

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368348

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|---|-----------------------------------|------------------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HMR ACQUISITION COMPANY, INC. | | 01/04/2016 | CORPORATION: INDIANA |
| BARBICI, LLC | | 01/04/2016 | LIMITED LIABILITY COMPANY: INDIANA |
| LA SENORITA FRANCHISE COMPANY | | 01/04/2016 | CORPORATION: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | GE CAPITAL BANK | | |
| Street Address: | 8377 East Hartford Drive | | |
| Internal Address: | Suite 200 | | |
| City: | Scottsdale | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85255 | | |
| Entity Type: | industrial loan corporation: UTAH | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 75638724 | HACIENDA | |
| Serial Number: | 86106668 | BAR BICI ITALIAN STREET FOOD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4023461148 | | |
| <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: | 402-346-6000 | | |
| Email: | bridget.stuhr@kutakrock.com | | |
| Correspondent Name: | Bridget Stuhr | | |
| Address Line 1: | 1650 Farnam Street | | |
| Address Line 4: | Omaha, NEBRASKA 68102 | | |
| ATTORNEY DOCKET NUMBER: | 1482201-785 | | |
| NAME OF SUBMITTER: | Bridget M Stuhr | | |
| SIGNATURE: | /Bridget M Stuhr/ | | |

OP \$65.00 75638724

| | |
|---------------------|------------|
| DATE SIGNED: | 01/07/2016 |
|---------------------|------------|

Total Attachments: 5

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SHORT-FORM IP SECURITY AGREEMENT

THIS SHORT-FORM IP SECURITY AGREEMENT (as amended from time to time, the "*Short Form Agreement*") is made and entered into as of January 4, 2016 by HMR ACQUISITION COMPANY, INC., an Indiana corporation ("*HMR*"), and BARBICI, LLC, an Indiana limited liability company ("*BarBici*") (each are referred to herein as "*Grantor*"), and (each a "*Borrower*", with references to "*Borrower*" meaning each Borrower), and LA SENORITA FRANCHISE COMPANY, a Michigan corporation ("*Subsidiary Guarantor*"; each Borrower and Subsidiary Guarantor are referred to herein as "*Grantor*") and GE CAPITAL BANK, a Utah industrial loan corporation ("*Lender*"), as the secured party on behalf itself and each Secured Swap Provider.

PRELIMINARY STATEMENTS:

A. Pursuant to that certain Amended and Restated Loan Agreement dated March 24, 2014 between HMR, BarBici, and LAS ACQUISITION COMPANY, INC., an Indiana corporation (collectively, the "*Borrower*"), and Lender (as the same may be amended, supplemented, extended or renewed from time to time, the "*Loan Agreement*"), Lender made certain loans to Borrower (each, a "*Loan*"). Borrower has requested that Lender modify the terms and conditions of the Loans as provided in the Loan Modification Agreement dated as of the date hereof. Pursuant to the terms of the Loan Agreement, Lender is making or has made certain loans to Borrower in the original principal amount of up to \$19,508,945.80, as such amount may be increased by an additional amount up to \$10,000,000 as provided therein. Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Loan Agreement.

B. It is a condition precedent to Lender modifying the Loan that Grantor and Lender enter into this Short Form Agreement to further evidence the grant of the security interests in such Grantor's Intellectual Property to Lender and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Loan Agreement.

AGREEMENT:

1. Security Interest. Subject to the terms and conditions of the Loan Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Grantor hereby grants to Lender, for the benefit of itself and any Secured Swap Provider, a security interest in and lien upon all of such Grantor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached *Exhibit A*, and any and all goodwill of such Grantor connected with the use of and symbolized by the trademarks.

2. Grant of License. Subject to the terms and conditions of the Loan Agreement, each Grantor hereby grants to Lender, for the benefit of itself and any Secured Swap Provider, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Grantor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Grantor, including, without limitation, the trademarks listed on the attached *Exhibit A*, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Lender's security interest in the Collateral.

3. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Loan Agreement are incorporated by reference into this Short Form Agreement. This Short Form Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Loan Agreement in any respect. The security interest granted pursuant to

this Short-Form IP Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreements and each Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreements and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Short Form Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the date written on the first page of this Short Form Agreement.

GRANTORS:

HMR ACQUISITION COMPANY, INC., an Indiana corporation

By: Tamara L. Boetsma, CEO

Tamara L. Boetsma
Chief Executive Officer

BARBICI, LLC, an Indiana limited liability company

By: Tamara L. Boetsma, CEO

Tamara L. Boetsma
Chief Executive Officer

LENDER:

GE CAPITAL BANK, a Utah industrial loan corporation

By: _____

Printed Name: _____

Its Authorized Signatory

EXECUTED as of the date written on the first page of this Short Form Agreement.

GRANTORS:

HMR ACQUISITION COMPANY, INC., an Indiana corporation

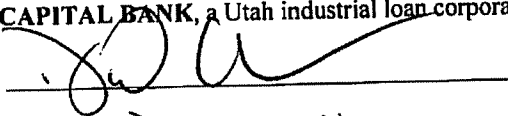
By: _____
Tamara L. Boetsma
Chief Executive Officer

BARBICI, LLC, an Indiana limited liability company

By: _____
Tamara L. Boetsma
Chief Executive Officer

LENDER:

GE CAPITAL BANK, a Utah industrial loan corporation

By: _____


Printed Name: Daniel Nunes
Its Authorized Signatory

EXHIBIT A
INTELLECTUAL PROPERTY

Intellectual Property owned by Debtor:

A) Registered United States Trademarks:

| TRADEMARK | REGISTRATION (SERIAL NUMBER) | REGISTRATION DATE |
|------------------------------|-------------------------------------|--------------------------|
| Hacienda | 2,466,961 (Serial No.: 75-638724) | July 10, 2001 |
| Bar Bici Italian Street Food | 4,646,490 (Serial No.: 86-106668) | November 25, 2014 |