

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Famous Dave's of America, Inc.		05/08/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1808 Aston Ave., Suite 250		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4406355	FAMOUS DAVE'S	
Registration Number:	4399871	FAMOUS DAVE'S	
Registration Number:	4313224	FAMOUS DAVE'S	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	040324.149		
NAME OF SUBMITTER:	John E. Slaughter		
SIGNATURE:	/John E. Slaughter/		
DATE SIGNED:	05/08/2015		
Total Attachments: 4			
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TRADEMARK

REEL: 005512 FRAME: 0813

**SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Supplemental Grant") is made effective as of May 8, 2015 by and from FAMOUS DAVE'S OF AMERICA, INC. (the "Grantor"), a Minnesota corporation, whose principal address is 12701 Whitewater Drive, Minnetonka, Minnesota 55343, to and in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Grantee"), whose principal address is 1808 Aston Ave., Suite 250, Carlsbad, California 92008, for itself and as Administrative Agent for the Holders of the Obligations (as defined in the Credit Agreement referenced below).

WHEREAS, Grantor, D&D OF MINNESOTA, INC., a Minnesota corporation ("D&D"), LAKE & HENNEPIN BBQ AND BLUES, INC., a Minnesota corporation ("Lake BBQ"), FAMOUS DAVE'S RIBS, INC., a Minnesota corporation ("Ribs"), FAMOUS DAVE'S RIBS-U, INC. ("Ribs-U"), a Minnesota corporation and FAMOUS DAVE'S RIBS OF MARYLAND, INC. ("Ribs of Maryland"), a Minnesota corporation (individually and collectively, as the context requires, with such determination to be made by Administrative Agent in its sole discretion, "Borrower"), the Grantee and certain financial institutions from time to time parties thereto (the "Lenders") are parties to that certain Credit Agreement dated as of January 28, 2005, as amended and restated by that certain Amended and Restated Credit Agreement dated July 31, 2006, as amended by that certain First Amendment to Credit Agreement dated April 17, 2008, as amended and restated by that certain Second Amended and Restated Credit Agreement dated March 4, 2010, and as amended and restated by that certain Third Amended and Restated Credit Agreement dated as of the date hereof (as the same may hereafter be modified, amended, restated or supplemented from time to time, collectively the "Credit Agreement"), pursuant to which the Lenders may from time to time, extend credit to Grantor and the other Borrowers; and

WHEREAS, on January 28, 2005, Grantor and Grantee entered into an Intellectual Property Security Agreement, which was recorded in the United States Patent and Trademark Office on January 31, 2005 at reel/frame 003018/0704 (the "Security Agreement"); and

WHEREAS, on July 31, 2006, Grantor and Grantee entered into a Supplemental Grant of Security Interests in United States Trademarks, which was recorded in the United States Patent and Trademark Office on August 2, 2006 at reel/frame 003361/0318 (the "First Supplemental Grant"); and

WHEREAS, on April 17, 2008, Grantor and Grantee entered into a Supplemental Grant of Security Interests in United States Trademarks, which was recorded in the United States Patent and Trademark Office on April 18, 2008 at reel/frame 3762/0878 (the "Second Supplemental Grant");

WHEREAS, on March 4, 2010, Grantor and Grantee entered into a Supplemental Grant of Security Interests in United States Trademarks, which was recorded in the United States Patent and Trademark Office on April 1, 2010 at reel/frame 4178/0310 (the "Third Supplemental Grant");

WHEREAS, on July 5, 2011, Grantor and Grantee entered into a Supplemental Grant of Security Interests in United States Trademarks, which was recorded in the United States Patent and Trademark Office on July 6, 2011 at reel/frame 4576/0054 (the "Fourth Supplemental Grant"); and

WHEREAS, the Grantor has adopted, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or for which registration is pending with the United States Patent and Trademark Office; and

WHEREAS, this Supplemental Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement, the First Supplemental Grant, the Second Supplemental Grant, the Third Supplemental Grant, the Fourth Supplemental Grant and the Credit Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, the First Supplemental Grant, the Second Supplemental Grant, the Third Supplemental Grant, the Fourth Supplemental Grant and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Supplemental Grant is made to secure the satisfactory performance and payment of all the Obligations of Grantor and the other Borrowers, pursuant to the Security Agreement and Credit Agreement. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Supplemental Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Supplemental Grant effective as of the date first written above.

FAMOUS DAVE'S OF AMERICA, INC.

By: *Richard Pawlowski*

Name: Richard Pawlowski

Title: Chief Financial Officer

STATE OF Minnesota)
Hennepin COUNTY)

Richard Pawlowski, known to me to be the CFO of FAMOUS DAVE'S OF AMERICA, INC., personally came before me this 7th day of May, 2015, and executed or acknowledged to me that he executed the foregoing Supplemental Grant of Security Interest in United States Trademark on behalf of FAMOUS DAVE'S OF AMERICA, INC. and pursuant to authority duly received.

(SEAL)



S. Hoye
Notary Public, State of Minnesota
My Commission Expires: 1.31.19

SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A – SCHEDULE OF TRADEMARKS

TRADEMARK APPLICATIONS & REGISTRATIONS

Applicant	Mark	App. No.	App. Date	Reg. No.	Reg. Date
Famous Dave's of America, Inc.	FAMOUS DAVE'S and Design	85840923	02/05/13	4406355	09/24/13
Famous Dave's of America, Inc.	FAMOUS DAVE'S	85840925	02/05/13	4399871	09/10/13
Famous Dave's of America, Inc.	FAMOUS DAVE'S	85978664	08/27/10	4313224	04/02/13