

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302753

|   |  |                                 |                                   |
|---|--|---------------------------------|-----------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                 |                                 |                                   |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                              |                                 |                                   |
| <b>CONVEYING PARTY DATA</b>   |  |                                 |                                   |
| <b>Name</b>   | <b>Formerly</b>                                | <b>Execution Date</b>           | <b>Entity Type</b>                |
| Sizzling Platter, LLC   |  | 04/28/2014                      | LIMITED LIABILITY COMPANY: NEVADA |
| <b>RECEIVING PARTY DATA</b>   |  |                                 |                                   |
| <b>Name:</b>  | General Electric Capital Corporation, as Agent |                                 |                                   |
| <b>Street Address:</b>  | 8377 E. Hartford Drive                         |                                 |                                   |
| <b>Internal Address:</b>  | Suite 200                                      |                                 |                                   |
| <b>City:</b>  | Scottsdale                                     |                                 |                                   |
| <b>State/Country:</b>   | ARIZONA  |                                 |                                   |
| <b>Postal Code:</b>   | 85255  |                                 |                                   |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE                          |                                 |                                   |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                                 |                                   |
| <b>Property Type</b>  | <b>Number</b>                                  | <b>Word Mark</b>                |                                   |
| <b>Registration Number:</b>   | 2143533  | HOPPERS                         |                                   |
| <b>Registration Number:</b>   | 2143520  | HOPPERS GRILL & BREWING COMPANY |                                   |
| <b>Registration Number:</b>   | 2101637  | HOPPERS                         |                                   |
| <b>Registration Number:</b>   | 2099536  | HOPPERS                         |                                   |
| <b>Registration Number:</b>   | 1885429  | WHAT A STEAK OUGHT TO BE        |                                   |
| <b>CORRESPONDENCE DATA</b>  |  |                                 |                                   |
| <b>Fax Number:</b>  | 3129939767                                     |                                 |                                   |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |                                 |                                   |
| <b>Phone:</b>   | 312-993-2622                                   |                                 |                                   |
| <b>Email:</b>   | gayle.grocke@lw.com                            |                                 |                                   |
| <b>Correspondent Name:</b>  | Gayle D. Grocke c/o Latham & Watkins LLP       |                                 |                                   |
| <b>Address Line 1:</b>  | 233 S. Wacker Drive                            |                                 |                                   |
| <b>Address Line 2:</b>  | Suite 5800                                     |                                 |                                   |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60606                        |                                 |                                   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 025646-0414                                    |                                 |                                   |
| <b>NAME OF SUBMITTER:</b>   | Gayle D. Grocke                                |                                 |                                   |
| <b>SIGNATURE:</b>   | /gdg/  |                                 |                                   |

OP \$140.00 2143533

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 04/28/2014 |
|---------------------|------------|

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of April 28, 2014 is entered into by **SIZZLING PLATTER, LLC**, a Nevada limited liability company (the "Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, as Agent (in such capacity and together with its successors in such capacity, the "Agent") for the Secured Parties.

**WHEREAS**, the Grantor, the Agent and certain other parties as named therein have entered into that certain Security and Guarantee Agreement, dated as of April 28, 2014 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security and Guarantee Agreement");

**WHEREAS**, the Grantor, the Agent, General Electric Capital Corporation, as Collateral Trustee, and the other parties thereto from time to time have entered into that certain Collateral Trust Agreement, dated as of April 28, 2014 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"); and

**WHEREAS**, under the terms of the Security and Guarantee Agreement, the Grantor has granted to the Agent for the ratable benefit of the Secured Parties a security interest in and Lien (as defined in the Credit Agreement referenced in the Security and Guarantee Agreement) on all of the Grantor's right, title and interest in and to certain property of the Grantor, including certain Intellectual Property of the Grantor, and has agreed as a condition thereof to promptly execute and deliver to the Agent this Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

**SECTION 1. DEFINED TERMS.** Capitalized terms not otherwise defined herein have the meanings set forth in the Security and Guarantee Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and Lien on all of the Grantor's right, title, and interest in and to the following, to the extent the following constitutes Collateral, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral");

(a) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source or business identifiers, designs, all registrations and applications for any of the foregoing, including the U.S. registrations and applications referred to in Schedule A hereto (as such schedule may be amended or supplemented from time to time);

(b) all extensions or renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of and symbolized by the foregoing;

(d) all rights corresponding thereto throughout the world;

(e) the right to sue or otherwise recover for past, present and future infringement, dilution or other violations of any of the foregoing or for any injury to the related goodwill; and

(f) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would result in the unenforceability, voiding, invalidation or cancellation of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law.

SECTION 3. PRECEDENCE. Notwithstanding anything herein to the contrary, the security interest granted hereby is granted in conjunction with the security interest granted to the Agent under the Security and Guarantee Agreement and the security interest and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Lien Sharing Documents. The rights and remedies of the Agent with respect to the security interest granted hereby are set forth in the Security and Guarantee Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security and Guarantee Agreement or the Lien Sharing Documents, the terms of the Security and Guarantee Agreement or the Lien Sharing Documents, as applicable, shall control.

SECTION 4. RECORDATION. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the provisions of the Security and Guarantee Agreement pursuant to which the Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in or to any existing U.S. registrations and applications of Trademark Collateral or any U.S. registrations and applications of Trademark Collateral acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in or to any Trademark Collateral in which Grantor no longer has or claims any right, title or interest.

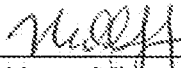
SECTION 6. Governing Law. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST).

SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

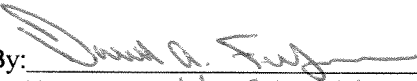
SIZZLING PLATTER, LLC

By:   
Name: Michael Yeager  
Title: Chief Financial Officer

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ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

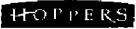
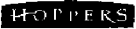
By:   
Name: David A Foshag  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005268 FRAME: 0979**

SCHEDULE A

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

| Debtor/Grantor        | Title  | Jurisdiction    | Application No. / Filing Date | Status     | Reg. No. / Reg. Date |
|-----------------------|--|-----------------|-------------------------------|------------|----------------------|
| Sizzling Platter, LLC | HOPPERS <sup>1</sup>   | US              | 75171722<br>9/16/1996         | Registered | 2143533<br>3/10/1998 |
| Sizzling Platter, LLC | HOPPERS GRILL<br>& BREWING<br>COMPANY  | US              | 75166960<br>9/16/1996         | Registered | 2143520<br>3/10/1998 |
| Sizzling Platter, LLC | HOPPERS<br>   | US              | 75199867<br>11/18/1996        | Registered | 2101637<br>9/30/1997 |
| Sizzling Platter, LLC | HOPPERS<br> | US              | 75195496<br>11/12/1996        | Registered | 2099536<br>9/23/1997 |
| Sizzling Platter, LLC | WHAT A STEAK<br>OUGHT TO BE  | US              | 74449789<br>10/22/1993        | Registered | 1885429<br>3/21/1995 |
| Sizzling Platter, LLC | COME HUNGRY  | STATE<br>NEVADA | 9/14/1999                     | Registered |                      |

<sup>1</sup> Please note that all Hoppers Trademarks will be transferred pursuant to an asset sale anticipated to close in May, 2014.