

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TCE Management Services, LLC		09/03/2015	LIMITED LIABILITY COMPANY: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Administrative Agent		
Street Address:	One Park Plaza, Suite 600		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3193294	TED'S CAFÉ ESCONDIDO	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	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:	384593-8		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	09/14/2015		
Total Attachments: 7 source=TSA#page1.tif source=TSA#page2.tif source=TSA#page3.tif source=TSA#page4.tif			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 3, 2015, is made by TCE Management Services, LLC (the “Grantor”), in favor of Citizens Bank, N.A. (“Citizens”), as Administrative Agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 3, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the other Loan Parties party thereto, Citizens Bank, N.A., as Administrative Agent for the several financial institutions from time to time party thereto and for itself as a Lender and such Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the 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 and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the 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. The 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 the Grantor, hereby 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 such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted

in any "intent to use" Trademark applications for which a statement of use has not been filed with and accepted by the U.S. Patent and Trademark Office (but only until such statement is filed with and accepted by the U.S. Patent and Trademark Office);

(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, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed with and accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each 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. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern in all respects. Upon termination of the Guaranty and Security Agreement, the Administrative Agent's security interests in the Trademark Collateral shall automatically terminate and the Administrative Agent shall execute, acknowledge and deliver to Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral granted under this Trademark Security Agreement.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor retains full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses 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. Delivery of an executed signature page of this Trademark Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

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, each 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,

TCE MANAGEMENT SERVICES, LLC,
an Oklahoma limited liability company

By: Albert Lejarza
Name: Albert Lejarza
Title: President

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK, N.A.
as Administrative Agent

By: _____
Name:
Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, each 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,

**TED'S CAFÉ ESCONDIDO HOLDINGS,
INC.**, a Delaware corporation

By: _____
Name: Keith Miller
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK, N.A.
as Administrative Agent

By: _____
Name: THOMAS HUNG
Title: SENIOR VICE PRESIDENT

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

1. United States Trademark Reg. No. 3,193,294 for the “Ted’s Café Escondido” mark, with TCE Management Services, LLC as the sole owner. The registration date for this trademark was January 2, 2007.
2. Oklahoma Trademark Reg. No. 12103234 for the “Ted’s Café Escondido” mark, expiring 04/20/2016, with TCE Management Services, LLC as the sole owner. The registration date for this trademark was April 20, 2006.

IP LICENSES

1. Trademark License Agreement, dated June 21, 2013, between TCE I, L.L.C. and Ted’s Cafe Escondido Holdings, Inc., as assigned to TCE Management Services, LLC
2. Trademark License Agreement, dated June 21, 2013, between TCE II, L.L.C. and Ted’s Cafe Escondido Holdings, Inc., as assigned to TCE Management Services, LLC
3. Trademark License Agreement, dated June 21, 2013, between TCE III, LLC and Ted’s Cafe Escondido Holdings, Inc., as assigned to TCE Management Services, LLC
4. Trademark License Agreement, dated June 21, 2013, between TCE IV, LLC and Ted’s Cafe Escondido Holdings, Inc., as assigned to TCE Management Services, LLC
5. Trademark License Agreement, dated June 21, 2013, between TCE V, LLC and Ted’s Cafe Escondido Holdings, Inc., as assigned to TCE Management Services, LLC
6. Trademark License Agreement, dated June 21, 2013, between TCE Original, LLC and Ted’s Cafe Escondido Holdings, Inc., as assigned to TCE Management Services, LLC
7. Trademark License Agreement, dated October 16, 2013, between TCE – Del City, LLC and Ted’s Cafe Escondido Holdings, Inc., as assigned to TCE Management Services, LLC
8. Trademark License Agreement, dated October 16, 2013, between TCE - Lawton, LLC and Ted’s Cafe Escondido Holdings, Inc., as assigned to TCE Management Services, LLC
9. Trademark License Agreement, dated March 26, 2014, between TCE Corbin Park, LLC and Ted’s Cafe Escondido Holdings, Inc., as assigned to TCE Management Services, LLC

10. Trademark License Agreement, dated March 26, 2014, between TCE Kansas Holdings, LLC and Ted's Cafe Escondido Holdings, Inc., as assigned to TCE Management Services, LLC
11. Trademark License Agreement, dated November 7, 2014, between TCE Shoal Creek, LLC and Ted's Cafe Escondido Holdings, Inc., as assigned to TCE Management Services, LLC
12. Trademark License Agreement, dated November 7, 2014, between TCE Council Road, LLC and Ted's Cafe Escondido Holdings, Inc., as assigned to TCE Management Services, LLC
13. Trademark License Agreement, dated November 7, 2014, between TCE Lee's Summit, LLC and Ted's Cafe Escondido Holdings, Inc., as assigned to TCE Management Services, LLC