

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361323

| | | | |
|---|---------------------------------------|-------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Barbeque Integrated, Inc. | | 11/05/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Citizens Bank, N.A., as Agent | | |
| Street Address: | 7135 East Camelback Road, Suite 230 | | |
| City: | Scottsdale | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85251 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86534061 | SMOKEY BONES BAR & FIRE GRILL | |
| Serial Number: | 86534058 | SMOKEY BONES BAR & FIRE GRILL | |
| Registration Number: | 4642461 | BUBBLEADE | |
| Registration Number: | 3816730 | THE BONES CLUB | |
| Registration Number: | 3591082 | | |
| Registration Number: | 3591080 | | |
| Registration Number: | 3653655 | SMOKEY BONES BAR & FIRE GRILL | |
| Registration Number: | 3653653 | SMOKEY BONES BAR & FIRE GRILL | |
| Registration Number: | 3653654 | SMOKEY BONES BAR & FIRE GRILL | |
| Registration Number: | 2445137 | SMOKEY BONES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312.577.8034 | | |
| Email: | oscar.ruiz@kattenlaw.com | | |
| Correspondent Name: | Oscar Ruiz c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |

CH \$265.00 86534061

| | |
|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 384593-9 |
| NAME OF SUBMITTER: | Oscar Ruiz |
| SIGNATURE: | /Oscar Ruiz/ |
| DATE SIGNED: | 11/05/2015 |

Total Attachments: 6

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Citizens Bank, N.A. (“Citizens”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “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 November 5, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Barbeque Integrated, Inc., a Delaware corporation (the “Borrower”), Barbeque Holding, LLC, a Delaware limited liability company (“Holdings”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Citizens, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 (other than the Borrower) 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 Secured Obligations (as defined in the Credit Agreement) of Borrower; 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, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower 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 (other than Excluded Property) (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.

Section 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[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,

BARBEQUE INTEGRATED, INC.
as Grantor

By: 
Name: Nicole Milnthorpe
Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK, N.A.
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005661 FRAME: 0649

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,

BARBEQUE INTEGRATED, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK, N.A.
as 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 and Applications for the Registration of Trademarks

| Mark | Jurisdiction | Serial No./ Filing Date | Registration No./ Registration Date | Current Owner of Record |
|--|--------------|----------------------------|--|---------------------------------|
| SMOKEY BONES BAR & FIRE GRILL & DESIGN  | U.S. | 86/534061 2/13/2015 | — | Barbeque Integrated, Inc. |
| SMOKEY BONES BAR & FIRE GRILL & Design  | U.S. | 86/534058 2/13/2015 | — | Barbeque Integrated, Inc. |
| BUBBLEADE | U.S. | 86/113970 11/8/2013 | 4642461 11/18/2014 | Barbeque Integrated, Inc. |
| THE BONES CLUB | U.S. | 77/776183 7/8/2009 | 3816730 7/13/2010 | Barbeque Integrated, Inc. |
| Flame Design  | U.S. | 77/546051 8/13/2008 | 3591082 3/17/2009 | Barbeque Integrated, Inc. |
| Flame Design  | U.S. | 77/546037 8/13/2008 | 3591080 3/17/2009 | Barbeque Integrated, Inc. |

| Mark | Jurisdiction | Serial No./ Filing Date | Registration No./ Registration Date | Current Owner of Record |
|---|--------------|----------------------------|--|---------------------------------|
| SMOKEY BONES BAR & FIRE GRILL & Design  | U.S. | 77/545984 8/13/2008 | 3653655 7/14/2009 | Barbeque Integrated, Inc. |
| SMOKEY BONES BAR & FIRE GRILL | U.S. | 77/545859 8/13/2008 | 3653653 7/14/2009 | Barbeque Integrated, Inc. |
| SMOKEY BONES BAR & FIRE GRILL & Design  | U.S. | 77/545904 8/13/2008 | 3653654 7/14/2009 | Barbeque Integrated, Inc. |
| SMOKEY BONES | U.S. | 75/737834 6/15/1999 | 2445137 4/17/2001 | Barbeque Integrated, Inc. |

IP LICENSES

None