

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Restaurant Technologies, Inc.		04/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4086765	GLOBAL TIER	
Registration Number:	3997753	SMART. SAFE. GREEN.	
Registration Number:	3997757	SMART. SAFE. GREEN.	
Registration Number:	3997758	RTI	
Registration Number:	3997759	RTI	
Registration Number:	3997761	RTI	
Registration Number:	3997763	RTI	
Registration Number:	4072154	TOTAL OPERATIONS MANAGEMENT	
Registration Number:	4161907	SMART. SAFE. GREEN.	
Registration Number:	4143698	RTI	
Registration Number:	4206803	RTI	
Registration Number:	4143699	RTI	
Registration Number:	4206804	RTI	
Registration Number:	3737452	MAXLIFE	
Registration Number:	2801721	RESTAURANT TECHNOLOGIES, INC.	
Registration Number:	2529512	RTI	
Registration Number:	2663675	RESTAURANT TECHNOLOGIES, INC.	
Registration Number:	4054260	AUTOMIST	

CH \$465.00 4086765

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:** 337285-40**NAME OF SUBMITTER:** Kristin Brozovic**SIGNATURE:** /Kristin Brozovic/**DATE SIGNED:** 04/30/2015**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement", dated as of April 30, 2015, is made by Restaurant Technologies, Inc., a Delaware corporation ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as Administrative Agent for the Lenders and the L/C Issuers (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 30, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among RTI Merger Sub, Inc., a Delaware corporation (the "Initial Borrower") and, upon the consummation of the Closing Date Merger, as the successor-in-interest to the Initial Borrower by operation of law as a result of the Closing Date Merger, Mendakota Acquisition Company Inc., a Delaware corporation (the "Subsequent Borrower"), Restaurant Technologies, Inc., a Delaware corporation, as a borrower after the consummation of the Closing Date Merger pursuant to the Borrower Joinder ("RTI" and, together with Initial Borrower, and the Subsequent Borrower, the "Borrowers"), the Initial Borrower (and upon the consummation of the Closing Date Merger, RTI), as Borrower Representative, RTI Buyer, Inc., a Delaware corporation, as a Credit Party, the other Persons party thereto that are designated as a Credit Party, GE Capital, as Revolver Agent for itself and the Revolving Lenders, and as a Lender (including as Swingline Lender), and as Administrative Agent for the several financial institutions from time to time party thereto (collectively, the "Lenders") and such Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

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

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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 Administrative 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 Borrowers thereunder, Grantor hereby agrees with the Administrative 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. 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 Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 Grantor (the "Trademark Collateral"; provided, however, that notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall not include any Excluded Property):

(a) all of its Trademarks, 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 or violation thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is a security interest granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and is exercisable pursuant to, and subject to, the terms and conditions set forth therein. Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

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

RESTAURANT TECHNOLOGIES, INC.
as Grantor

By: _____

Name:

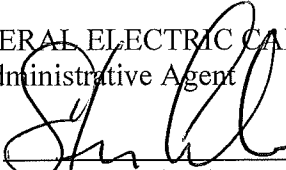
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]





TRADEMARK
REEL: 005511 FRAME: 0309



ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Steven Carboni
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Current Owner/Applicant	Appl. Date	Registration No.	Registration Date	Status of Mark
GLOBAL TIER	Restaurant Technologies, Inc.	3/28/11	4086765	1/17/12	Registered
SMART. SAFE. GREEN	Restaurant Technologies, Inc.	12/29/10	3997753	7/19/11	Registered
SMART. SAFE. GREEN	Restaurant Technologies, Inc.	12/29/10	3997757	7/19/11	Registered
RTI & Design 	Restaurant Technologies, Inc.	12/29/10	3997758	7/19/11	Registered
RTI & Design 	Restaurant Technologies, Inc.	12/29/10	3997759	7/19/11	Registered
RTI	Restaurant Technologies, Inc.	12/29/10	3997761	7/19/11	Registered
RTI	Restaurant Technologies, Inc.	12/29/10	3997763	7/19/11	Registered
TOTAL OPERATIONS MANAGEMENT	Restaurant Technologies, Inc.	12/29/10	4072154	12/13/11	Registered
SMART. SAFE. GREEN	Restaurant Technologies, Inc.	12/29/10	4161907	6/19/12	Registered
RTI & Design 	Restaurant Technologies, Inc.	12/26/10	4143698	5/15/12	Registered
RTI & Design 	Restaurant Technologies, Inc.	12/29/10	4206803	9/11/12	Registered

RTI	Restaurant Technologies, Inc.	12/29/10	4143699	5/15/12	Registered
RTI	Restaurant Technologies, Inc.	12/29/10	4206804	9/11/12	Registered
MAXLIFE & Design 	Restaurant Technologies, Inc.	9/10/07	3737452	1/12/10	Registered
RESTAURANT TECHNOLOGIES, INC.	Restaurant Technologies, Inc.	3/20/13	2801721	1/6/04	Renewed (Registered)
RTI & Design 	Restaurant Technologies, Inc.	9/8/00	2529512	1/15/02	Renewed (Registered)
RESTAURANT TECHNOLOGIES, INC.	Restaurant Technologies, Inc.	7/15/99	2663675	12/17/02	Renewed (Registered)
AUTOMIST	KBC, LLC	1/6/2011	4054260	11/8/2011	Registered