

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HI LIMITED PARTNERSHIP		09/14/2015	LIMITED PARTNERSHIP: FLORIDA
RECEIVING PARTY DATA			
Name:	Citibank N.A.		
Street Address:	388 Greenwich St.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86541235	HOOTS	
Serial Number:	86541319	HOOTS A HOOTERS JOINT	
Serial Number:	86636146	HOOTERS GEAR	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127353000		
Email:	sara.mooney@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Megan Manfred		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	168920/2		
NAME OF SUBMITTER:	Megan Manfred		
SIGNATURE:	/Megan Manfred/		
DATE SIGNED:	09/16/2015		
Total Attachments: 4			
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**SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

This SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice") is made and entered into as of September [], 2015 by and between HI LIMITED PARTNERSHIP, a Florida limited partnership located at 1815 The Exchange SE, Atlanta, Georgia, 30339 ("Grantor"), in favor of CITIBANK, N.A., a national banking association ("Citibank"), as trustee located at 388 Greenwich Street, New York, New York, 10013 ("Trustee").

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and the goodwill connected with the use of or symbolized by such Trademarks; and

WHEREAS, pursuant to the Base Indenture, dated as of August 12, 2014, by and among HOA Holdco, LLC, a Delaware limited liability company, HOA Systems, LLC, a Delaware limited liability company, HOA Funding, LLC, a Delaware limited liability company, HOA Restaurant Holder, LLC, a Delaware limited liability company, HOA Maryland Restaurant Holder, LLC, a Delaware limited liability company, HOA Kansas Restaurant Holder, LLC, a Kansas limited liability company, DW Restaurant Holder, LLC, a Delaware limited liability company, TW Restaurant Holder, LLC, a Delaware limited liability company, HOA Towson, LLC, a Delaware limited liability company, HOA Laurel, LLC, a Delaware limited liability company, HOA Waldorf, LLC, a Delaware limited liability company, HOA IP GP, LLC, a Delaware limited liability company, and Grantor and Citibank, as Trustee and Securities Intermediary (the "Base Indenture"), to secure the Obligations, Grantor has granted to the Trustee for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under certain intellectual property of Grantor, including the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks, and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation thereof occurring prior to, on or after the Closing Date, and to collect all damages, settlements and proceeds relating thereto (except to the extent that a licensee or sublicensee has such rights under its respective license agreement), and, the Grantor's right to receive the IP License Fees and other recoveries, if any, under the IP License Agreements and the Founders License Agreements (collectively the "Trademark Collateral"); and

WHEREAS, pursuant to Section 8.25(c) of the Base Indenture, Grantor agreed to execute and deliver to the Trustee this Notice for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted under the Base Indenture;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Base Indenture, which are incorporated by reference as if fully set forth herein, the parties agree as follows:

1. Capitalized terms used in this Notice (including the preamble and the recitals hereto), and not defined in this Notice, shall have the meanings assigned to such terms in Annex A attached to the Base Indenture.

2. To secure the Obligations, Grantor hereby grants to the Trustee, for the benefit of the Secured Parties, a security interest in Grantor's right, title and interest in, to and under the Trademark Collateral, to the extent now owned or at any time hereafter acquired by Grantor; *provided that* the grant of security interest hereunder shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including intent-to-use applications filed with the PTO pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), *provided that* at such time that the grant and/or enforcement of the security interest would not cause such application to be invalidated, cancelled, voided or abandoned, such Trademark application will not be excluded from the Notice.

3. The parties intend that this Notice is for recordation purposes. The terms of this Notice shall not modify the applicable terms and conditions of the Base Indenture, which governs the Trustee's interest in the Trademark Collateral and which shall control in the event of any conflict. Grantor hereby acknowledges the sufficiency and completeness of this Notice to create a security interest in the Trademark Collateral in favor of the Trustee for the benefit of the Secured Parties, and Grantor hereby requests the PTO to file and record this Notice together with the annexed Schedule 1.

4. Grantor and Trustee hereby acknowledge and agree that the grant of security interest in, to and under the Trademark Collateral made hereby may be terminated only in accordance with the terms of the Base Indenture and shall terminate automatically upon the termination of the Base Indenture.

5. THIS NOTICE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

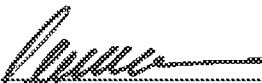
6. This Notice may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the undersigned has caused this SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS to be duly executed by its duly authorized officer as of the date and year first written above.

HI LIMITED PARTNERSHIP

By: HOA IP GP, LLC, as general partner

By: 
Name: Claudia Levitas
Title: Chief Legal Officer

**Schedule 1
Trademarks**

Mark	Country	Filing Date	Appl. Ser. No.	Classes
HOOTS	US	February 20, 2015	85/542,235	043: Bar services; Catering services; Restaurant and bar services, including restaurant carryout services; Restaurant service
HOOTS & HOOTERS JOINT	US	February 20, 2015	85/542,218	043: Bar services; Catering services; Restaurant and bar services, including restaurant carryout services; Restaurant service
HOOTERS GEAR	US	May 20, 2015	85/526,146	035: On-line retail gift shops; On-line retail store services featuring apparel and souvenirs
HOOTERS & Design (new logo) 	US	June 26, 2015	3526854	30: Services