

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367907

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Best Restaurant Equipment & Design, Inc.		12/30/2015	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Merchants Bank, National Association		
<b>Street Address:</b>	3650 Olentangy River Road		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43214		
<b>Entity Type:</b>	National banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4360615	BEST RESTAURANT EQUIPMENT & DESIGN, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6142272100		
<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>			
<b>Phone:</b>	6142272080		
<b>Email:</b>	ipdocket@porterwright.com		
<b>Correspondent Name:</b>	Belinda L. Reynolds		
<b>Address Line 1:</b>	41 S. High Street		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>ATTORNEY DOCKET NUMBER:</b>	4010723-203363		
<b>NAME OF SUBMITTER:</b>	Richard M. Mescher		
<b>SIGNATURE:</b>	/richard m. mescher/		
<b>DATE SIGNED:</b>	01/05/2016		
<b>Total Attachments: 5</b>			
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**SHORT FORM TRADEMARK SECURITY AGREEMENT**, dated as of December 31, 2015, by BEST RESTAURANT EQUIPMENT & DESIGN, INC., an Ohio corporation (“*Borrower*”), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to *Section 7.9 (Additional Grantors)* of the Security Agreement referred to below (together with Borrower, each a “*Grantor*” and, collectively, the “*Grantors*”) in favor of FIRST MERCHANTS BANK, NATIONAL ASSOCIATION (“*Lender*”).

**WITNESSETH:**

WHEREAS, pursuant to the Business Loan Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “*Loan Agreement*”) between Borrower and Lender, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of Lender (the “*Security Agreement*”) pursuant to which the Grantors are required to execute and deliver this Short Form Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to continue to make extensions of credit to Borrower thereunder, each Grantor hereby agrees with Lender as follows:

**Section 1. Defined Terms.** Unless otherwise defined herein, capitalized terms defined in the Loan Agreement or in the Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Security Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally mortgages, pledges and hypothecates to Lender, and grants to Lender 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 Trademark Licenses to which it is a party, including without limitation those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**Section 3. Security Agreement.** The security interest granted pursuant to this Short Form Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Short Form Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTOR:

**BEST RESTAURANT EQUIPMENT & DESIGN,  
INC., AN OHIO CORPORATION**

By: 

James V. Hanson, President

[SIGNATURE PAGE TO SHORT FORM TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005701 FRAME: 0737**

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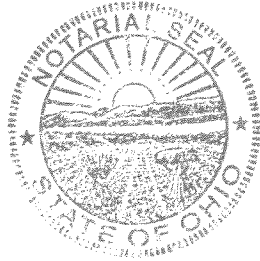
ACKNOWLEDGEMENT OF GRANTORS

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF FRANKLIN         )

On this 30th day of December, 2015, before me personally appeared James V. Hanson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BEST RESTAURANT EQUIPMENT & DESIGN, INC., an Ohio corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

*Lynn P. Oberdier*

Notary Public



Lynn P. Oberdier  
Notary Public, State of Ohio  
My Commission Expires 05-04-2016

ACCEPTED AND AGREED  
as of the date first above written:

FIRST MERCHANTS BANK, NATIONAL ASSOCIATION

By:   
Name: Rose Roman  
Title: Vice President

[SIGNATURE PAGE TO SHORT FORM TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005701 FRAME: 0739**

SCHEDULE I  
TO  
SHORT FORM TRADEMARK SECURITY AGREEMENT

*Trademark Registrations*

A. REGISTERED TRADEMARKS

Service Mark: Best Restaurant Equipment & Design, Inc.  
Reg. No.: 4,360,615  
Registration Date: July 2, 2013

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

None