

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THUNDERDOME RESTAURANTS, LLC		06/10/2015	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	MVC CAPITAL, INC.		
Street Address:	201 East Fifth Street		
Internal Address:	Suite 1900		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4624040	THE EAGLE FOOD & BEER HALL	
Registration Number:	4627765	THE EAGLE POST OTR NO. 1342 FOOD & BEER	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<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:	9374436600		
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	Mark P. Levy		
Address Line 1:	10050 Innovation Drive		
Address Line 2:	Suite 400		
Address Line 4:	Dayton, OHIO 45342-4934		
ATTORNEY DOCKET NUMBER:	094043.00002/AMG		
NAME OF SUBMITTER:	Mark P. Levy		
SIGNATURE:	/Mark P. Levy/		
DATE SIGNED:	06/26/2015		
Total Attachments: 3			
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SECURITY AGREEMENT

This Security Agreement is made and entered into on this ~~10th~~ day of June, 2015, by and between MVC CAPITAL, INC., a Delaware corporation ("MVC") and THUNDERDOME RESTAURANTS, LLC, an Ohio limited liability company ("THUNDERDOME").

WHEREAS, THUNDERDOME has delivered to MVC a certain secured promissory note executed on the ~~10th~~ day of JUNE, 2015 payable to MVC (the "Note"). To secure THUNDERDOME's obligations under the Note, THUNDERDOME has agreed to grant MVC a security interest in certain trademark assets until all obligations of THUNDERDOME under the Note are discharged and paid in full; and

WHEREAS, THUNDERDOME is the owner of the trademarks, trademark registrations and applications listed on Exhibit A, and the goodwill symbolized thereby, and the parties wish to document the security interest granted to MVC with respect thereto;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note, THUNDERDOME hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Note, THUNDERDOME grants and pledges to MVC, and its successors and assigns, a security interest in, to and under the trademarks, trademark registrations and applications listed in Exhibit A, and the goodwill embodied therein, and further including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements.

THUNDERDOME authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in their records the existence of the security interest granted hereunder with respect to each of the trademark registrations and applications listed in Exhibit A.

This Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

THUNDERDOME hereby agrees that, upon request, THUNDERDOME will sign all papers, and make all rightful oaths, and do all acts which MVC, its successors or assigns, may consider reasonably necessary to perfect MVC's security interest as set forth herein.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10th day of JUNE, 2015.

THUNDERDOME RESTAURANTS, LLC, an Ohio limited liability company

Signature: _____ *[Handwritten Signature]*

Printed Name: _____ *John Lanni*

Title: _____ *member*

STATE OF OHIO)
COUNTY OF Hamilton) ss:

On this 10th day of June, 2015, before me, a Notary Public in and for the above County and State, personally appeared the above named individual, personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose herein set forth.

Notary Public: _____ *[Handwritten Signature]*



JEFFREY R. KUSH, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.01 B.C.

EXHIBIT A - TRADEMARKS

Mark	Country	Registration No.	Registration Date
THE EAGLE FOOD & BEER HALL	US	4,624,040	10/21/2014
THE EAGLE FOOD & BEER HALL and Design	US	4,627,765	10/28/2014