

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318084

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dinosaur Restaurants, LLC		09/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
Pig Holdings, LLC		09/25/2014	LIMITED LIABILITY COMPANY: ALABAMA
Jim N Nicks Management, LLC		09/25/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	8377 E. Hartford Drive, Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2835969	JIM 'N NICK'S BAR-B-Q
Registration Number:	3075880	DINOSAUR BAR-B-QUE
Registration Number:	2359586	HD DINOSAUR BAR-B-QUE
Registration Number:	2279550	DON'T FEAR THE HEAT!
Registration Number:	2289096	LIVE FAST EAT WELL
Registration Number:	3944328	SENSUOUS SLATHERING
Registration Number:	3013400	TAKE HOME A TASTE OF THE ACTION
Registration Number:	2285622	WANGO TANGO
Registration Number:	2288066	DINOSAUR
Registration Number:	3018007	DINOSAUR
Registration Number:	3075881	DINOSAUR
Registration Number:	2505758	BIKER APPROVED
Registration Number:	2291255	CAJUN FOREPLAY
Registration Number:	2550099	CUSTOM 'QUE
Registration Number:	2292836	DEVIL'S DUEL
Serial Number:	86209458	JIM 'N NICK'S COMMUNITY BAR-B-Q

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86209455	JIM 'N NICK'S COMMUNITY BAR-B-Q
Serial Number:	86209451	JIM 'N NICK'S BAR-B-Q
Serial Number:	86345804	NICK'S ORIGINAL BBQ
Serial Number:	86345791	NICK'S ORIGINAL BBQ
Serial Number:	86189032	ALWAYS GOOD SMOKE

CORRESPONDENCE DATA

Fax Number: 3125774565

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.

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	342930-61
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	09/25/2014

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 25, 2014, is made by DINOSAUR RESTAURANTS, LLC, PIG HOLDINGS, LLC and JIM N NICKS MANAGEMENT, LLC, (each a “Grantor” and collectively the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 25, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Good Smoke, LLC, a Delaware limited liability company (the “Borrower”), the other Persons party thereto that are designated as a “Credit Party”, GE Capital, as Agent for the several financial institutions from time to time party thereto as Lenders and for itself as a Lender (including as Swingline Lender) and such Lenders, the Lenders (including in their capacity as L/C Issuers) have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- b) all renewals and extensions of the foregoing;
- c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern in all respects. Upon termination of the Guaranty and Security Agreement, the Agent's security interests in the Trademark Collateral shall automatically terminate and the Agent shall execute, acknowledge and deliver to Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral granted under this Trademark Security Agreement.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DINOSAUR RESTAURANTS, LLC
as Grantor

By: 

Name: John Fink

Title: CFO and Secretary

PIG HOLDINGS, LLC
as Grantor

By: _____

Name: Nareg Esayan

Title: President and Secretary

JIM N NICKS MANAGEMENT, LLC
as Grantor

By: _____

Name: Nareg Esayan

Title: President and Secretary

Trademark Security Agreement (Good Smoke)

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DINOSAUR RESTAURANTS, LLC
as Grantor

By: _____
Name: John Fink
Title: CFO and Secretary

PIG HOLDINGS, LLC
as Grantor

By: _____
Name: Nareg Esayan
Title: President and Secretary

JIM N NICKS MANAGEMENT, LLC
as Grantor

By: _____
Name: Nareg Esayan
Title: President and Secretary

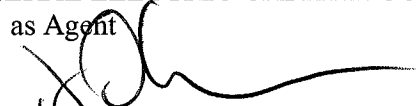
Trademark Security Agreement (Good Smoke)

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION

as Agent

By:


Name: Daniel Nunes
Title: Duly Authorized Signatory

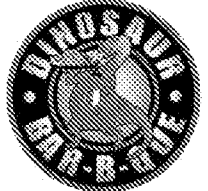
Trademark Security Agreement (Good Smoke)



TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT



Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Serial No. Reg. No.	Filing Date Reg. Date	Status
Jim N Nicks Management, LLC	JIM 'N NICK'S BAR-B-Q & Design	76453164	September 26, 2002	Registered
		2835969	April 27, 2004	
Dinosaur Restaurants, LLC	DINOSAUR BAR-B-QUE AND DESIGN 	3075880	April 4, 2006	Registered
Dinosaur Restaurants, LLC	HD DINOSAUR BAR-B- QUE (Stylized Design) 	2359586	June 20, 2000	Registered
Dinosaur Restaurants, LLC	DON'T FEAR THE HEAT!	2279550	September 21, 1999	Registered
Dinosaur Restaurants, LLC	LIVE FAST EAT WELL AND DESIGN 	2289096	October 26, 1999	Registered
Dinosaur Restaurants, LLC	SENSUOUS SLATHERING	3944328	April 12, 2011	Registered
Dinosaur Restaurants, LLC	TAKE HOME A TASTE OF THE ACTION	3013400	November 8, 2005	Registered

Dinosaur Restaurants, LLC	WANGO TANGO	2285622	October 12, 1999	Registered
Dinosaur Restaurants, LLC	DINOSAUR AND DESIGN 	2288066	October 19, 1999	Registered
Dinosaur Restaurants, LLC	DINOSAUR	3018007	November 22, 2005	Registered
Dinosaur Restaurants, LLC	DINOSAUR	3075881	April 4, 2006	Registered
Dinosaur Restaurants, LLC	BIKER APPROVED AND DESIGN 	2505758	November 13, 2001	Registered
Dinosaur Restaurants, LLC	CAJUN FOREPLAY	9549 2291255	November 9, 1999	Registered
Dinosaur Restaurants, LLC	CUSTOM 'QUIE	2550099	March 19, 2002	Registered
Dinosaur Restaurants, LLC	DEVIL'S DUEL	2292836	November 16, 1999	Registered

2. TRADEMARK APPLICATIONS

Owner	Mark	Serial No. Reg. No.	Filing Date Reg. Date	Status
Jim N Nicks Management, LLC	JIM 'N NICK'S COMMUNITY BAR-B-Q & Design 	86209458	March 3, 2014	Pending
Jim N Nicks Management, LLC	JIM 'N NICK'S COMMUNITY BAR-B-Q & Design 	86209455	March 3, 2014	Pending

Jim N Nicks Management, LLC	JIM 'N NICK'S BAR-B-Q	86209451	March 3, 2014	Pending
Pig Holdings, LLC	NICK'S ORIGINAL BBQ	86345804	July 23, 2014	Pending
Pig Holdings, LLC	NICK'S ORIGINAL BBQ	86345791	July 23, 2014	Pending
Dinosaur Restaurants, LLC	ALWAYS GOOD SMOKE	86/189032	February 10, 2014	Pending
Dinosaur Restaurants, LLC	DINO BBQ	Pending	Pending	Pending

3. IP LICENSES

None.