

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HI LIMITED PARTNERSHIP		08/12/2014	LIMITED PARTNERSHIP: FLORIDA
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3872085	3 MILE ISLAND	
Registration Number:	4293704	DAYTONA BEACH	
Registration Number:	3121117	DELIGHTFULLY TACKY, YET UNREFINED	
Registration Number:	1534320	HOOTERS	
Registration Number:	1557380	HOOTERS	
Registration Number:	1590973	HOOTERS	
Registration Number:	1653233	HOOTERS	
Registration Number:	1659704	HOOTERS	
Registration Number:	3043735	HOOTERS	
Registration Number:	3160580	HOOTERS	
Registration Number:	3473389	HOOTERS	
Registration Number:	3545791	HOOTERS	
Registration Number:	3568638	HOOTERS	
Registration Number:	3590149	HOOTERS	
Registration Number:	3831346	HOOTERS	
Registration Number:	3436565	HOOTERS CARD	
Registration Number:	4388216	HOOTERS FOR HEROES	
Registration Number:	3619915	HOOTERS GEAR	
Registration Number:	1320029	HOOTERS	
TRADEMARK			

CH \$740.00 3872085

Property Type	Number	Word Mark
Registration Number:	1602377	HOOTERS
Registration Number:	1652377	HOOTERS
Registration Number:	3484848	HOOTERS
Registration Number:	4545042	HOOTERS
Registration Number:	3729946	HOOTERS SNOW ANGELS
Registration Number:	3488547	THE CURE FOR THE COMMON RESTAURANT
Registration Number:	2736549	THE SOON TO BE RELATIVELY FAMOUS
Registration Number:	4038857	TWO TICKETS TO PARADISE
Registration Number:	3695572	WINGSDAY
Registration Number:	4281020	WORLD WING EATING CHAMPIONSHIP

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ebensoul@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Elana D. Bensoul

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	20510-003
NAME OF SUBMITTER:	Elana D. Bensoul
SIGNATURE:	/EDB/
DATE SIGNED:	08/18/2014

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of August 12, 2014, by and between HI LIMITED PARTNERSHIP, a Florida limited partnership located at 1815 The Exchange SE, Atlanta, Georgia, 30339 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee located at 388 Greenwich Street, New York, New York, 10013 ("Trustee").

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Base Indenture, dated as of August 12, 2014, by and among HOA Holdco, LLC, a Delaware limited liability company, HOA Systems, LLC, a Delaware limited liability company, HOA Funding, LLC, a Delaware limited liability company, HOA Restaurant Holder, LLC, a Delaware limited liability company, HOA Maryland Restaurant Holder, LLC, a Delaware limited liability company, HOA Kansas Restaurant Holder, LLC, a Kansas limited liability company, DW Restaurant Holder, LLC, a Delaware limited liability company, TW Restaurant Holder, LLC, a Delaware limited liability company, HOA Towson, LLC, a Delaware limited liability company, HOA Laurel, LLC, a Delaware limited liability company, HOA Waldorf, LLC, a Delaware limited liability company, HOA IP GP, LLC, a Delaware limited liability company, and Grantor and Citibank, as Trustee and Securities Intermediary (the "Base Indenture"), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof occurring prior to, on or after the Closing Date, and to collect all damages, settlements and proceeds relating thereto (except to the extent that a licensee or sublicensee has such rights under its respective license agreement), and, the Grantor's right to receive the IP License Fees and other recoveries, if any, under the IP License Agreements and the Founders License Agreements (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 8.25(c) of the Base Indenture, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Base Indenture;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Base Indenture, which are incorporated by reference as if fully set forth herein, the parties agree as follows:

1. Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture.

2. To secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the PTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), *provided that* at such time that the grant and/or enforcement of the security interest would not cause such application to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

3. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Base Indenture, which govern the Trustee's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Notice together with the annexed Schedule I.

4. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Base Indenture and shall terminate automatically upon the termination of the Base Indenture.

5. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

6. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned has caused this NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

HI LIMITED PARTNERSHIP

By: HOA IP GP, LLC, its general partner

By: 
Name: Matthew Wickesberg
Title: Executive Vice President, Chief
Financial Officer and Secretary

**Schedule 1
Trademarks**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TITLE
HI Limited Partnership	3872085	09-Nov-2010	3 MILE ISLAND
HI Limited Partnership	4293704	19-Feb-2013	DAYTONA BEACH
HI Limited Partnership	3121117	25-Jul-2006	DELIGHTFULLY TACKY, YET UNREFINED
HI Limited Partnership	1534320	11-Apr-1989	HOOTERS
HI Limited Partnership	1557380	19-Sep-1989	HOOTERS
HI Limited Partnership	1590973	10-Apr-1990	HOOTERS
HI Limited Partnership	1653233	06-Aug-1991	HOOTERS
HI Limited Partnership	1659704	08-Oct-1991	HOOTERS
HI Limited Partnership	3043735	17-Jan-2006	HOOTERS
HI Limited Partnership	3160580	17-Oct-2006	HOOTERS
HI Limited Partnership	3473389	22-Jul-2008	HOOTERS
HI Limited Partnership	3545791	16-Dec-2008	HOOTERS
HI Limited Partnership	3568638	27-Jan-2009	HOOTERS
HI Limited Partnership	3590149	17-Mar-2009	HOOTERS
HI Limited Partnership	3831346	10-Aug-2010	HOOTERS
HI Limited Partnership	3436565	27-May-2008	HOOTERS CARD P/D
HI Limited Partnership	4388216	20-Aug-2013	HOOTERS FOR HEROES
HI Limited Partnership	3619915	12-May-2009	HOOTERS GEAR
HI Limited Partnership	1320029	12-Feb-1985	HOOTERS P/D
HI Limited Partnership	1602377	19-Jun-1990	HOOTERS P/D
HI Limited Partnership	1652377	30-Jul-1991	HOOTERS P/D
HI Limited Partnership	3484848	12-Aug-2008	HOOTERS P/D
HI Limited Partnership	4545042	03-Jun-2014	HOOTERS P/D (new logo)
HI Limited Partnership	3729946	22-Dec-2009	HOOTERS SNOW ANGELS
HI Limited Partnership	3488547	19-Aug-2008	THE CURE FOR THE COMMON RESTAURANT
HI Limited Partnership	2736549	15-Jul-2003	THE SOON TO BE RELATIVELY FAMOUS
HI Limited Partnership	4038857	11-Oct-2011	TWO TICKETS TO PARADISE
HI Limited Partnership	3695572	13-Oct-2009	WINGSDAY

HI Limited Partnership	4281020	22-Jan-2013	WORLD WING EATING CHAMPIONSHIP
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Trademark Applications:

1. Applications: None.
2. Intent-to-Use Applications: None.