

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skyline Chili, Inc.		08/29/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	9050 Centre Pointe Drive		
Internal Address:	Suite 150, MD 1CPO11		
City:	West Chester		
State/Country:	OHIO		
Postal Code:	45069		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3997946	WHENEVER YOU'RE FEELING GOOD AND HUNGRY,	
Registration Number:	4234068	SMILE. IT'S SKYLINE TIME.	
Registration Number:	4406984	FEELING GOOD, IT'S SKYLINE TIME!	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>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.</i>			
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Tanya Marie Curcio		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-723/1707/1AMD TSA		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	09/03/2014		
Total Attachments: 5			
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**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of August 29, 2014 (the "Effective Date"), by and between **SKYLINE CHILI, INC.**, an Ohio corporation, having its chief executive office at 4180 Thunderbird Lane, Fairfield, Ohio 45014 ("Borrower"), and **FIFTH THIRD BANK**, an Ohio banking corporation, having an office at 9050 Centre Pointe Drive, Ste. 150, MD 1CPO11, West Chester, Ohio 45069, as collateral agent (in such capacity and together with any successor collateral agent, "Collateral Agent"), for the benefit of Secured Creditors (as defined in the Trademark Security Agreement, as defined below), is as follows:

Preliminary Statements

A. Borrower and Collateral Agent are parties to that certain Trademark Security Agreement dated as of November 15, 2010 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

B. Borrower and Collateral Agent desire to amend the Trademark Security Agreement on the terms, and subject to the conditions, of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent and Borrower hereby agree as follows:

1. **Amendment to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Borrower hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral for all purposes of the Trademark Security Agreement, the other Loan Documents, and the other Transaction Documents.

2. **Default.** Any default by Borrower in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Intercreditor Agreement).

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Borrower hereby expressly intends that this Amendment shall not in any manner replace, impair, adversely affect, or extinguish the creation, attachment, perfection or priority of the security interest on the

Trademark Collateral granted pursuant to the Trademark Security Agreement. Without limiting the generality of the foregoing, Borrower (a) ratifies and reaffirms any and all grants of Liens to Collateral Agent on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Secured Obligations, and (b) acknowledges and confirms that the grants of the Liens to Collateral Agent on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Secured Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens.

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents or the Transaction Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.


6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles), except to the extent that the validity or perfection of the Liens or the remedies under the Trademark Security Agreement (as amended hereby), in respect of any particular Trademark Collateral, are governed by the law of the United States or any other jurisdiction other than the State of Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Borrower and Collateral Agent as of the Effective Date.

SKYLINE CHILI, INC.

By: 
Kevin R. McDonnell, President and
Chief Executive Officer

FIFTH THIRD BANK, as Collateral Agent


By: _____
William R. Keehn, Vice President

IN WITNESS WHEREOF, this Amendment has been duly executed by Borrower and Collateral Agent as of the Effective Date.

SKYLINE CHILI, INC.

By: _____
Kevin R. McDonnell, President and
Chief Executive Officer

FIFTH THIRD BANK, as Collateral Agent

By:  _____
William R. Keehn, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005356 FRAME: 0188

SUPPLEMENT TO SCHEDULE I

(Additional Trademark Collateral)

Trademark/Service Mark	U.S. Registration/Application No.
Whenever You're Feeling Good And Hungry, It's Skyline Time	3,997,946
Smile, It's Skyline Time.	4,234,068
Feeling Good, It's Skyline Time!	4,406,984