

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443347

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Round Table Franchise Corporation		09/15/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	111 W. Monroe Street, Suite 20E
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4593608	FRESH PIXX
Registration Number:	1258761	GUINEVERE'S GARDEN DELIGHT
Registration Number:	1074693	KING ARTHUR'S SUPREME
Registration Number:	1259573	MONTAGUE'S ALL MEAT MARVEL
Registration Number:	0974138	ROUND TABLE
Serial Number:	87040211	ROUND TABLE CLUBHOUSE
Registration Number:	2490356	ROUND TABLE PIZZA
Registration Number:	2490346	ROUND TABLE PIZZA & DESIGN
Registration Number:	2137006	THE LAST HONEST PIZZA
Registration Number:	1273769	THE RT PIZZA SANDWICH
Registration Number:	5241537	ULTI WINGS
Registration Number:	4608828	WOMBO COMBO

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 2129693000

Email: ypan@proskauer.com

Correspondent Name: William Majeski

TRADEMARK

Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 11668-147

NAME OF SUBMITTER: William Majeski

SIGNATURE: /William Majeski/

DATE SIGNED: 09/15/2017

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”) dated as of September 15, 2017, by The Round Table Franchise Corporation, a California corporation, and each of the other persons, if any, designated as a Grantor on the signature pages hereof (collectively, the “Grantors”), in favor of Bank of Montreal, as collateral agent (“Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 18, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Grantors, certain affiliates of the Grantors from time to time a party thereto, Lenders from time to time party thereto (the “Lenders”), the L/C Issuer, Administrative Agent and Collateral Agent, the L/C Issuer, Administrative Agent, Collateral Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of each Grantor or an affiliate thereof; and

WHEREAS, The L/C Issuer, Administrative Agent, Collateral Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Collateral Agent (a) that certain Security Agreement dated as of December 18, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantors, the other “Debtors” party thereto and Collateral Agent and (b) this 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term “Trademarks” shall mean all of the trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels of each Grantor on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications), including, without limitation, the registered trademarks, trade names and service marks for which registration has been obtained or for which applications to register are pending listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** To secure the Obligations, each Grantor hereby grants to Collateral Agent a continuing first priority security interest (subject only to Liens permitted under the Credit Agreement) in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations, renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark;

provided that, notwithstanding anything to the contrary in this Agreement, “intent to use” applications shall not constitute Trademark Collateral unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Collateral Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

8. TERMINATION. Upon the payment in full of the Secured Obligations (as such term is defined in the Security Agreement) (other than unasserted contingent indemnification and unasserted expense reimbursement obligations and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped) in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments thereunder, the Liens and security interest granted hereby shall automatically and immediately terminate and all rights to the Trademark Collateral shall revert to the applicable Grantor or any other Person entitled thereto, and at such time, Collateral Agent will authorize the filing of, and at the reasonable expense of Grantors deliver

to the applicable Grantor, any releases of security interests in intellectual property collateral and other release documentation reasonably requested by any Grantor to terminate such Liens and such security interests and take such further action as is reasonably requested by any Grantor.

[signature page follows]

**THE ROUND TABLE FRANCHISE
CORPORATION,**
a California corporation

By: 

Name: M. Christopher Dull

Title: Chief Executive Officer

[Signature page to IP Security Supplement]

TRADEMARK
REEL: 006155 FRAME: 0958

ACCEPTED AND ACKNOWLEDGED BY:


BANK OF MONTREAL, as Collateral Agent


By *Allison Gerhard*
Name *Allison Gerhard*
Title *Assistant Vice President*

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Applications and Registered Trademarks

MARK	JURISDICTION	APP NO.	FILE DATE	REG NO.	REG DATE	GOODS/SERVICES	STATUS	OWNER
FRESH PIXX	USA	85/802336	12/13/2012	4,593,608	08/26/2014	43 - Restaurant services.	REGISTERED	The Round Table Franchise Corporation
GUINEVERE'S GARDEN DELIGHT	USA	73/384912	09/13/1982	1,258,761	11/22/1983	30 - Pizza for consumption on or off the premises	REGISTERED	The Round Table Franchise Corporation
KING ARTHUR'S SUPREME	USA	73/093761	07/16/1976	1,074,693	10/04/1977	30 - Pizza for consumption on or off the premises.	REGISTERED	The Round Table Franchise Corporation
MONTAGUE'S ALL MEAT MARVEL	USA	73/384913	09/13/1982	1,259,573	11/29/1983	30 - Pizza for consumption on or off the premises	REGISTERED	The Round Table Franchise Corporation
ROUND TABLE	USA	72/402124	09/07/1971	974,138	11/27/1973	42 - Restaurant services	REGISTERED	The Round Table Franchise Corporation
ROUND TABLE CLUBHOUSE	USA	87/040,211	05/17/2016			29 - Chicken; chicken wings; salads, namely, fruit, garden and vegetable	ALLOWED	The Round Table Franchise Corporation

MARK	JURISDICTION	APP NO.	FILE DATE	REG NO.	REG DATE	GOODS / SERVICES	STATUS	OWNER
						salads; cooked vegetables, all for consumption on and off the premises. (as amended) 30 - Bread sticks; bread stuffing; pasta; pizza; hamburger sandwiches; cakes; brownies; cheesecake; desserts, namely, bakery desserts, cookies, ice cream, all for consumption on and off the premises. (as amended) 43 - Restaurant services.		
ROUND TABLE PIZZA and Horizontal Design 	USA	76/033457	04/20/2000	2,490,356	09/18/2001	29 - Chicken; chicken wings; salads, namely,	REGISTERED	The Round Table Franchise Corporation

MARK	JURISDICTION	APP NO.	FILE DATE	REG NO.	REG DATE	GOODS / SERVICES	STATUS	OWNER
						fruit, garden and vegetable salads; pork ribs, cooked vegetables, all for consumption on and off the premises 30 - Bread sticks; bread stuffing; pasta; pizza; all for consumption on and off the premises 42 - Restaurant services		
ROUND TABLE PIZZA and Vertical Design 	USA	76/030749	04/20/2000	2,490,346	09/18/2001	29 - Chicken; chicken wings; salads, namely, fruit, garden and vegetable salads; pork ribs, cooked vegetables, all for consumption on and off the	REGISTERED	The Round Table Franchise Corporation

MARK	JURISDICTION	APP NO.	FILE DATE	REG NO.	REG DATE	GOODS / SERVICES	STATUS	OWNER
						premises 30 - Bread sticks; bread stuffing; pasta; pizza; all for consumption on and off the premises 42 - Restaurant services		
THE LAST HONEST PIZZA	USA	75/224315	01/09/1997	2,137,006	02/17/1998	30 - Pizza for consumption on or off the premises	REGISTERED	The Round Table Franchise Corporation
THE RT PIZZA SANDWICH	USA	73/385304	09/13/1982	1,273,769	04/10/1984	30 - Sandwiches for consumption on or off the premises	REGISTERED	The Round Table Franchise Corporation
ULTI WINGS	USA	87/278,725	12/22/2016	5,241,537	07/11/2017	29 - Chicken; chicken wings; all for consumption on and off the premises. 43 - Restaurant services.	REGISTERED	The Round Table Franchise Corporation
WOMBO COMBO	USA	86/166039	01/15/2014	4,608,828	09/23/2014	30 - Pizza for consumption on and	REGISTERED	The Round Table Franchise

MARK	JURISDICTION	APP NO.	FILE DATE	REG NO.	REG DATE	GOODS / SERVICES	STATUS	OWNER
						off the premises.		Corporation