

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326710

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Big Boy Restaurants International LLC		12/18/2014	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	CapitalSpring Agency Services, LLC
Street Address:	950 Third Avenue
Internal Address:	24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	CSDLP Master Lending Vehicle, LLC
Street Address:	950 Third Avenue
Internal Address:	24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
Name:	CapitalSpring SBIC, LP
Street Address:	950 Third Avenue
Internal Address:	24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	1806061	BIG BOY RESTAURANT & BAKERY
Registration Number:	1818909	
Registration Number:	910758	BIG BOY
Registration Number:	1823393	BIG BOY

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Property Type	Number	Word Mark
Registration Number:	913601	BIG BOY
Registration Number:	944155	BIG BOY
Registration Number:	2090105	
Registration Number:	2145671	
Registration Number:	1166686	BIG BOY
Registration Number:	1230137	BOB'S
Registration Number:	1230170	BOB'S BIG BOY
Registration Number:	1230569	BOB'S BIG BOY FAMILY RESTAURANTS
Registration Number:	1230570	BOB'S BIG BOY RESTAURANTS
Registration Number:	1300991	BOB'S
Registration Number:	1375215	OPERATION CAN DO !
Registration Number:	2634415	BIG BOY
Registration Number:	2059156	BIG BOY DINER
Registration Number:	2887222	OHHH BOY
Registration Number:	3384611	IT'S A MICHIGAN THING
Registration Number:	3467275	BOB'S "BEYOND THE BUN" CHICKEN SANDWICH
Registration Number:	3694531	SLIM JIM
Registration Number:	3898347	HOME OF THE ORIGINAL DOUBLE DECK CHEESEB
Registration Number:	3898338	SCRAMMY HAMMY
Registration Number:	3898337	BLOCKBUSTER BREAKFAST
Registration Number:	4445896	BIG BOY
Serial Number:	76705293	JUNIOR BIG BOY
Serial Number:	76705291	SUPER BIG BOY
Serial Number:	86141996	BURGER LOVERS' BURGERS
Serial Number:	86141987	BEST CHEESEBURGER ON THE PLANET
Serial Number:	86142045	75 YEARS OF DELICIOUS
Serial Number:	86142060	IT'S YOUR BIG BOY
Serial Number:	86289068	PAPPY PARKER'S

CORRESPONDENCE DATA

Fax Number: 9528855969

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: 9528855999

Email: trademarks@mmbllawfirm.com

Correspondent Name: Ryan R. Palmer

Address Line 1: 7760 France Avenue South

Address Line 2: Suite 700

Address Line 4: MINNEAPOLIS, MINNESOTA 55435

ATTORNEY DOCKET NUMBER: 13125-72

TRADEMARK

REEL: 005422 FRAME: 0621

NAME OF SUBMITTER:	Ryan R. Palmer, atty for rec'ing pty
SIGNATURE:	/Ryan R. Palmer/
DATE SIGNED:	12/19/2014
Total Attachments: 4 source=20141219_103441#page1.tif source=20141219_103441#page2.tif source=20141219_103441#page3.tif source=20141219_103441#page4.tif	

COLLATERAL ASSIGNMENT OF TRADEMARKS

Big Boy Restaurants International, LLC, a Michigan limited liability company (“*Grantor*”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, set forth on Schedule A attached hereto.

CapitalSpring Agency Services, LLC (the “*Grantee*”), on behalf and for the benefit of CSDLP Master Lending Vehicle, CapitalSpring SBIC, LP, and other lenders from time to time party to one or more of the Debt Financing Agreements dated of even date herewith (the “*Debt Financing Agreements*”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith.

Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

Therefore, the parties agree as follows:

Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “*Marks*”) set forth on Schedule A attached hereto, together with (ii) all proceeds of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This Collateral Assignment of Trademarks is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Debt Financing Agreements) of the Borrower and shall be effective as of the date of the Debt Financing Agreement.

This Collateral Assignment of Trademarks has been granted in conjunction with the security interest granted to Grantee under the Debt Financing Agreements. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Debt Financing Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Collateral Assignment of Trademarks are deemed to conflict with the Debt Financing Agreements, the provisions of the Debt Financing Agreements shall govern.

This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Collateral Assignment of Trademarks.

[signature page follows]

The undersigned is executing this Collateral Assignment of Trademarks as of the date first above written.

GRANTOR:

Big Boy Restaurants International, LLC

By: 

Name: Robert G. Liggett, Jr.

Its: Manager

Schedule A – Trademarks

Name	Registration No.	Registration Date	Use Classification
Running "Big Boy" and Restaurant & Bakery	1,806,061	11/23/93	Class 37, 38 and 100 (Int. Cl. 16 and 43)
Running "Big Boy" (Design only)	1,818,909	2/1/94	Classes 14, 22, 29, 37,38,45,46,47,48,100 & 101 (Int. Cl. 16, 29, 30, 32 & 43)
Standing "Big Boy"	910,758	3/30/71	Class 100 (Int. Cl. 42)
"Big Boy" (words only)	1,823,393	2/22/94	Class 100 (Int. Cl. 43)
"Big Boy"	913,601	6/08/71	Classes 38, 46 and 101 (Int. Cl. 16, 29, 30 and 35)
"Big Boy"	944,155	10/03/72	Class 45 (Int. Cl. 32)
Running "Big Boy" with Burger	2,090,105	8/19/97	Int. Cl. 43
Original Big Boy	2,145,671	3/24/98	Int. Cl. 43
Standing "Big Boy"	1,166,686	8/25/81	Class 46 (Int. Cl. 29)
"Bob's"	1,230,137	3/08/83	Classes 46 and 100 (Int. Cl. 29, 30 and 43)
"Bob's Big Boy"	1,230,170	3/08/83	Classes 46 and 100 (Int. Cl. 30 and 43)
"Bob's Big Boy Family Restaurants" and Design	1,230,569	3/08/83	Class 100 (Int. Cl. 43)
"Bob's Big Boy Restaurants" and Design	1,230,570	3/08/83	Class 100 (Int. Cl. 43)
"Bob's"	1,300,991	10/16/84	Class 100 (Int. Cl. 43)
"Operation Can Do!"	1,375,215	12/10/85	Class 100 (Int. Cl. 43)
"Big Boy" design	2,634,415	10/15/02	Int. Cl. 43
"Big Boy Diner"	2,059,156	5/6/97	Int. Cl. 43
"OHHH Boy"	2,887,222	9/21/04	Int. Cl. 43
"It's A Michigan Thing"	3,384,611	2/19/08	Int. Cl. 43
"Bob's 'Beyond the Bun' Chicken Sandwich"	3,467,275	7/15/08	Int. Cl. 30
Slim Jim	3,694,531	10/13/09	Int. Cl. 30

Name	Registration No.	Registration Date	Use Classification
Home of the Original Double Deck Cheeseburger	3,898,347	1/4/11	Int. Cl. 043
Scrammy Hammy	3,898,338	1/4/11	Int. Cl. 029
Blockbuster Breakfast	3,898,337	1/4/11	Int. Cl. 029
Big Boy Statue	4,445,896	12/10/13	Int. Cl. 043
Junior Big Boy	Serial #76705293	4/8/14	Int. Cl. 030
Super Big Boy	Serial #76705291	Filed 11/10/10	Int. Cl. 030
"Burger Lovers' Burger"	Serial #86/141,996	Filed 12/12/2013	Int. Cl. 030
"Best Cheeseburger on the Planet"	Serial #86/141,987	Filed 12/12/2013	Int. Cl. 030
"Bob's Big Boy Serving It Hot for Over 75 Years" (Design plus words)	<i>Excluded Collateral until converted to 1(a) application</i>		
"75 Years of Delicious" (Design plus words)	Serial #86/142,045	Filed 12/12/2013	Int. Cl. 043
"It's Your Big Boy"	Serial #86/142,060	Filed 12/12/2013	Int. Cl. 043
"Pappy Parker's"	Serial #86/289,068	Filed 5/22/14	Int. Cl. 029

MMB: 4851-4256-1825, v. 1

Schedule A to Collateral Assignment of Trademarks

RECORDED: 12/19/2014

TRADEMARK
REEL: 005422 FRAME: 0626