptance by Bank of this Agreement.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, AND NOT THE CONFLICT OF LAW PROVISIONS, OF THE STATE OF ILLINOIS.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

FLATOUT, INC.

By: Kathy J. Capelli
Name: Kathy J. Capelli
Title: Treasurer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK	NATION	STATUS	REG NO. / SER. NO.
FLATOUT FLATBREAD BAGELS™	USA	Pending Filed on 08/16/2011	85/398,716
FLATOUT GOOD	USA	Allowed Filed on May 10, 2013	85/929,021
YOU CONTROL THE PIZZA	USA	Allowed Filed on May 10, 2013	85/929,015

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