

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324195

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOSS'S STEAK AND SEA HOUSE, INC.		11/19/2014	CORPORATION: DELAWARE
WILLARD E. CAMPBELL ENTERPRISES, INC.		11/19/2014	CORPORATION: PENNSYLVANIA
HOSS'S RESTAURANT OPERATIONS, INC.		11/19/2014	CORPORATION: PENNSYLVANIA
PATCHWAY HOLDINGS, LLC		11/19/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
HFX, INC.		11/19/2014	CORPORATION: PENNSYLVANIA
HOSS'S ENTERPRISES, INC.		11/19/2014	CORPORATION: DELAWARE
HOSS'S FRANCHISE CORPORATION, INC.		11/19/2014	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	SUSQUEHANNA BANK
Street Address:	1570 MANHEIM PIKE
City:	LANCASTER
State/Country:	PENNSYLVANIA
Postal Code:	17604
Entity Type:	FINANCIAL INSTITUTION: PENNSYLVANIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3547222	HOSS'S FAMILY STEAK & SEA WHERE YOUR FAM
Registration Number:	3305154	HOSS'S · FAMILY · STEAK&SEA
Registration Number:	2608979	HOSS'S HOSS'S
Registration Number:	2577847	HOSS'S FAMILY STEAK & SEA HOUSE
Registration Number:	2580699	HOSSAUCE
Registration Number:	2334150	HOSS'S IS HOSS'PITALITY
Registration Number:	2330557	HOSS'S
Registration Number:	1379720	HOSS'S STEAK AND SEA HOUSE
Registration Number:	3973938	MARZONI'S
Registration Number:	2996502	MARZONI'S BRICK OVEN & BREWING CO.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4587821	M MARZONI'S BREWING

CORRESPONDENCE DATA

Fax Number: 717-945-56
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: 717-945-5745
Email: sarahg@bcgl-law.com
Correspondent Name: BCGL
Address Line 1: 480 New Holland Avenue
Address Line 2: Suite 6205
Address Line 4: Lancaster, PENNSYLVANIA 17602

ATTORNEY DOCKET NUMBER:	3000-003.002
NAME OF SUBMITTER:	Sarah Glatfelter
SIGNATURE:	/sarahglatfelter/
DATE SIGNED:	11/24/2014

Total Attachments: 11

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") made effective as of November 24, 2014 by HOSS'S STEAK AND SEA HOUSE, INC., a Delaware corporation, WILLARD E. CAMPBELL ENTERPRISES, INC., a Pennsylvania corporation, HOSS'S RESTAURANT OPERATIONS, INC., a Pennsylvania corporation, PATCHWAY HOLDINGS, LLC, a Pennsylvania limited liability company, HFX, INC., a Pennsylvania corporation, HOSS'S ENTERPRISES, INC., a Delaware corporation, HOSS'S FRANCHISE CORPORATION, INC., a Pennsylvania corporation (jointly and severally, "Grantor"), in favor of SUSQUEHANNA BANK ("Lender"):

W I T N E S S E T H

WHEREAS, Grantor (as Borrowers), Lender, and Willard E. Campbell (as Guarantor), are parties to that certain Loan and Security Agreement dated as of December 2, 2011, as amended and restated by Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), providing for the extensions of credit to be made to Grantor by Lender in the form of the Loans as provided for and defined in the Loan Agreement;

WHEREAS, pursuant to the Loan Agreement, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and other Intellectual Property, together with the goodwill of the business symbolized by Grantor's trademarks, patents and other Intellectual Property and all products and proceeds thereof, as evidenced by the Intellectual Property Security Agreement dated as of December 2, 2011, among Grantor and Lender (the "2011 IP Security Agreement"), to secure the payment of all amounts owing by Grantor under the Loan Agreement and the Other Documents;

WHEREAS, Schedule 1 to the 2011 IP Security Agreement has changed from the date of the 2011 IP Security Agreement with certain deletions and additions, and the Grantor and Lender have determined to amend and restate the 2011 IP Security Agreement in substantially similar form, with a new Schedule 1 as hereafter set forth.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Agreement and the Other Documents, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) in accordance with the terms of the Loan Agreement. All

terms herein beginning with initial capital letters but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantors' entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(a) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any additions thereto, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants.

(a) Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Lender, except as otherwise permitted under the Loan Agreement.

(b) Grantor agrees to disclose to Lender promptly any and all (i) previously filed trademark applications for which Grantor receives notice of approval, together with the registration numbers for any and all such approved trademarks, and (ii) new applications for trademarks filed by Grantor.

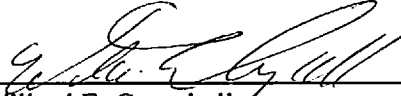
4. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement which has not been waived in writing by the Lender, Grantor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania and/or the State of Delaware, as applicable, may take such action permitted under the Loan Agreement and the Other Documents, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. Upon the occurrence of an Event of Default that has not been waived in writing by Lender, Grantor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender or Lender's successors and assigns as it may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and all goodwill associated with the Trademarks to anyone (including Lender), including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney is coupled with an interest and shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Document and

until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

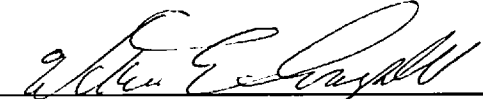
5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or in the Loan Agreement or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Lender.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

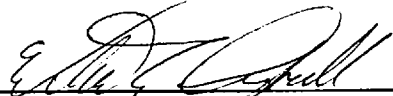
HOSS'S STEAK AND SEA HOUSE, INC.

By: 
Willard E. Campbell
Title: President

WILLARD E. CAMPBELL ENTERPRISES, INC.

By: 
Name: Willard E. Campbell
Title: President

HOSS'S RESTAURANT OPERATIONS, INC.

By: 
Willard E. Campbell
Title: President

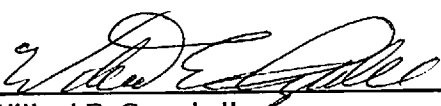
PATCHWAY HOLDINGS, LLC

By: 
Willard E. Campbell
Title: Managing Member

HFX, INC.

By: 
Willard E. Campbell
Title: President

HOSS'S ENTERPRISES, INC.


By: 
Willard E. Campbell
Title: President

HOSS'S FRANCHISE CORPORATION, INC.

By: 
Willard E. Campbell
Title: President

Agreed and Accepted,

SUSQUEHANNA BANK

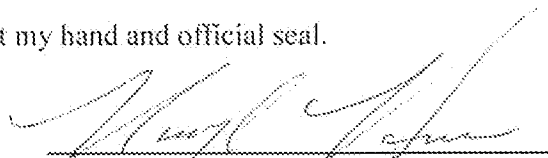
By: 
William R. Hauber
Senior Vice President

GRANTORS' ACKNOWLEDGMENTS

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF Blair)

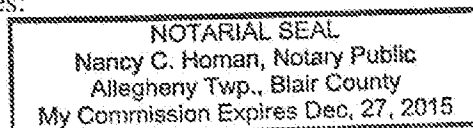
ON THIS, the 19th day of November, 2014, to be effective as of November 24, 2014, before me, the undersigned officer, personally appeared WILLARD E. CAMPBELL, who acknowledged himself to be the President of HOSS'S STEAK AND SEA HOUSE, INC., a corporation, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public

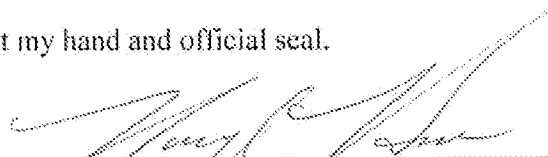
My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF Blair)

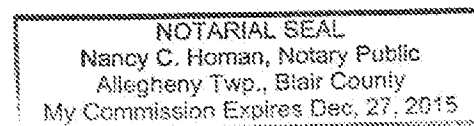
ON THIS, the 19th day of November, 2014, to be effective as of November 24, 2014, before me, the undersigned officer, personally appeared WILLARD E. CAMPBELL, who acknowledged himself to be the President of WILLARD E. CAMPBELL ENTERPRISES, INC., a corporation, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public

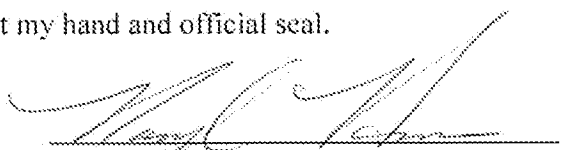
My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF Blair)

ON THIS, the [19th] day of November, 2014, to be effective as of November 24, 2014, before me, the undersigned officer, personally appeared WILLARD E. CAMPBELL, who acknowledged himself to be the President of HOSS'S RESTAURANT OPERATIONS, INC., a corporation, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public

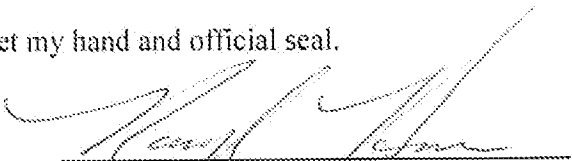
My Commission Expires:

NOTARIAL SEAL
Nancy C. Homan, Notary Public
Allegheny Twp., Blair County
My Commission Expires Dec. 27, 2015

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF Blair)

ON THIS, the [19th] day of November, 2014, to be effective as of November 24, 2014, before me, the undersigned officer, personally appeared WILLARD E. CAMPBELL, who acknowledged himself to be the Managing Member of PATCHWAY HOLDINGS, LLC, a limited liability company, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public


My Commission Expires:

NOTARIAL SEAL
Nancy C. Homan, Notary Public
Allegheny Twp., Blair County
My Commission Expires Dec. 27, 2015

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF BLAIR)

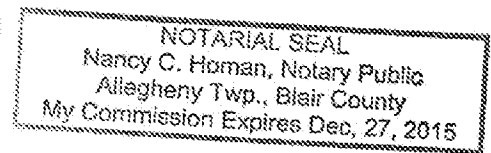
ON THIS, the [19th] day of November, 2014, to be effective as of November 24, 2014, before me, the undersigned officer, personally appeared WILLARD E. CAMPBELL, who acknowledged himself to be the President of HFX, INC., a corporation, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public

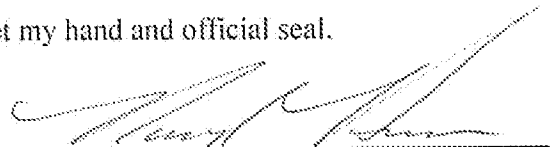
My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF BLAIR)

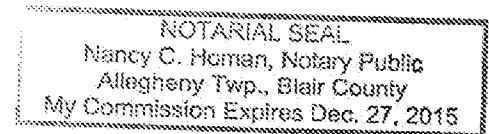
ON THIS, the [19th] day of November, 2014, to be effective as of November 24, 2014, before me, the undersigned officer, personally appeared WILLARD E. CAMPBELL, who acknowledged himself to be the President of HOSS'S ENTERPRISES, INC., a corporation, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



Notary Public

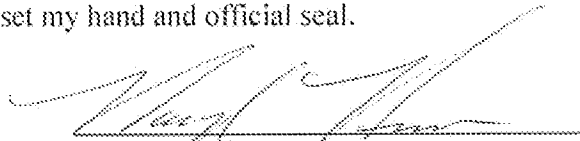
My Commission Expires:



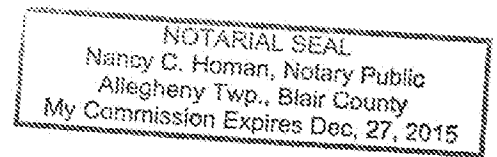
COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF Blair)

ON THIS, the [19th] day of November, 2014, to be effective as of November 24, 2014, before me, the undersigned officer, personally appeared WILLARD E. CAMPBELL, who acknowledged himself to be the President of HOSS'S FRANCHISE CORPORATION, INC., a corporation, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:



[NOTARY ACKNOWLEDGEMENT - INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005407 FRAME: 0201

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Trademark Description</u>	<u>U.S. Registration/Serial No./Application No.</u>	<u>Date Registered/Filed</u>
Hoss's Enterprises, Inc.	Hoss's Family Steak & Sea Where Your Family Wants To Eat	3547222	December 16, 2008
Hoss's Enterprises, Inc.	Hoss's Family Steak & Sea (& Design)	3305154	October 9, 2007
Hoss's Enterprises, Inc.	Hoss's Hoss's (& Design)	2608979	August 20, 2002
Hoss's Enterprises, Inc.	Hoss's Family Steak & Sea House	2577847	June 11, 2002
Hoss's Enterprises, Inc.	Hossauce	2580699	June 18, 2002
Hoss's Enterprises, Inc.	Hoss's Is Hoss'pitality	2334150	March 28, 2000
Hoss's Enterprises, Inc.	Hoss's	2330557	March 21, 2000
Hoss's Enterprises, Inc.	Hoss's Steak & Sea House	1379720	January 21, 1986
Hoss's Enterprises, Inc.	Marzoni's	3973938	June 7, 2011
Hoss's Enterprises, Inc.	Marzoni's Brick Oven & Brewing Co.	2996502	September 20, 2005
Hoss's Enterprises, Inc.	M Marzoni's Brewing	4587821	August 19, 2014

EXHIBIT 1

TRADEMARK ASSIGNMENT

WHEREAS, HOSS'S ENTERPRISES, INC., a Delaware corporation ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof ("Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, pursuant to the authorization and power of attorney set forth in that certain Intellectual Property Security Agreement among Grantor (among others) and Susquehanna Bank dated as of November 19, 2014, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____.

HOSS'S ENTERPRISES, INC., by its agent and attorney
in fact, SUSQUEHANNA BANK

By: _____
Attorney-in-fact

Witness: