

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345993

<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>
JJA RESTAURANTS, LLC		06/10/2015	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MVC CAPITAL, INC.		
<b>Street Address:</b>	201 East Fifth Street		
<b>Internal Address:</b>	Suite 1900		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4296374	BAKERSFIELD	
<b>Registration Number:</b>	4325301	BAKERSFIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	9374436600		
<b>Email:</b>	ipdocket@thompsonhine.com		
<b>Correspondent Name:</b>	Mark P. Levy		
<b>Address Line 1:</b>	10050 Innovation Drive		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Dayton, OHIO 45342-4934		
<b>ATTORNEY DOCKET NUMBER:</b>	094043.00002/AMG		
<b>NAME OF SUBMITTER:</b>	Mark P. Levy		
<b>SIGNATURE:</b>	/Mark P. Levy/		
<b>DATE SIGNED:</b>	06/26/2015		
<b>Total Attachments: 3</b>			
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## SECURITY AGREEMENT

This Security Agreement is made and entered into on this 10<sup>th</sup> day of JUNE, 2015, by and between MVC CAPITAL, INC., a Delaware corporation ("MVC") and JJA RESTAURANTS, LLC, an Ohio limited liability company ("JJA").

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

WHEREAS, JJA 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, JJA hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Note, JJA 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.

JJA 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.

JJA hereby agrees that, upon request, JJA 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 10<sup>th</sup> day of JUNE, 2015.

JJA RESTAURANTS, LLC, an Ohio limited liability company

Signature: \_\_\_\_\_

Printed Name: John Lanni

Title: member

STATE OF OHIO )  
 ) ss:  
COUNTY OF HAMILTON )

On this 10<sup>th</sup> 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.

Jeffery E. Russ  
Notary Public

JEFFERY E. RUSS, Attorney at Law  
Notary Public, State of Ohio  
My Commission has an expiration date  
of 12/31/2015 R.O.



EXHIBIT A - TRADEMARKS

Mark	Country	Registration No.	Registration Date
BAKERSFIELD	US	4,296,374	2/26/2013
BAKERSFIELD and Design	US	4,325,301	4/23/2013