

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Little Woodrow's, LLC		12/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Prudential Insurance Company of America, as Collateral Agent		
Street Address:	2200 Ross Avenue		
Internal Address:	Suite 4300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Insurance Company: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4308774	EDDY'S	
Registration Number:	2403140	FAST EDDIE'S BILLIARDS & NEIGHBORHOOD SA	
Serial Number:	86774534	FAST EDDIE'S	
Registration Number:	4663364	LITTLE WOODROW'S	
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>			
Email:	rfloren@schiffhardin.com		
Correspondent Name:	Rebecca Floren		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 6600		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	04926-0896		
NAME OF SUBMITTER:	Rebecca Floren		
SIGNATURE:	/s/ Rebecca Floren		
DATE SIGNED:	12/29/2015		

OP \$115.00 4308774

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2015, by Little Woodrow's, LLC, a Delaware limited liability company (herein called the "Grantor"), in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, in its capacity as collateral agent (together with its successors in such capacity, the "Collateral Agent") for the Holders.

WITNESSETH:

WHEREAS, the Grantor and various subsidiaries thereof have entered into a Note Purchase and Revolving Credit Agreement dated as of December 22, 2015 (herein called the "Note Agreement");

WHEREAS, as a condition to the Purchasers entering into the financing arrangements proposed by the Note Agreement, the Grantor has executed and delivered to the Collateral Agent, for itself and the ratable benefit of the Holders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for itself and the ratable benefit of the Holders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, to secure the payment of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement. In addition, the following term shall have the meaning herein specified:

"Mark License" means rights under any written agreement now owned or hereafter acquired by the Grantor granting any right to use any Mark.

2. **GRANT OF SECURITY INTEREST IN MARK COLLATERAL.** As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Secured Obligations, whether now existing or hereafter arising and howsoever evidenced, the Grantor hereby assigns, transfers and grants to the Collateral Agent and hereby creates in favor of the Collateral Agent, for the benefit of the Secured Parties, a continuing Lien on and first priority security interest in, and right of set-off against, all of the right, title and interest of the Grantor, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Mark Collateral"):

(a) all of its Marks and Mark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Mark and each Mark License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Mark or Mark licensed under any Mark License or (ii) injury to the goodwill associated with any Mark or any Mark licensed under any Mark License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for itself and the ratable benefit of the Holders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Mark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original but all of which together shall constitute one instrument.

5. **APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK (EXCLUDING ANY CONFLICTS OF LAW RULES WHICH WOULD OTHERWISE CAUSE THIS TRADEMARK SECURITY AGREEMENT TO BE CONSTRUED OR ENFORCED IN ACCORDANCE WITH, OR THE RIGHTS OF THE PARTIES TO BE GOVERNED BY, THE LAWS OF ANY OTHER JURISDICTION).**

[Signature page follows]

IN WITNESS WHEREOF, the 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.

LITTLE WOODROW'S, LLC

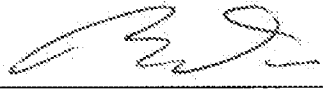
By Robert W. Wilson
Name: Robert W. Wilson
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005697 FRAME: 0266

ACCEPTED AND ACKNOWLEDGED BY:

**THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA**, as Collateral
Agent

By:  _____
Vice President *WAB*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademarks

<u>Trademark</u>	<u>Application Date and No.</u>	<u>Registration Date and No.</u>	<u>Status</u>
EDDY'S	85/690,036 07/30/2012	4,308,774 03/26/2013	Registered
FAST EDDIE'S BILLIARDS & NEIGHBORHOOD SALOON	75/459,239 03/30/1998	2,403,140 11/14/2000	Registered
FAST EDDIE'S	86/774,534 10/01/2015	N/A	Application
"Little Woodrow's" words only	86/285,256 05/19/2014	4,663,364 12/30/2014	Registered

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