

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396463

| | | | |
|-----------------------------------|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Boston Market Corporation | | 08/26/2016 | Corporation: DELAWARE |
| 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 Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 32 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4965249 | AT BOSTON MARKET, THE CHICKEN CAME FIRST | |
| Registration Number: | 4587896 | HOLIDAY EXPERTS | |
| Registration Number: | 3931742 | GOODNESS IS SERVED | |
| Registration Number: | 3511498 | BOSTON MARKET | |
| Registration Number: | 3486363 | | |
| Registration Number: | 2156874 | | |
| Registration Number: | 2248593 | BOSTON MARKET | |
| Registration Number: | 2139128 | | |
| Registration Number: | 2138602 | PEOPLE PAGES | |
| Registration Number: | 2161437 | BOSTON MARKET | |
| Registration Number: | 2237987 | | |
| Registration Number: | 2453391 | BOSTONMARKET.COM | |
| Registration Number: | 2131807 | | |
| Registration Number: | 2181724 | BOSTON MARKET | |
| Registration Number: | 2066383 | BOSTON CARVER SANDWICHES | |
| Registration Number: | 2005963 | MEAT LOAF CARVER | |
| Registration Number: | 2005962 | CHICKEN CARVER | |
| Registration Number: | 2005964 | TURKEY CARVER | |
| Registration Number: | 2031466 | BOSTON MARKET HOME STYLE MEALS | |

CH \$815.00 4965249

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------|
| Registration Number: | 1982175 | BOSTON MARKET |
| Registration Number: | 2102511 | BOSTON MARKET |
| Registration Number: | 1997941 | BOSTON CARVER |
| Registration Number: | 1996529 | BOSTON |
| Registration Number: | 2029513 | |
| Registration Number: | 1942467 | |
| Registration Number: | 1940179 | BOSTON MARKET |
| Registration Number: | 1963578 | BOSTON MARKET |
| Registration Number: | 1878751 | ROTISSERIE |
| Registration Number: | 1865024 | BOSTON CHICKEN ROTISSERIE |
| Registration Number: | 1628747 | BOSTON CHICKEN |
| Registration Number: | 1615277 | |
| Registration Number: | 1191424 | MARKET |

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Raquel Haleem |
| SIGNATURE: | /Raquel Haleem/ |
| DATE SIGNED: | 08/26/2016 |

Total Attachments: 8
source=Executed - Boston Market - Trademark Security Agreement#page1.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of August, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **CITIZENS BANK, N.A.**, a national banking association ("Citizens"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 26, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **BOSTON MARKET INTERMEDIATE HOLDING CORP.**, a Delaware corporation ("Parent"), and **BOSTON MARKET CORPORATION**, a Delaware corporation (the "Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Agent, and Citizens, as lead arranger, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 26, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademark registrations and applications for registration of Trademarks, including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, the Trademark Collateral shall not include (x) any asset that does not also constitute Collateral, or (y) any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks that constitute Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration that constitute Collateral in accordance with the terms of the Credit Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed

counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

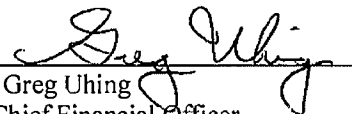
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BOSTON MARKET CORPORATION, a
Delaware corporation

By: 
Name: Greg Uhing
Title: Chief Financial Officer

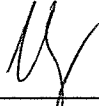
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005864 FRAME: 0118

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CITIZENS BANK, N.A., a national banking
association

By:  _____

Name: Thomas Hung

Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005864 FRAME: 0119

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Grantor | Country | Mark | Application/ Registration No. | App./Reg. Date |
|---------------------------|----------------|--|--|-----------------------|
| Boston Market Corporation | United States | AT BOSTON MARKET, THE CHICKEN CAME FIRST BUT NOW WE'VE GOT THE EGG | 4965249 | 5/24/16 |
| Boston Market Corporation | United States | HOLIDAY EXPERTS | 4587896 | 8/19/14 |
| Boston Market Corporation | United States | GOODNESS IS SERVED | 3931742 | 3/15/11 |
| Boston Market Corporation | United States | BOSTON MARKET | 3511498 | 10/7/08 |
| Boston Market Corporation | United States | <i>Design Only</i> | 3486363 | 8/12/08 |
| Boston Market Corporation | United States | <i>Design Only</i> | 2156874 | 5/12/98 |
| Boston Market Corporation | United States | BOSTON MARKET | 2248593 | 6/1/99 |
| Boston Market Corporation | United States | <i>Design Only</i> | 2139128 | 2/24/98 |
| Boston Market Corporation | United States | PEOPLE PAGES | 2138602 | 2/24/98 |
| Boston Market Corporation | United States | BOSTON MARKET | 2161437 | 6/2/98 |
| Boston Market Corporation | United States | <i>Design Only</i> | 2237987 | 4/13/99 |
| Boston Market Corporation | United States | BOSTONMARKET.COM | 2453391 | 5/22/01 |
| Boston Market Corporation | United States | <i>Design Only</i> | 2131807 | 1/27/98 |

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| Boston Market Corporation | United States | BOSTON MARKET | 2181724 | 8/18/98 |
| Boston Market Corporation | United States | BOSTON CARVER SANDWICHES | 2066383 | 10/18/95 |
| Boston Market Corporation | United States | MEAT LOAF CARVER | 2005963 | 9/11/95 |
| Boston Market Corporation | United States | CHICKEN CARVER | 2005962 | 9/11/95 |
| Boston Market Corporation | United States | TURKEY CARVER | 2005964 | 10/8/96 |
| Boston Market Corporation | United States | BOSTON MARKET HOME STYLE MEALS | 2031466 | 1/21/97 |
| Boston Market Corporation | United States | BOSTON MARKET | 1982175 | 6/25/96 |
| Boston Market Corporation | United States | BOSTON MARKET | 2102511 | 10/7/97 |
| Boston Market Corporation | United States | BOSTON CARVER | 1997941 | 9/3/96 |
| Boston Market Corporation | United States | BOSTON | 1996529 | 8/27/96 |
| Boston Market Corporation | United States | <i>Design Only</i> | 2029513 | 12/6/94 |
| Boston Market Corporation | United States | <i>Design Only</i> | 1942467 | 12/19/95 |
| Boston Market Corporation | United States | BOSTON MARKET | 1940179 | 12/5/95 |
| Boston Market Corporation | United States | BOSTON MARKET | 1963578 | 3/19/96 |
| Boston Market Corporation | United States | ROTISSERIE | 1878751 | 2/14/95 |
| Boston Market Corporation | United States | BOSTON CHICKEN ROTISSERIE | 1865024 | 11/29/94 |
| Boston Market Corporation | United States | BOSTON CHICKEN | 1628747 | 12/18/90 |

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|---------------------------|---------------|--------------------|---------|---------|
| Boston Market Corporation | United States | <i>Design Only</i> | 1615277 | 9/25/90 |
| Boston Market Corporation | United States | MARKET | 1191424 | 3/2/82 |