

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primanti Bros. Restaurant Corporation		04/20/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4159852	ALMOST FAMOUS	
Registration Number:	4227987	HOME OF THE ORIGINAL PITTSBURGH SANDWICH	
Registration Number:	4159844	PITTS-BURGER	
Registration Number:	4159845		
Registration Number:	2569734	PRIMANTI BROTHERS PIZZA	
Registration Number:	2593868	PRIMANTI	
Registration Number:	2013923	PRIMANTI BROTHERS RESTAURANT	
Serial Number:	86880601	PRIMANTI BROS.	
Serial Number:	86880700	#2 BEST SELLER	
Serial Number:	86875739	BROTHERS BURGER	
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 W. Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$265.00 4159852

ATTORNEY DOCKET NUMBER:	384593-13
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	04/21/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 20, 2016, is made by PRIMANTI BROS. RESTAURANT CORPORATION, a Pennsylvania corporation ("Grantor"), 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 Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 20, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Persons party thereto that are designated as a "Credit Party", Citizens, as Agent for the several financial institutions from time to time party thereto and for itself as a Lender (including as Swingline Lender) and such Lenders, and 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, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the 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 and the Agent to enter into the Credit Agreement and to induce the Lenders to make their extensions of credit to the Borrower thereunder, Grantor hereby agrees with the 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. 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 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, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

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 the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event that any provisions of this Trademark Security Agreement are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern in all respects. Upon termination of the Guaranty and Security Agreement, the Agent's security interests in the Trademark Collateral shall automatically terminate and the Agent shall execute, acknowledge and deliver to Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral granted under this Trademark Security Agreement.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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.

**PRIMANTI BROS. RESTAURANT
CORPORATION**, a Pennsylvania corporation
as Grantor

By: _____


Name: Scott Leya

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

CITIZENS BANK, N.A.

as Agent

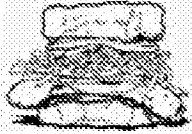
By:  _____

Name: Deidre Lockhart

Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

1. Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date	Registered Owner
ALMOST FAMOUS	85147583	10/7/10	4159852	6/19/12	Primanti Brothers Restaurant Corporation
HOME OF THE ORIGINAL PITTSBURGH SANDWICH	85147656	10/7/10	4227987	10/16/12	Primanti Brothers Restaurant Corporation
PITTS-BURGER	85142990	10/1/10	4159844	6/19/12	Primanti Brothers Restaurant Corporation
Design Only: 	85143247	10/1/10	4159845	6/19/12	Primanti Brothers Restaurant Corporation
PRIMANTI BROTHERS PIZZA	76195968	1/12/01	2569734	5/14/02	Primanti Brothers Restaurant Corporation
PRIMANTI	76134534	9/25/00	2593868	7/16/02	Primanti Bros. Restaurant Corporation
PRIMANTI BROTHERS RESTAURANT	75040523	1/4/96	2013923	11/5/96	Primanti Bros. Restaurant Corporation

2. Trademark Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Applicant
PRIMANTI BROS.	86880601	1/20/16	N/A	N/A	Primanti Brothers Restaurant Corporation
#2 BEST SELLER	86880700	1/20/16	N/A	N/A	Primanti Brothers Restaurant Corporation
BROTHERS BURGER	86875739	1/14/16	N/A	N/A	Primanti Brothers Restaurant Corporation

3. Material Exclusive IP Licenses Granted by Grantor

None.