

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388757

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FSC FRANCHISE CO., LLC		06/21/2016	Limited Liability Company: DELAWARE
BRASS TAP FRANCHISOR, LLC		06/21/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SunTrust Bank, as Administrative Agent
<b>Street Address:</b>	211 Perimeter Center Parkway
<b>Internal Address:</b>	Suite 100
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30346
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
<b>Registration Number:</b>	3817630	"EVERY NEIGHBORHOOD SHOULD HAVE ONE!"
<b>Registration Number:</b>	3821059	BEEF 'O' BRADY'S
<b>Registration Number:</b>	4661759	BEEF 'O' BRADY'S GOOD FOOD, GOOD SPORTS
<b>Registration Number:</b>	1897862	BEEF 'O'BRADY'S
<b>Registration Number:</b>	3316038	BEEF 'O'BRADY'S
<b>Registration Number:</b>	2323415	BEEF'S
<b>Registration Number:</b>	4014357	BEEF'S TO GO!
<b>Registration Number:</b>	3949459	GOOD FOOD, GOOD SPORTS
<b>Registration Number:</b>	3817632	IRISH FOR A DAY BEEF'S FOR LIFE
<b>Registration Number:</b>	3817633	KICKIN' BAYOU BBQ
<b>Registration Number:</b>	4588979	NUCLEAR WING CHALLENGE
<b>Registration Number:</b>	2318368	O'BRADY'S
<b>Registration Number:</b>	4258307	PICK UP A PARTY!
<b>Registration Number:</b>	3817634	SEE YOU AT BEEF'S
<b>Registration Number:</b>	4109290	SHAM-ROCKIN'
<b>Registration Number:</b>	3821061	ST. PRACTICE DAY

OP \$665.00 3817630

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4028822	WHERE GAME TIME MEETS FAMILY TIME
Registration Number:	4421596	GREAT TIMES. WELL CRAFTED.
Registration Number:	4464770	TAPTOBERFEST
Registration Number:	3746490	THE BRASS TAP
Registration Number:	4379395	THE BRASS TAP
Registration Number:	4884716	THE BRASS TAP CRAFT BEER BAR
Serial Number:	87004353	BEEF 'O' BRADY'S EXPRESS
Serial Number:	87004331	BEEF 'O' BRADY'S EXPRESS
Serial Number:	86647675	BEEF'S EXPRESS
Serial Number:	86647611	BEEF'S EXPRESS

**CORRESPONDENCE DATA**

Fax Number: 7045032622

*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.*

Phone: 704 503 2600

Email: vbantug@kslaw.com

Correspondent Name: KING & SPALDING

Address Line 1: 100 N TRYON STREET

Address Line 2: SUITE 3900

Address Line 4: CHARLOTTE, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	06/21/2016

**Total Attachments: 6**

source=SunTrust.FSC - Trademark Security Agreement (execution version)#page1.tif  
source=SunTrust.FSC - Trademark Security Agreement (execution version)#page2.tif  
source=SunTrust.FSC - Trademark Security Agreement (execution version)#page3.tif  
source=SunTrust.FSC - Trademark Security Agreement (execution version)#page4.tif  
source=SunTrust.FSC - Trademark Security Agreement (execution version)#page5.tif  
source=SunTrust.FSC - Trademark Security Agreement (execution version)#page6.tif

**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of June 21, 2016 (this “Trademark Security Agreement”), is made by FSC FRANCHISE CO., LLC, a Delaware limited liability company (“FSC Co”) and BRASS TAP FRANCHISOR, LLC, a Delaware limited liability company (“Brass Tap” and, collectively with FSC Co, the “Grantors”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Creditors (as defined in the Security Agreement referred to below).

**WHEREAS**, FSC FRANCHISE HOLDINGS, LLC, a Delaware limited liability company (the “Borrower”), the Grantors, the guarantors from time to time party thereto, the lenders from time to time party thereto, and the Administrative Agent have entered into that certain Credit Agreement, dated as of June 21, 2016 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantors, have entered into the Security Agreement, dated as of June 21, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Creditors; and

**WHEREAS**, the Security Agreement requires the Grantors to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

**Section 1 Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement.

**Section 2 Grant of Security Interest in Trademark Collateral.** The Grantors, 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 the Grantors, hereby pledge, assign and transfer to the Administrative Agent for the benefit of the Secured Creditors, and grant to the Administrative Agent for the benefit of the Secured Creditors a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks referred to on Schedule I hereto; *provided, however*, that the foregoing grant of security interest will only cover United States “intent to use” trademark applications for which a verified statement of use or an amendment to allege use has been filed with and accepted by the United States Patent and Trademark Office;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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**      **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 4**      **Grantors Remain Liable.** The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

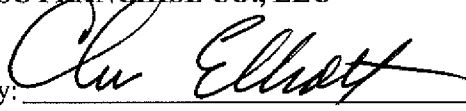
**Section 5**      **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

**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 (without giving effect to the conflict of law principles thereof).

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

**GRANTORS:**

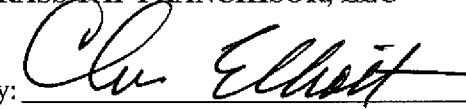
**FSC FRANCHISE CO., LLC**

By: 

Name: Chris Elliott

Title: Chief Executive Officer

**BRASS TAP FRANCHISOR, LLC**

By: 

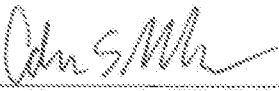
Name: Chris Elliott

Title: Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: 

Name: Adam S Muhib

Title: Vice President






[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005817 FRAME: 0766**

## SCHEDULE I



### Trademarks

#### A. REGISTERED TRADEMARKS

	Mark	Application Number	Application Date	Registration Number	Registration Date	Owner/Company
1)	"EVERY NEIGHBORHOOD SHOULD HAVE ONE!" 	77880541	November 25, 2009	3817630	July 13, 2010	FSC FRANCHISE CO., LLC
2)	BEEF 'O' BRADY'S and Design 	77880511	November 25, 2009	3821059	July 20, 2010	FSC FRANCHISE CO., LLC
3)	BEEF 'O' BRADY'S GOOD FOOD, GOOD SPORTS and Design 	85902335	April 12, 2013	4661759	December 30, 2014	FSC FRANCHISE CO., LLC
4)	BEEF 'O'BRADY'S	74503923	March 18, 1994	1897862	June 6, 1995	FSC FRANCHISE CO., LLC
5)	BEEF 'O'BRADY'S (Stylized) 	77074841	January 3, 2007	3316038	October 23, 2007	FSC FRANCHISE CO., LLC
6)	BEEF'S	75553232	September 15, 1998	2323415	February 29, 2000	FSC FRANCHISE CO., LLC
7)	BEEF'S TO GO! and Design 	77880527	November 25, 2009	4014357	August 23, 2011	FSC FRANCHISE CO., LLC
8)	GOOD FOOD, GOOD SPORTS	77880556	November 25, 2009	3949459	April 19, 2011	FSC FRANCHISE CO., LLC
9)	IRISH FOR A DAY BEEF'S FOR LIFE	77880565	November 25, 2009	3817632	July 13, 2010	FSC FRANCHISE CO., LLC
10)	KICKIN' BAYOU BBQ	77880575	November 25, 2009	3817633	July 13, 2010	FSC FRANCHISE CO., LLC
11)	NUCLEAR WING CHALLENGE	77880584	November 25, 2009	4588979	August 19, 2014	FSC FRANCHISE CO., LLC
12)	O'BRADY'S	75553613	September 15, 1998	2318368	February 15, 2000	FSC FRANCHISE CO., LLC
13)	PICK UP A PARTY!	85253652	February 28, 2011	4258307	December 11, 2012	FSC FRANCHISE CO. LLC
14)	SEE YOU AT BEEF'S	77880592	November 25, 2009	3817634	July 13, 2010	FSC FRANCHISE CO., LLC
15)	SHAM-ROCKIN'	77880600	November 25, 2009	4109290	March 6, 2012	FSC FRANCHISE CO., LLC
16)	ST. PRACTICE DAY	77880607	November 25, 2009	3821061	July 20, 2010	FSC FRANCHISE CO., LLC

	Mark	Application Number	Application Date	Registration Number	Registration Date	Owner/Company
17)	WHERE GAME TIME MEETS FAMILY TIME	85253684	February 28, 2011	4028822	September 20, 2011	FSC FRANCHISE CO., LLC
18)	GREAT TIMES. WELL CRAFTED.	85878498	March 18, 2013	4421596	October 22, 2013	BRASS TAP FRANCHISOR, LLC
19)	TAPTOBERFEST	85771597	November 5, 2012	4464770	January 14, 2014	BRASS TAP FRANCHISOR, LLC
20)	THE BRASS TAP and Design 	77770435	June 29, 2009	3746490	February 9, 2010	BRASS TAP FRANCHISOR, LLC
21)	THE BRASS TAP and Design 	85794305	December 4, 2012	4379395	August 6, 2013	BRASS TAP FRANCHISOR, LLC
22)	THE BRASS TAP CRAFT BEER BAR and Design 	86609312	April 24, 2015	4884716	January 12, 2016	BRASS TAP FRANCHISOR, LLC

**B. TRADEMARK APPLICATIONS**

	Mark	Application Number	Application Date	Owner/Company
1)	BEEF 'O' BRADY'S EXPRESS and Design 	87004353	April 18, 2016	FSC FRANCHISE CO., LLC
2)	BEEF 'O' BRADY'S EXPRESS	87004331	April 18, 2016	FSC FRANCHISE CO., LLC
3)	BEEF'S EXPRESS and Design 	86647675 Intent to Use	June 1, 2015	FSC FRANCHISE CO., LLC
4)	BEEF'S EXPRESS	86647611 Intent to Use	June 1, 2015	FSC FRANCHISE CO., LLC