

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404237

|   |   |                       |                            |
|---|---|-----------------------|----------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |                            |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                       |                            |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                            |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b>         |
| OCM Development, LLC  |   | 10/20/2016            | Limited Liability Company: |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                            |
| <b>Name:</b>  | City National Bank                          |                       |                            |
| <b>Street Address:</b>  | 555 South Flower Street                     |                       |                            |
| <b>City:</b>  | Los Angeles                                 |                       |                            |
| <b>State/Country:</b>   | CALIFORNIA                                  |                       |                            |
| <b>Postal Code:</b>   | 90071                                       |                       |                            |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                       |                            |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                            |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |                            |
| <b>Registration Number:</b>   | 3997969                                     | TWISTED ROOSTER       |                            |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                            |
| <b>Fax Number:</b>  |   |                       |                            |
| <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> |   |                       |                            |
| <b>Phone:</b>   | 402-346-6000                                |                       |                            |
| <b>Email:</b>   | patrick.stephenson@kutakrock.com            |                       |                            |
| <b>Correspondent Name:</b>  | Patrick C. Stephenson                       |                       |                            |
| <b>Address Line 1:</b>  | 1650 Farnam Street                          |                       |                            |
| <b>Address Line 4:</b>  | Omaha, NEBRASKA 68102                       |                       |                            |
| <b>NAME OF SUBMITTER:</b>   | Patrick C. Stephenson                       |                       |                            |
| <b>SIGNATURE:</b>   | /Patrick C. Stephenson/                     |                       |                            |
| <b>DATE SIGNED:</b>   | 11/02/2016                                  |                       |                            |
| <b>Total Attachments: 4</b>   |   |                       |                            |
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| source=Short Form IP Security Agreement#page2.tif   |   |                       |                            |
| source=Short Form IP Security Agreement#page3.tif   |   |                       |                            |
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OP \$40.00 3997969

## SHORT-FORM IP SECURITY AGREEMENT

THIS SHORT-FORM IP SECURITY AGREEMENT (this "*Short Form Agreement*") is made and entered into as of October 10, 2016 by OCM DEVELOPMENT, LLC, a Michigan limited liability company ("*Borrower*"), and CITY NATIONAL BANK, as Administrative Agent, on behalf of the Lenders from time to time party to the Credit Agreement (as defined below), including any successor administrative agent under the Credit Agreement ("*Administrative Agent*").

### PRELIMINARY STATEMENTS:

Pursuant to a Credit Agreement dated as of the date of this Agreement among Administrative Agent, the Lenders party thereto ("*Lenders*"), Borrower and certain affiliates of Borrower, and one or more additional parties (as the same may be amended, supplemented, extended or renewed from time to time, the "*Credit Agreement*"), Lenders have agreed to make certain loans to Borrower and certain affiliates of Borrower described in the Credit Agreement (collectively, the "*Loans*"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Credit Agreement.

Pursuant to the Credit Agreement, Borrower and Administrative Agent have agreed to enter into this Short Form Agreement to evidence the grant of the security interests in Borrower's Intellectual Property to Administrative Agent and certain other rights with respect to Borrower's Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

### AGREEMENT:

1. Security Interest. Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, Borrower hereby grants to Administrative Agent, for the benefit of Lenders, a security interest in and Lien upon all of Borrower'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 the Borrower connected with the use of and symbolized by the trademarks.

2. Grant of License. For the purpose of enabling Administrative Agent to exercise rights and remedies under the Security Agreement and the other Loan Documents (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, assign, convey, transfer or grant options to purchase any Collateral) at such time as Administrative Agent shall be lawfully entitled to exercise such rights and remedies, Borrower hereby grants to Administrative Agent, for the benefit of the Secured Parties, an irrevocable, nonexclusive, worldwide license in the Intellectual Property (exercisable without payment of royalty or other compensation to Borrower), including in such license the right to sublicense, use and practice any Intellectual Property now owned or hereafter acquired by Borrower and access to all media in which any of the licensed items may be recorded or stored and to all software and programs used for the compilation or printout thereof.

3. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Security Agreement and the Credit 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 Security Agreement or the Credit Agreement in any respect.

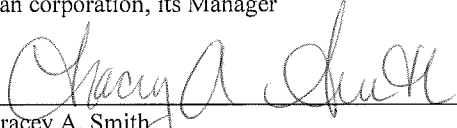
4. Counterparts. This Short Form Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

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

**BORROWER:**

**OCM DEVELOPMENT, LLC**, a Michigan limited liability company

By: **MERITAGE HOSPITALITY GROUP INC.**, a Michigan corporation, its Manager

By:   
Tracey A. Smith  
Vice President and Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**CITY NATIONAL BANK**, as Administrative Agent

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**BORROWER:**

**OCM DEVELOPMENT, LLC**, a Michigan limited liability company

By: **MERITAGE HOSPITALITY GROUP INC.**, a Michigan corporation, its Manager

By: \_\_\_\_\_  
Tracey A. Smith  
Vice President and Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**CITY NATIONAL BANK**, as Administrative Agent

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

4833-6571-8582.2

**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

Intellectual Property owned by Borrower:

A) Registered United States Trademarks:

| <b>TRADEMARK</b> | <b>REGISTRATION (SERIAL NUMBER)</b> | <b>REGISTRATION DATE</b> |
|------------------|-------------------------------------|--------------------------|
| Twisted Rooster  | 85210010                            | July 19, 2011            |

B) Copyright: None

C) Trade Secrets: None

D) Domain Names:

**DOMAIN NAME**

meritagecareers.com  
wendysofoklahoma.com  
wendysofohio.com  
wendysofthecarolinas.com  
wendysofvirginia.com  
wendysofgeorgia.com  
wendysofflorida.com  
wendysofmichigan.com

dinelocalloyalty.com

wheelhousecareers.com  
wheelhousegr.com  
wheelhousegrandrapids.com  
thewheelhousegr.com  
thewheelhousegrandrapids.com