

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302829

<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>	Brightwood Loan Services LLC		
<b>Street Address:</b>	1540 Broadway, 23rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: 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>	3105527031		
<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>	310-551-8755		
<b>Email:</b>	pto-cc@gibsondunn.com		
<b>Correspondent Name:</b>	Mandy Robertson-Bora		
<b>Address Line 1:</b>	2029 Century Park East, Suite 4000		
<b>Address Line 2:</b>	GIBSON, DUNN & CRUTCHER LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067-3026		
<b>ATTORNEY DOCKET NUMBER:</b>	12673-00002		
<b>NAME OF SUBMITTER:</b>	Mandy Robertson-Bora		
<b>SIGNATURE:</b>	/mandy robertson-bora/		
<b>DATE SIGNED:</b>	04/28/2014		

CH \$140.00 2143533

**Total Attachments: 6**

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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 **BRIGHTWOOD LOAN SERVICES LLC**, as collateral agent (in such capacity and together with its successors in such capacity, the "Collateral Agent") for the Secured Parties.

**WHEREAS**, the Grantor, the Collateral 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 Agreement");

**WHEREAS**, the Grantor, the Brightwood Loan Services LLC, as term loan agent, General Electric Capital Corporation, as revolving loan agent and 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 Agreement, the Grantor has granted to the Collateral 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 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 Collateral 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 is hereby acknowledged, Grantor hereby agrees with the Collateral Agent as follows:

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

**SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby grants to the Collateral 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 Collateral Agent under the Security Agreement and the security interest and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Lien Sharing Documents. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement or the Lien Sharing Documents, the terms of the Security 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 Agreement pursuant to which the Collateral 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 INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS AGREEMENT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY 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.

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of April 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among General Electric Capital Corporation, as the Revolving Agent, and Brightwood Loan Services LLC, as Term Loan Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

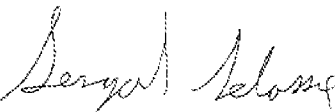


ACCEPTED AND AGREED  
as of the date first above written:

**BRIGHTWOOD LOAN SERVICES LLC,**  
as the Collateral Agent

By: 

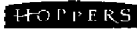
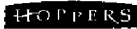
Name: Damien Dwin  
Title: Authorized Person

By: 

Name: Sengal Selassie  
Title: Authorized Person

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

	<b>Trademark/ Image if any</b>	<b>Serial Number Filing Date</b>	<b>Registration Number Registration Date</b>
1.	HOPPERS	75171722 9/16/1996	2143533 3/10/1998
2.	HOPPERS GRILL & BREWING COMPANY	75166960 9/16/1996	2143520 3/10/1998
3.	HOPPERS 	75199867 11/18/1996	2101637 9/30/1997
4.	HOPPERS 	75195496 11/12/1996	2099536 9/23/1997
5.	WHAT A STEAK OUGHT TO BE	74449789 10/22/1993	1885429 3/21/1995
6.	COME HUNGRY	9/14/1999	