



DA

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

10/31/2016



PERCE  
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10/28/16

RECORDATION FORM COVER  
TRADEMARKS ONLY

103676192

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Luna Grill Restaurants LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 25, 2016

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: CapitalSpring Agency Services, LLC

Street Address: 950 Third Avenue, 24th Floor

City: New York

State: NY

Country: USA Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

see Schedule A

B. Trademark Registration No.(s)

see Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

see Schedule A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Marina Zelinsky

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas

City: New York

State: NY Zip: 10020

Phone Number: (212) 655-6000

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 11/01/2016 KNGUYENI 00000025 77805067

Authorized User Name: \_\_\_\_\_

9. Signature:

Mitchell L. Garrett  
Signature

Mitchell L. Garrett

Name of Person Signing

October 28, 2016

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005911 FRAME: 0875

**SCHEDULE A  
TO TRADEMARK SECURITY AGREEMENT**

	<b>Owner</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Filing Date</b>
1	Luna Grill Restaurants LLC	Luna Grill	77805067	3767161	August 14, 2009
2	Luna Grill Restaurants LLC	Luna Grill Neighborhood Kabobery	77805074	3767164	August 14, 2009
3	Luna Grill Restaurants LLC	Neighborhood Kabobery	77805062	3767160	August 14, 2009
4	Luna Grill Restaurants LLC	Luna Grill Fresh Mediterranean	86116825	4665823	November 12, 2013
5	Luna Grill Restaurants LLC	The Ultimate Kabobery	85386960	4163655	August 2, 2011
6	Luna Grill Restaurants LLC	Luna Grill – LG – Real Food Crafted With Care	87056742		June 1, 2016
7	Luna Grill Restaurants LLC	Luna Grill Real Food Crafted With Care	87056727		June 1, 2016
8	Luna Grill Restaurants LLC	Real Food Crafted With Care	87056731		June 1, 2016
9	Luna Grill Restaurants LLC	Lunatic Rewards			

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented and/or otherwise modified from time to time, this “*Agreement*”), dated as of October 25, 2016, is among LUNA GRILL RESTAURANTS LLC, a Delaware limited liability company (“*Grantor*”) and CAPITALSPRING AGENCY SERVICES, LLC, a Delaware limited liability company (“*Agent*”), as Agent for the benefit of the Lenders party to that certain Credit Agreement.

### RECITALS

A. Grantor has entered into that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the “*Credit Agreement*”), among PREMIER FOOD CONCEPTS, LLC, a California limited liability company (“*Parent*”), Grantor, the lenders signatory thereto from time to time (collectively, the “*Lenders*”) and Agent, pursuant to which Lenders have agreed, subject to certain terms and conditions, to extend various financial accommodations to Grantor:

B. Pursuant to the Credit Agreement, Grantor grants, pledges and assigns to Agent for the benefit of the Lenders a security interest in, among other assets, the Intellectual Property (as defined in Article 9 of the UCC) owned by Grantor.

C. Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and in order to induce Lenders to extend credit to Grantor pursuant to the Credit Agreement, Grantor agrees, for the benefit of Agent, as follows:

*Section 1. Definitions.* Unless the context otherwise requires, each capitalized term used but not otherwise defined herein has the meaning ascribed thereto in the Credit Agreement.

*Section 2. Grant of Security Interest.* For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance when due of all of the Obligations, Grantor hereby grants, pledges and assigns a security interest to Agent in and to, all of the following, whether now owned or hereafter acquired (collectively, the “*Trademark Collateral*”):

(a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, including without limitation those trademarks listed on

**Schedule A** attached hereto and the goodwill associated therewith (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “*Trademarks*”);

(b) subject to the terms of the Credit Agreement, all rights under or interest in any trademark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, except to the extent where such grant, pledge or assignment is a breach or causes a modification to, or would breach or cause a modification to, with notice, passage of time or both, the terms and conditions of such license agreement (all of the foregoing are hereinafter referred to collectively as the “*Trademark Licenses*”); and

(c) all income, royalties, damages, payments and proceeds at any time due or payable to Grantor under and with respect to any of the foregoing, including, without limitation, all of Grantor’s rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, subject to the terms of any license or other similar agreement, as the case may be.

*Section 3. New Trademarks.* If, before the Obligations shall have been paid in full, Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of **Section 2** shall automatically apply thereto. Grantor shall promptly update **Schedule A** attached hereto as necessary, but no more frequently than once per Fiscal Quarter, and Grantor shall provide written notice to Agent of such updates on a Fiscal Quarterly basis. Grantor authorizes Agent to modify this Agreement by amending **Schedule A** attached hereto to reflect such updates.

*Section 4. Agent’s Right to Sue.* Grantor shall have the right to bring any opposition proceedings, interferences, cancellation proceedings, or lawsuits in its own name to enforce or protect the Trademarks, provided that during the continuance of an Event of Default, Grantor shall seek the prior written consent of Agent, which will not be unreasonably withheld or delayed, in which event Agent may, if necessary, be joined or named as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring or has been adequately indemnified against any risk of liability because of such joinder. Grantor hereby agrees that, notwithstanding anything to the contrary contained herein or in the Credit Documents, as between Grantor and Agent, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with all or any of the Trademark Collateral so long as Grantor is the owner of such Trademark Collateral. Grantor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs, and expenses, including attorneys’ fees, incurred by Agent in the fulfillment of the provisions of this **Section 4**.

*Section 5. Credit Agreement.* This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lenders under the Credit Agreement. The Credit Agreement (and all rights and remedies of each Lender thereunder) shall remain in full force and effect in accordance with its terms and are incorporated herein by this reference.

*Section 6. Release of Security Interest.* Upon the payment in full of the Obligations or otherwise in accordance with the terms of the Credit Agreement, the Trademark Collateral shall be released from the security interest granted hereby and in the Credit Agreement and all obligations of Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all right, title and interest in and to the Trademark Collateral shall revert to Grantor. At the request and expense of Grantor, Agent shall promptly execute and deliver to Grantor all instruments and other documents as may be reasonably necessary to release the security interest in and to the Trademark Collateral that has been granted hereunder.

*Section 7. Acknowledgment.* Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated herein by this reference.

*Section 8. Credit Document.* This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


*Section 9. Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

*Section 10. CHOICE OF LAW, VENUE, JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER SET FORTH IN THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE, MUTATIS MUTANDIS.*

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

CAPITALSPRING AGENCY SERVICES, LLC,  
as Agent

By:   
Name: Richard Fitzgerald  
Title: Managing Partner

LUNA GRILL RESTAURANTS LLC,  
as Grantor


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

CAPITALSPRING AGENCY SERVICES, LLC,  
as Agent

LUNA GRILL RESTAURANTS LLC,  
as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: Sean Porteyman  
Title: CEO

*Trademark Security Agreement*