

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448022

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MAC Acquisition IP LLC		10/20/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RAVEN ASSET-BASED OPPORTUNITY FUND III LP		
<b>Street Address:</b>	501 Santa Monica Blvd., Suite 510		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90401		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3381627	A FRESH TRANSLATION OF ITALIAN.	
<b>Registration Number:</b>	5105025	CALZONETTO	
<b>Registration Number:</b>	2257320	CHEESEOLI	
<b>Registration Number:</b>	4487956	MACARONI GRILL	
<b>Registration Number:</b>	2259587	MACARONI GRILL	
<b>Registration Number:</b>	2249559	PENNE RUSTICA	
<b>Registration Number:</b>	3381639	ROMANO'S MACARONI GRILL	
<b>Registration Number:</b>	5248701	ROMANO'S MACARONI GRILL	
<b>Registration Number:</b>	3701361	ROMANO'S MACARONI GRILL	
<b>Registration Number:</b>	3309271	THAT'S SO MACARONI	
<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>	2122942684		
<b>Email:</b>	trademarkny@winston.com		
<b>Correspondent Name:</b>	Lauryn E. May		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10166		

CH \$265.00 3381627

<b>ATTORNEY DOCKET NUMBER:</b>	201141.3
<b>NAME OF SUBMITTER:</b>	Lauryn May
<b>SIGNATURE:</b>	/Lauryn May by trademarkny/
<b>DATE SIGNED:</b>	10/20/2017

**Total Attachments: 5**

source=Macaroni - IP Security Agreement#page1.tif  
source=Macaroni - IP Security Agreement#page2.tif  
source=Macaroni - IP Security Agreement#page3.tif  
source=Macaroni - IP Security Agreement#page4.tif  
source=Macaroni - IP Security Agreement#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **October 20, 2017** between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **RAVEN ASSET-BASED OPPORTUNITY FUND III LP**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of October 20, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto from time to time and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, as the case may be, record this Agreement.

**Section 3. 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. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement

and the transactions contemplated hereby and thereby shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement, as applicable, shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

MAC ACQUISITION IP LLC,  
as a Grantor

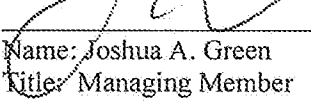
By: 

Name: Nishant Machado

Title: President, Chief Executive Officer  
and Chief Restructuring

**RAVEN ASSET-BASED OPPORTUNITY FUND III**  
LP, as Collateral Agent

By: Raven Capital Management GP LLC, a Delaware  
limited liability company, its general partner

By:   
Name: Joshua A. Green  
Title: Managing Member

[Signature Page to IP Security Agreement]

**SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

<b>Country</b>	<b>Mark</b>	<b>Status</b>	<b>Filing Date</b>	<b>Application No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Int'l Class(es)</b>
UNITED STATES	A FRESH TRANSLATION OF ITALIAN.	REGISTERED	7/31/2007	77/243,315	2/12/2008	3,381,627	43
UNITED STATES	CALZONETTO	REGISTERED	5/12/2016	87/035,217	12/20/2016	5,105,025	30
UNITED STATES	CHEESEOLI	REGISTERED	8/11/1998	75/534,581	6/29/1999	2,257,320	30
UNITED STATES	MACARONI GRILL	REGISTERED	7/3/2013	86/002,057	2/25/2014	4,487,956	43
UNITED STATES	MACARONI GRILL (Stylized)	REGISTERED	7/16/1998	75/522,889	7/6/1999	2,259,587	33
UNITED STATES	PENNE RUSTICA	REGISTERED	4/14/1998	75/467,663	6/1/1999	2,249,559	30
UNITED STATES	ROMANO'S MACARONI GRILL	REGISTERED	8/3/2007	77/246,756	2/12/2008	3,381,639	29, 30
UNITED STATES	ROMANO'S MACARONI GRILL	REGISTERED	5/10/2016	87/031,368	7/25/2017	5,248,701	43
UNITED STATES	ROMANO'S MACARONI GRILL (Stylized Curved)	REGISTERED	4/7/2009	77/708,502	10/27/2009	3,701,361	43
UNITED STATES	THAT'S SO MACARONI	REGISTERED	12/13/2005	78/772,659	10/9/2007	3,309,271	43