

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344621

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Poblano Grill Franchise Systems LLC		06/10/2015	LIMITED LIABILITY COMPANY: OKLAHOMA
S&B Burger Joint Franchise Systems LLC		06/10/2015	LIMITED LIABILITY COMPANY: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Praesidian Capital Opportunity Fund III, LP		
<b>Street Address:</b>	419 Park Avenue South		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4098552	S&B'S BURGER JOINT GRILLED HOME OF THE "	
<b>Registration Number:</b>	4087655	THE FATTY	
<b>Registration Number:</b>	4233769	POBLANO GRILL	
<b>Registration Number:</b>	2873022	POBLANO GRILL	
<b>Registration Number:</b>	4241686	POBLANO G R I L L	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048156555		
<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>			
<b>Phone:</b>	404-815-6500		
<b>Email:</b>	byates@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Christopher P. Bussert, Esq.		
<b>Address Line 1:</b>	1100 Peachtree Street, Suite 2800		
<b>Address Line 2:</b>	c/o Kilpatrick Townsend & Stockton LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-4528		
<b>ATTORNEY DOCKET NUMBER:</b>	93984/825938		
<b>NAME OF SUBMITTER:</b>	Christopher P. Bussert		

OP \$140.00 4098552

<b>SIGNATURE:</b>	/cpb/
<b>DATE SIGNED:</b>	06/15/2015
<b>Total Attachments: 10</b> source=Trademark and Security Agreement (Executed)#page1.tif source=Trademark and Security Agreement (Executed)#page2.tif source=Trademark and Security Agreement (Executed)#page3.tif source=Trademark and Security Agreement (Executed)#page4.tif source=Trademark and Security Agreement (Executed)#page5.tif source=Trademark and Security Agreement (Executed)#page6.tif source=Trademark and Security Agreement (Executed)#page7.tif source=Trademark and Security Agreement (Executed)#page8.tif source=Trademark and Security Agreement (Executed)#page9.tif source=Trademark and Security Agreement (Executed)#page10.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of June 10, 2015, by (1) **POBLANO GRILL FRANCHISE SYSTEMS LLC**, an Oklahoma limited liability company ("PGFS"), and **S&B BURGER JOINT FRANCHISE SYSTEMS LLC**, an Oklahoma limited liability company ("S&BFS" and, together with PGFS, each, a "Grantor" and, collectively, the "Grantors"); and (2) **PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP**, a Delaware limited partnership ("Fund III"), in its capacity as agent (in such capacity, the "Agent") for the purchaser (the "Lenders") identified in and from time to time party to the Note Purchase Agreement and Security Agreement described below, as Secured Party.

**WHEREAS**, reference is made to that certain Note Purchase Agreement and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**"), by and among each Grantor, Secured Party, in its individual capacity and its capacity as agent thereunder, Praesidian Capital Opportunity Fund III-A, LP, a Delaware limited partnership, PCOF III RI CORP., a Delaware corporation, and PCOF III-A RI CORP., a Delaware corporation.

**WHEREAS**, in consideration of the extensions of credit as set forth in the Note Purchase Agreement each Grantor has agreed to secure all obligations under the Note Purchase Agreement and all other Secured Obligations.

**WHEREAS**, it is a condition precedent to the obligation of the Secured Party to make extensions of credit to the Grantors under the Note Purchase Agreement that the Grantors shall have executed and delivered that certain Pledge Agreement, dated as of June 10, 2015, in favor of the Secured Party (as amended, supplemented, replaced or otherwise modified from time to time, the “Pledge Agreement”) for the benefit of the Secured Party (as defined in the Pledge Agreement).

**WHEREAS**, under the terms of the Pledge Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors, including all successors and assigns, to the Secured Party and have agreed in connection therewith to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

**SECTION 1. DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Pledge Agreement.

**SECTION 2. (1) GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to the Secured Party a security interest and continuing lien on all of such Grantors’ right, title and interest in, to and under all personal

property and Intellectual Property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located:

(a) all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names likeness and biographical data as real, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to in Schedule I hereto as such Schedule may be amended or supplemented from time to time (the Intellectual Property together with the registrations and applications relating thereto, collectively, the “Trademark Collateral”),

(b) the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and

(c) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit.

(2) CERTAIN LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2(1)(a) of this Trademark Security Agreement attach to (a) any lease, license, contract, property rights or agreement to

which each Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity), provided, however, that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, shall attached immediately to any portion of such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) including, without limitation, any proceeds of such lease, license, contract, property rights or agreement; or (b) in any of the outstanding capital stock of a “controlled foreign corporation” (as defined in the Internal Revenue Code of 1986, as amended) in excess of 65% of the voting power of all classes of capital stock of such controlled foreign corporation entitled to vote; provided that immediately upon the amendment of the Internal Revenue Code to allow the pledge of a greater percentage of the voting power of capital stock in a controlled foreign corporation without adverse tax consequences, the Collateral shall include, and the security interest granted by each Grantor shall attach to, such greater percentage of capital stock of each controlled foreign corporation.

SECTION 3. (1) SECURITY FOR OBLIGATIONS. This Trademark Security Agreement secures, and the collateral described in Section 2 (the “Collateral”) is collateral security for, the prompt and complete payment or performance in full when due, whether at

stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

(2) Continuing Liability under Collateral. Notwithstanding anything herein to the contrary, (a) each Grantor shall remain liable for all obligations under the Collateral and nothing contained herein is intended or shall be a delegation of duties to the Secured Party or any Secured Party and (b) each Grantor shall remain liable under each of the agreements included in the Collateral, including, without limitation, any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof and neither the Secured Party nor any Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Agreement or any other document related thereto nor shall the Secured Party nor any Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Collateral, (c) the exercise by the Secured Party of any of its rights hereunder shall not release each Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral.

(3) Termination. Upon the payment in full of all Secured Obligations, the cancellation or termination of the commitments and any other contingent obligation included in the Secured Obligations, the security interest granted hereby shall terminate hereunder and of record and all

rights to the Trademark Collateral shall revert to Grantors. Upon any such termination, the Secured Party shall, at Grantors' expense, execute and deliver to Grantors such documents as Grantors shall reasonably request to evidence such termination.

.SECTION 4. APPLICABLE LAW. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the law of State of New York.

SECTION 5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

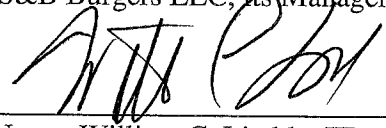
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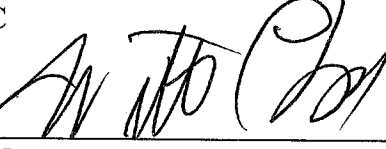
**IN WITNESS WHEREOF**, each Grantor and the Secured Party have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**S&B BURGER JOINT FRANCHISE  
SYSTEMS LLC**

By: S&B Burgers LLC, its Manager

By:   
Name: William C. Liedtke III  
Title: Manager

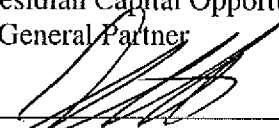
**POBLANO GRILL FRANCHISE SYSTEMS  
LLC**

By:   
Name: William C. Liedtke III  
Title: Manager

Accepted and Agreed:

**PRAESIDIAN CAPITAL OPPORTUNITY  
FUND III, L.P.**

By: Praesidian Capital Opportunity GP III, LLC,  
its General Partner



By:   
Name: Jason D. Drattell  
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 005552 FRAME: 0657**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**A. U.S. Federal Trademark Registrations**

<b>Mark</b>	<b>Status</b>	<b>App. No. Filing Date</b>	<b>Reg. No. Reg. Date</b>	<b>Grantor</b>	<b>Class/Description</b>
S&B's BURGER JOINT GRILLED HOME OF THE "FATTY" (and design)  	Registe red	85342202  Jun 9, 2011	4098552  Feb 14, 2012	S&B Burger Joint Franchise Systems LLC	43 Bar and restaurant services.
THE FATTY	Registe red	85343604  Jun 10, 2011	4087655  Jan 17, 2012	S&B Burger Joint Franchise Systems LLC	43 Bar and restaurant services
POBLANO GRILL	Registe red	85578350  Mar 23, 2012	4233769  Oct 30, 2012	Poblano Grill Franchise Systems, LLC	43 Restaurant services.
POBLANO GRILL	Registe red	78314752  Oct 16, 2003	2873022  Aug 10, 2004	Poblano Grill Franchise Systems, LLC	43 Restaurant services, namely preparing and serving food and beverages for consumption by the public.
POBLANO GRILL (and design)  	Registe red	85580790  Mar 27, 2012	4241686  Nov 13, 2012	Poblano Grill Franchise Systems, LLC	43 Restaurant services.

**B. Oklahoma State Trademark Registrations**

<b>Mark</b>	<b>Status</b>	<b>Reg. No. Reg. Date</b>	<b>Owner</b>	<b>Class/Description</b>
S&B BURGER JOINT	Registered	12324934 Aug 15, 2011	S&B Burger Joint Franchise Systems LLC	00 Restaurant and bar services.
THE FATTY	Registered	12324939 Aug 15, 2011	S&B Burger Joint Franchise Systems LLC	00 Restaurant services
POBLANO GRILL	Registered	12326405 Aug 26, 2011	Poblano Grill Franchise Systems, LLC	00 Restaurant services.