

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAFE ENTERPRISES, INC.		03/21/2014	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Administrative Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2764091	FATZ	
Registration Number:	4370767	FATZ	
Registration Number:	2764092	FATZ CAFE	
Registration Number:	2362158	FATZ CAFE	
Registration Number:	4341027	SHORT STACKS FOR BIG CHANGE	
Registration Number:	4468770	T24	
Registration Number:	4481904	TABLEFIELDS. GREAT FOOD. LOCAL ROOTS.	
Registration Number:	4491764	TABLEFIELDS	
Registration Number:	4495561	TABLEFIELDS MARKET KITCHEN	
Registration Number:	4491887	TABLEFIELDS MARKET KITCHEN	
Registration Number:	4348908	TAVERN 24	
Registration Number:	4348909	TAVERN 24	
Registration Number:	3600822	WHERE EVERYONE'S A REGULAR	
Registration Number:	3600823	WHERE EVERYONE'S A REGULAR.	
Registration Number:	3217012	WORLD FAMOUS CALABASH CHICKEN	
Serial Number:	85680515	TABLEFIELDS	
Serial Number:	85680567	TABLEFIELDS GREAT FOOD, LOCAL ROOTS	
Serial Number:	85680614		

OP \$465.00 2764091

CORRESPONDENCE DATA**Fax Number:** 3128637806***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*****Phone:** 312-863-7198**Email:** nancy.brougher@goldbergkohn.com**Correspondent Name:** Nancy Brougher, Paralegal**Address Line 1:** Goldberg Kohn Ltd.**Address Line 2:** 55 East Monroe Street, Suite 3300**Address Line 4:** Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.165
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	03/24/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 21, 2014 by CAFE ENTERPRISES, INC., a South Carolina corporation (the "Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as administrative agent ("Agent") for all Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, in connection with the Loans made and Letters of Credit issued pursuant to the terms and conditions of the Credit Agreement, Grantor has executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, Grantor hereby grants to Agent, for itself and for the ratable benefit of the Lenders, a continuing first priority security interest in all of such Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Trademark Collateral shall not include "intent-to-use" Trademark applications to the extent that the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of the applications or registrations issuing from such applications.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and for the ratable benefit of the Lenders, pursuant to the Collateral Agreement. 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

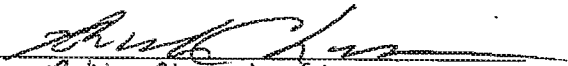
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CAFE ENTERPRISES, INC.

By: Donald J. Camacho
Name: Donald J. Camacho
Title: Chief Financial Officer, Vice President and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: RICH CHRISTENSEN
Title: MANAGING DIRECTOR





**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**


See attached.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT




TRADEMARK REGISTRATIONS

U.S. FEDERAL (Registrations)
Cafe Enterprises, Inc.

Mark	Reg. No.	Reg. Date	Class(es)
FATZ	2,764,091	September 16, 2003	43
FATZ (Stylized) 	4,370,767	July 23, 2013	43
FATZ CAFE	2,764,092	September 16, 2003	43
FATZ CAFE and Design 	2,362,158	June 27, 2000	42
SHORT STACKS FOR BIG CHANGE <small>FOR THE PEOPLE OF THE WORLD</small>	4,341,027	May 28, 2013	36, 43
T24 (Stylized) 	4,468,770	January 21, 2014	43
TABLEFIELDS. GREAT FOOD. LOCAL ROOTS. <small>FOR THE PEOPLE OF THE WORLD</small>	4,481,904	February 11, 2014	43
TABLEFIELDS <small>TABLEFIELDS</small>	4,491,764	March 4, 2014	43
TABLEFIELDS MARKET KITCHEN <small>TABLEFIELDS MARKET KITCHEN</small>	4,495,561	March 11, 2014	43
TABLEFIELDS MARKET KITCHEN and Design  <small>TABLEFIELDS</small>	4,491,887	March 4, 2014	43
TAVERN 24	4,348,908	June 11, 2013	43

Mark	Reg. No.	Reg. Date	Class(es)
TAVERN 24			
TAVERN 24 and Design 	4,348,909	June 11, 2013	43
WHERE EVERYONE'S A REGULAR <small>WHERE EVERYONE'S A REGULAR</small>	3,600,822	April 7, 2009	43
WHERE EVERYONE'S A REGULAR. (Stylized) <small>WHERE EVERYONE'S A REGULAR</small>	3,600,823	April 7, 2009	43
WORLD FAMOUS CALABASH CHICKEN <small>WORLD FAMOUS CALABASH CHICKEN</small>	3,217,012	March 13, 2007	29

U.S. FEDERAL (Pending Applications)
Cafe Enterprises, Inc.

Mark	Serial No.	Filing Date	Class(es)
TABLEFIELDS and Design 	85/680515	July 18, 2012	43
TABLEFIELDS GREAT FOOD, LOCAL ROOTS and Design 	85/680567	July 18, 2012	43
Miscellaneous Design 	85/680614	July 18, 2012	43