

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299837

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BL Restaurant Operations, LLC		03/27/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BL FINANCE, LLC, as Administrative Agent and as a Lender		
Street Address:	5200 TOWN CENTER CIRCLE, SUITE 600		
Internal Address:	c/o Sun Capital Partners V, L.P.; Attn: C. Deryl Couch, M. Steven Liff and Anthony Polazzi		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33486		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4429902		
Registration Number:	4282306	ROCK THE TOT	
Registration Number:	4283110	EAT·DRINK·BE HAPPY	
Serial Number:	86182048	SIPS OF THE SEASON	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W.		
Address Line 2:	Morgan, Lewis & Bockius LLP		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	002506-0019		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
SIGNATURE:	/Catherine R. Howell/		
DATE SIGNED:	03/31/2014		

TRADEMARK

Total Attachments: 5

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SUPPLEMENT NO. 1
TO THE RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE
AGREEMENT
DATED AS OF DECEMBER 30, 2009

This SUPPLEMENT NO. 1 TO THE RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT is made as of March 27, 2014, by and among the Grantor listed on the signature page hereof ("Grantor"), and BL FINANCE, LLC, in its capacity as administrative agent for the Lenders (together with its successors, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Second Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Credit Agreement) by and among Grantor, the other Credit Parties party thereto, BL Finance, LLC, as Administrative Agent and Lender, and the other Lenders party thereto, the Lender (as defined therein) has agreed to make certain financial accommodations to the Borrowers;

WHEREAS, the Grantor is a party to that certain Security Agreement, dated as of December 30, 2009 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement") issued by Grantor in favor of Administrative Agent, for the benefit of the Secured Parties pursuant to which the Grantor entered into the Trademark Security Agreement referenced below;

WHEREAS, the Grantor is a party to that certain Restated Trademark Collateral Security and Pledge Agreement, dated as of December 30, 2009 (as the same may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Trademark Security Agreement") among the Grantor and Administrative Agent, on behalf of the Secured Parties, pursuant to which the Grantor has granted to the Administrative Agent (for the benefit of the Secured Parties) a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks and Trademark applications listed on Schedule A attached thereto and all proceeds thereof; and

WHEREAS, the Grantor desires to supplement Schedule A to the Trademark Security Agreement by adding certain Trademarks and Trademark applications, and in connection therewith desires to reaffirm the grants of security contained in the Trademark Security Agreement.

THEREFORE,

A. The Grantor does hereby grant to the Administrative Agent (for the benefit of the Secured Parties), as security for the Obligations, a lien on and security interest in and to all of the Grantor's right, title and interest (in each case, whether now owned or hereafter acquired) in and to each and every Trademark and Trademark application listed on Schedule A to this Supplement No. 1, together with the proceeds thereof, to secure the payment and performance of the Obligations, all as contemplated by, and as more fully set forth in, the Trademark Security Agreement.

B. Schedule A of the Trademark Security Agreement is hereby supplemented by adding the Trademarks and Trademark applications set forth on Schedule A hereto.

The Grantor hereby reaffirms the Trademark Security Agreement in its entirety, and confirms that the grant of a security interest in each Trademark under the Trademark Security Agreement remains valid and in full force and effect.

Except as expressly supplemented hereby, the Trademark Security Agreement shall continue in full force and effect in accordance with the provisions thereof on the date hereof. As used in the Trademark Security Agreement, the terms "Agreement," "this Agreement," "this Trademark Security Agreement," "herein," "hereafter," "hereto," "hereof" and words of similar import, shall, unless the context otherwise requires, mean the Trademark Security Agreement as supplemented by this Supplement No. 1.

Except as expressly supplemented hereby, the Trademark Security Agreement and all documents contemplated thereby are each hereby confirmed and ratified by the Grantor.

The execution and filing of this Supplement No. 1, and the addition of the Trademarks set forth herein are not intended by the parties to derogate from, or extinguish, any of the Administrative Agent's rights or remedies under (i) the Trademark Security Agreement and/or any agreement, amendment or supplement thereto or any other instrument executed by the Grantor and heretofore recorded or submitted for recording in the U.S. Patent and Trademark Office or (ii) any financing statement, continuation statement, deed or charge or other instrument executed by the Grantor and heretofore filed in any state or county in the United States of America or elsewhere.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Supplement No. 1 to the Restated Trademark Collateral Security and Pledge Agreement to be duly executed as of March 27, 2014.

BL RESTAURANT OPERATIONS, LLC

By: 

Name: Tamara Bebb

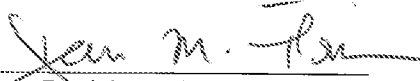
Title: Chief Financial Officer

[Signature Page to Supplement No. 1 to the Restated Trademark Collateral Security and Pledge Agreement]

TRADEMARK
REEL: 005248 FRAME: 0169

Acknowledged and agreed to as of
the date first written above:

BL FINANCE, LLC, as Administrative Agent and as a Lender


By: 
Name: Daniel M. Florian
Title: Vice President

[Signature Page to Supplement No. 1 to the Restated Trademark Collateral Security and Pledge Agreement]

TRADEMARK
REEL: 005248 FRAME: 0170

Schedule A to
Supplement No. 1 to the
Restated Trademark Collateral Security and Pledge Agreement

Trademark Registrations/Applications

Owner	Trademark	Registration Number	Registration Date	Jurisdiction
BL Restaurant Operations, LLC	EAT DRINK BE HAPPY (Service Mark)	Reg. No. 4,283,110	January 29, 2013	United States
BL Restaurant Operations, LLC	ROCK THE TOT	Reg. No. 4,282,306	January 29, 2013	United States
BL Restaurant Operations, LLC	Martini Glass Design 	Reg. No. 4,429,902	November 5, 2013	United States
BL Restaurant Operations, LLC	Sips of the Season (applied 2014)	Pending Application No. 86182048	Pending Application Date: February 2, 2014	United States