

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAFÉ RIO, INC.		09/07/2017	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
Street Address:	150 SOUTH WACKER DRIVE		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5019567		
Registration Number:	5014967		
Registration Number:	5005416		
Registration Number:	5005417		
Registration Number:	5041106	CAFE RIO	
Registration Number:	5041040	CAFE RIO	
Registration Number:	5041042	MY RIO REWARDS	
Registration Number:	4771963	CAFE RIO ADVANCED FOOD TRAINING	
Registration Number:	4747945	EVERY MEAL A MASTERPIECE	
Registration Number:	4887067	C.R.A.F.T. INSTITUTE	
Registration Number:	4085297		
Registration Number:	3995522		
Registration Number:	4004207		
Registration Number:	4000121		
Registration Number:	3122594		
Registration Number:	3081609		
Registration Number:	3204242	CAFE RIO	
Registration Number:	3194739	CAFE RIO	
Registration Number:	3184160	CAFE RIO	

CH \$665.00 5019567

Property Type	Number	Word Mark
Registration Number:	2668739	CAFE RIO
Registration Number:	3194740	CAFE RIO
Registration Number:	2671574	CAFE RIO
Registration Number:	2568555	
Registration Number:	2551248	
Registration Number:	2389800	CAFE RIO
Registration Number:	2262789	CAFE RIO MEXICAN GRILL

CORRESPONDENCE DATA

Fax Number:

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: 312-577-8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-274
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	09/07/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 7, 2017, is made by CAFÉ RIO, INC., a Utah corporation (the “Grantor”), in favor of Golub Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 7, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among FS RIO MERGERSUB, INC., a Delaware corporation (to be merged with and into CAFÉ RIO HOLDING, INC., the “Borrower”), FS RIO INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Holdings”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same 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 Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

ARTICLE I Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

ARTICLE II Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 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 (other than any “intent-to-use” applications for which a “Statement of Use” or “Amendment to Allege Use” with respect thereto has not been filed with the U.S. Patent and Trademark Office (but only until such statement is filed with the U.S. Patent and Trademark Office, and only to the extent, if any, and only during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such Trademark application under applicable federal law)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or 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 or future infringement, dilution, violation or other impairment thereof.

ARTICLE III Guaranty and 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 Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

ARTICLE IV Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

ARTICLE V Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

ARTICLE VI 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.

ARTICLE VII 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

CAFÉ RIO, INC.

as Grantor

By: 

Name: Stephen C. Vaughan

Title: President and Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC
as Administrative Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, 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.

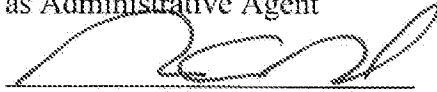
Very truly yours,

CAFÉ RIO, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL LLC
as Administrative Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
<i>Design Only</i>	86929866	3/4/16	5019567	8/9/16	Registered	Cafe Rio, Inc.
<i>Design Only</i>	86929869	3/4/16	5014967	8/2/16	Registered	Cafe Rio, Inc.
<i>Design Only</i>	86929871	3/4/16	5005416	7/19/16	Registered	Cafe Rio, Inc.
<i>Design Only</i>	86929874	3/4/16	5005417	7/19/16	Registered	Cafe Rio, Inc.
CAFE RIO	86906718	2/12/16	5041106	9/13/16	Registered	Cafe Rio, Inc.
CAFE RIO	86900430	2/8/16	5041040	9/13/16	Registered	Cafe Rio, Inc.
MY RIO REWARDS	86900473	2/8/16	5041042	9/13/16	Registered	Cafe Rio, Inc.
CAFE RIO ADVANCED FOOD TRAINING	86425768	10/16/14	4771963	7/14/15	Registered	Cafe Rio, Inc.
EVERY MEAL A MASTERPIECE	86425736	10/16/14	4747945	6/2/15	Registered	Cafe Rio, Inc.
C.R.A.F.T. INSTITUTE	86425742	10/16/14	4887067	1/12/16	Registered	Cafe Rio, Inc.
<i>Design Only</i>	77332131	11/16/07	4085297	1/10/12	Registered	Cafe Rio, Inc.
<i>Design Only</i>	77310181	10/22/07	3995522	7/19/11	Registered	Cafe Rio, Incorporated
<i>Design Only</i>	77310190	10/22/07	4004207	8/2/11	Registered	Cafe Rio, Incorporated
<i>Design Only</i>	77310197	10/22/07	4000121	7/26/11	Registered	Cafe Rio, Incorporated
<i>Design Only</i>	78345540	12/24/03	3122594	8/1/06	Renewed (Registered)	Cafe Rio, Inc.
<i>Design Only</i>	78345544	12/24/03	3081609	4/18/06	Renewed (Registered)	Cafe Rio, Inc.
CAFE RIO	76358642	1/11/02	3204242	1/30/07	Renewed (Registered)	Cafe Rio, Inc.
CAFE RIO	76358641	1/11/02	3194739	1/2/07	Renewed (Registered)	Cafe Rio, Inc.
CAFE RIO	76358643	1/11/02	3184160	12/12/06	Renewed (Registered)	Cafe Rio, Inc.
CAFE RIO	76358645	1/11/02	2668739	12/31/02	Renewed (Registered)	Cafe Rio, Inc.
CAFE RIO	76358644	1/1/02	3194740	1/2/07	Renewed	Cafe Rio, Inc.

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
					(Registered)	
CAFE RIO	76318286	9/28/01	2671574	1/7/03	Renewed (Registered)	Cafe Rio, Inc.
<i>Design Only</i>	75814628	10/4/99	2568555	5/7/02	Renewed (Registered)	Cafe Rio, Inc.
<i>Design Only</i>	75812439	10/1/99	2551248	3/19/02	Renewed (Registered)	Cafe Rio, Inc.
CAFE RIO	75812437	10/1/99	2389800	9/26/00	Renewed (Registered)	Cafe Rio, Inc.
CAFE RIO MEXICAN GRILL	75472989	4/23/98	2262789	7/20/99	Renewed (Registered)	Cafe Rio, Inc.

Trademark License Agreements

1. Radiant Software License, Support and Purchase Agreement, dated March 25, 2009, between Cafe Rio, Inc. and Radiant Systems, Inc.
2. Intersourcing Service Model Agreement, dated March 31, 2010, between Cafe Rio, Inc. and The Ultimate Software Group Inc., as amended and supplemented by the UltiPro Testing Environment Services Supplement, dated March 12, 2015, the UltiPro Affordable Care Act Services Supplement, dated October 1, 2015, and the Addendum, dated November 13, 2015, between the parties.
3. Punchh Subscription and Services Agreement, dated January 1, 2015, between Punchh, Inc. and Cafe Rio, Inc.
4. Order Form and Master Subscription Agreement, dated October 16, 2015, between Cafe Rio, Inc. and salesforce.com, Inc.
5. Master Services Agreement, dated January 1, 2016, between Cafe Rio, Inc. and Servicechannel.com, Inc.
6. Employer Terms of Use and Sales Order, dated January 27, 2017, as amended, between Cafe Rio, Inc. and SnagAJob.com, Inc.
7. Order Form, Terms and Statement of Work, dated December 23, 2014, between Cafe Rio and PMW Technologies, Inc.
8. Master Services Agreement, dated January 20, 2016, between Cafe Rio, Inc. and Restaurant Revolution Technologies, Inc.

9. Master Services Agreement, dated March 18, 2015, between Cafe Rio, Inc. and Intesource, Inc., as amended by Schedule A, dated September 12, 2016, between the parties.
10. Enterprise Business Solutions Agreement, dated June 10, 2016, between Cafe Rio Holdings, Inc. and First Data Merchant Services, LLC and Wells Fargo Bank, N.A.
11. Software As A Service (SAAS) Waste Management Agreement, dated January 1, 2013, between Elytus Ltd. and Cafe Rio, Inc.
12. Master Service Terms of Use Agreement, dated February 19, 2013, between Saber Business Solutions, Inc. and Cafe Rio Mexican Grill.

The following software is licensed on standard commercial terms:

13. Mirus
14. Microsoft Office365
15. Wisetail
16. OKTA
17. Teradata
18. Domo
19. Buxton
20. PowerPlan
21. JD Edwards
22. ProLease