

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441567

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BL Restaurant Operations, LLC		08/30/2017	Limited Liability Company: DELAWARE
BL Restaurant Franchises, LLC		08/30/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BL Restaurants Group Holding Corp.
Street Address:	5200 Town Center Circle, Suite 600
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33486
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1823417	BAR LOUIE
Registration Number:	3306105	BAR LOUIE
Registration Number:	3306139	BAR LOUIE
Registration Number:	3322988	EAT · DRINK · BE HAPPY
Registration Number:	4283110	EAT·DRINK·BE HAPPY
Registration Number:	4282306	ROCK THE TOT
Registration Number:	4429902	
Registration Number:	4596906	SIPS OF THE SEASON
Registration Number:	4678750	LITTLE HELLION
Registration Number:	4684613	CINCO DE DRINKO

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera

OP \$265.00 1823417

Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 08/31/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Notwithstanding anything herein to the contrary, the lien and security interest granted to Agent pursuant to or in connection with this Trademark Security Agreement, the terms of this Agreement, and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of August 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Antares Capital LP, as First Lien Agent (as defined therein), and BL Restaurants Group Holding Corp., as Second Lien Agent (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall control.

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2017, is made by BL Restaurant Operations, LLC, a Delaware limited liability company ("BLRO"), and BL Restaurant Franchises, LLC, a Delaware limited liability company ("BLRF", and together with BLRO, the "Grantors"), in favor of BL Restaurants Group Holding Corp. ("Holding"), as Administrative Agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Subordinated Credit Agreement, dated as of August 30, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Grantors, the other Credit Parties (as defined therein), the Lenders time to time party thereto (as defined therein) and Holding, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Subordinated Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Grantors; and

WHEREAS, each Grantor is 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 respective extensions of credit to the Grantors thereunder, each Grantor hereby agrees with 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such 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, misappropriation, dilution, violation or other impairment thereof.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[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.

BL RESTAURANT OPERATIONS, LLC,
as a Grantor

By: 

Name: Tamara Bebb

Title: Chief Financial Officer

BL RESTAURANT FRANCHISES, LLC,
as a Grantor

By: 

Name: Tamara Bebb


Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006144 FRAME: 0450

ACCEPTED AND AGREED
as of the date first above written:

BL RESTAURANTS GROUP HOLDING CORP.,
as Agent

By: 
Name: Michael McConvery
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Trademark	Registration Number	Registration Date	Jurisdiction
BL Restaurant Operations, LLC	BAR LOUIE (Word Mark)	Reg. No. 1,823,417	February 22, 1994	United States
BL Restaurant Operations, LLC	BAR LOUIE (Logo)	Reg. No. 3,306,105	October 9, 2007	United States
BL Restaurant Operations, LLC	BAR LOUIE (Word Mark)	Reg. No. 3,306,139	October 9, 2007	United States
BL Restaurant Operations, LLC	EAT DRINK BE HAPPY (Service Mark)	Reg. No. 3,322,988	October 30, 2007	United States
BL Restaurant Operations, LLC	EAT DRINK BE HAPPY (Service Mark)	Reg. No. 4,283,110	January 29, 2013	United States
BL Restaurant Operations, LLC	ROCK THE TOT	Reg. No. 4,282,306	January 29, 2013	United States
BL Restaurant Operations, LLC	Martini Glass  Design	Reg. No. 4,429,902	November 5, 2013	United States
BL Restaurant Operations, LLC	SIPS OF THE SEASON	Reg. No. 4,596,906	September 2, 2014	United States
BL Restaurant Operations, LLC	LITTLE HELLION	Reg. No. 4,678,750	January 27, 2015	United States
BL Restaurant Operations, LLC	CINCO DE DRINKO	Reg. No. 4,684,613	February 10, 2015	United States