

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Greene Turtle Franchising Corporation		10/13/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Arrowpoint Agency Services, LLC, as administrative agent		
Street Address:	340 Madison Ave.		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2862093	THE GREENE TURTLE	
Registration Number:	2777728	THE GREENE TURTLE	
Registration Number:	2761598	THE GREENE TURTLE	
Registration Number:	2777730		
Registration Number:	2777729	THE GREENE TURTLE	
Registration Number:	1685665	THE GREENE TURTLE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Jon Spritz		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166-4193		
ATTORNEY DOCKET NUMBER:	86697.3		
NAME OF SUBMITTER:	Jon Spritz		

CH \$165.00 2862093

SIGNATURE:	/Jon Sprintz by trademarkny/
DATE SIGNED:	10/15/2015
Total Attachments: 7 source=Greene Turtle - Trademark Security Agreement (EXECUTED)#page1.tif source=Greene Turtle - Trademark Security Agreement (EXECUTED)#page2.tif source=Greene Turtle - Trademark Security Agreement (EXECUTED)#page3.tif source=Greene Turtle - Trademark Security Agreement (EXECUTED)#page4.tif source=Greene Turtle - Trademark Security Agreement (EXECUTED)#page5.tif source=Greene Turtle - Trademark Security Agreement (EXECUTED)#page6.tif source=Greene Turtle - Trademark Security Agreement (EXECUTED)#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 13, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Arrowpoint Agency Services, LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 13, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among The Greene Turtle Franchising Corporation, as the Borrower Representative and a Borrower, the other Borrowers and Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Arrowpoint Agency Services, LLC, as Agent for the 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, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Credit Party (other than such Grantor); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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;

(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.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume 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.

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.

THE GREENE TURTLE FRANCHISING CORPORATION, as Grantor

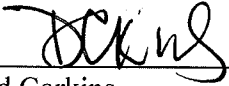
By: _____
Name: Robert J. Barry, Jr.
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005646 FRAME: 0156**

ACCEPTED AND AGREED
as of the date first above written:

ARROWPOINT AGENCY SERVICES, LLC,
as Agent

By: 
Name: David Corkins
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005646 FRAME: 0157

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Serial/Reg. No	Filing/Reg. Date	Country	Owner (current)
THE GREENE TURTLE	App 76472641 Reg 2862093	App 04-DEC- 2002 Reg 13-JUL-2004	U.S.	THE GREENE TURTLE FRANCHISING CORPORATION
THE GREENE TURTLE	App 76472642 Reg 2777728	App 04-DEC- 2002 Reg 28-OCT- 2003	U.S.	THE GREENE TURTLE FRANCHISING CORPORATION ¹
THE GREENE TURTLE	App 76472643 Reg 2761598	App 04-DEC- 2002 Reg 09-SEP-2003	U.S.	THE GREENE TURTLE FRANCHISING CORPORATION ¹
	App 76472647 Reg 2777730	App 04-DEC- 2002 Reg 28-OCT- 2003	U.S.	THE GREENE TURTLE FRANCHISING CORPORATION ¹
	App 76472646 Reg 2777729	App 04-DEC- 2002 Reg 28-OCT- 2003	U.S.	THE GREENE TURTLE FRANCHISING CORPORATION ¹
	App 74090618 Reg 1685665	App 23-AUG- 1990 Reg 05-MAY- 1992	U.S.	THE GREENE TURTLE FRANCHISING CORPORATION ¹

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

1. License agreement, dated as of May 23, 2007, between the Company and GT Apparel, Inc.

2. License agreement, dated as of May 23, 2007, between the Company and Tees & Ess Corporation, Inc.
3. License agreement, dated as of May 23, 2007, between the Company and Greene Turtle West, Inc.
4. License agreement, dated as of June 28, 2007, between the Company and Po Do Pac, Inc.
5. Joint Venture Arrangements for GT Franklin Square Partners LLC.
6. Joint Venture Arrangements for GT Federal Hill, LLC.
7. Joint Venture Arrangements for GT Westminster, LLC.
8. Joint Venture Arrangements for GT White Marsh, LLC.
9. Joint Venture Arrangements for GT East Meadow Partners LLC.
10. Franchise Agreement, effective February 1, 2007, between the Company and Mike Murray
11. Franchise Agreement, effective March 16, 2007, between the Company and GT of Calvert, LLC
12. Franchise Agreement, effective December 17, 2008, between the Company and Hagerstown GT, LLC
13. Franchise Agreement, effective January 22, 2009, between the Company and GT Aberdeen, LLC
14. Franchise Agreement, effective August 24, 2009, between the Company and Owings Mills GT, LLC
15. Franchise Agreement, effective September 23, 2009, between the Company and GT Rehoboth Beach, LLC
16. Franchise Agreement, effective April 12, 2009, between the Company and Miguel Pagano
17. Franchise Agreement, effective April 15, 2010, between the Company and Hunt Valley GT, LLC
18. Franchise Agreement, effective February 17, 2011, between the Company and Harvest GT-Dulles, LLC
19. Franchise Agreement, effective November 6, 2009, between the Company and GT Pasadena, LLC

20. Franchise Agreement, effective February 7, 2001, between the Company and Harvest GT-Ballston, LLC
21. Franchise Agreement, effective February 11, 2011, between the Company and GT Annapolis, LLC
22. Franchise Agreement, effective September 3, 2010, between the Company and GT Fairfax, LLC
23. Franchise Agreement, effective April 22, 2011, between the Company and GT Gambrills, LLC
24. Franchise Agreement, effective January 6, 2012, between the Company and Newark GT, LLC
25. Franchise Agreement, effective December 10, 2010, between the Company and Pusan Investments, LLC
26. Franchise Agreement, effective November 11, 2013, between the Company and GT Rehoboth Avenue, LLC
27. Franchise Agreement, effective November 9, 2012, between the Company and GT Montgomery-Prince George's, LLC
28. Franchise Agreement, effective December 2, 2014, between the Company and GT Westover LLC
29. Franchise Agreement, effective December 15, 2010, among the Company, Robert Frankis and William Frankis