

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450489

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CBC Restaurant Corp.		11/10/2017	Corporation: DELAWARE
Il Fornaio (America) Corporation		11/10/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
Street Address:	6011 Connection Drive
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	87498169	CORNER BAKERY
Serial Number:	87498151	CORNER BAKERY CAFE
Serial Number:	87498120	CORNER BAKERY
Serial Number:	86579310	FRESH · FLAVORFUL · DELIVERED · CATERING
Registration Number:	4802068	CORNER BAKERY CAFE
Registration Number:	4788481	CORNER BAKERY CAFE CATERING
Registration Number:	4714063	MUST. HAVE. NOW.
Registration Number:	4681231	CORNER BAKERY
Registration Number:	4667575	LET'S MEET AT THE CORNER
Registration Number:	4495584	YOU CLICK. WE CATER.
Registration Number:	3182859	FEED THE DAY CORNER BAKERY CAFE
Registration Number:	3054416	WE'VE GOT CATERING CORNERED
Registration Number:	2741172	
Registration Number:	2597078	CORNER BAKERY CAFE
Registration Number:	2679615	CORNER BAKERY CATERING
Registration Number:	2630094	CORNER BAKERY CAFE
Registration Number:	2677427	FEED THE DAY
Registration Number:	2597054	CORNER BAKERY CATERING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2565101	CORNER BAKERY
Registration Number:	2597050	CORNER BAKERY CAFE
Registration Number:	2078299	CORNER BAKERY
Registration Number:	2145582	CORNER BAKERY YOU KNEAD IT.
Registration Number:	3201032	PASSAPORTO
Registration Number:	2442588	IL FORNAIO
Registration Number:	2275332	FESTA REGIONALE
Registration Number:	1828418	IL FORNAIO
Registration Number:	1795422	IL FORNAIO
Registration Number:	1758984	ENOTECA DEL FORNAIO
Registration Number:	1271995	IL FORNAIO

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste. 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6262.040
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	11/10/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of November 10, 2017, by and between CBC RESTAURANT CORP., a Delaware corporation and IL FORNAIO (AMERICA) CORPORATION, a Delaware corporation (each, a "Grantor" and, collectively, "Grantors"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as collateral agent for certain secured parties ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of date hereof by and among Grantors, the other Credit Parties party thereto, Collateral Agent, the Persons signatory thereto from time to time as lenders (the "Lenders") and Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent for the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of date hereof by and among Grantors, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantors grant to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantors, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantors hereby grant to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantors' presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, together with the goodwill of the business therein, and all proceeds and products thereof.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in

the Trademarks and related 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.

4. **TERMINATION.** This Agreement and all security interests in the Trademarks granted hereby shall be automatically and without further action by any Person terminated when all the Secured Obligations (other than obligations in respect of contingent indemnification obligations for which no claim has been made) have been paid in full in Cash and the Commitments shall have been terminated.

5. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CBC RESTAURANT CORP.

By: Frank G. Paci

Name: Frank G. Paci

Title: Chief Executive Officer

IL FORNAIO (AMERICA) CORPORATION

By: Frank G. Paci

Name: Frank G. Paci

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Collateral Agent

By: *Stephen W. Hipp*
Name: Stephen W. Hipp
Title: Senior Vice President

Schedule A to Trademark Security Agreement

Trademark Applications

<u>OWNER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL #</u>	<u>DATE</u>
CBC Restaurant Corp.	Corner Bakery	USA	87498169	6/20/17
CBC Restaurant Corp.	Corner Bakery Café	USA	87498151	6/20/17
CBC Restaurant Corp.	Corner Bakery	USA	87498120	6/20/17
CBC Restaurant Corp.	Fresh Flavorful Delivered Catering	USA	86579310	3/27/15

Trademark Registrations

<u>OWNER</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION #</u>	<u>DATE</u>
CBC Restaurant Corp.	Corner Bakery Café	USA	4802068	9/1/15
CBC Restaurant Corp.	Corner Bakery Café Catering	USA	4788481	8/11/15
CBC Restaurant Corp.	Must. Have. Now.	USA	4714063	3/31/15
CBC Restaurant Corp.	Corner Bakery	USA	4681231	2/3/15
CBC Restaurant Corp.	Let's Meet At The Corner	USA	4667575	1/6/15
CBC Restaurant Corp.	You Click. We Cater	USA	4495584	3/11/14
CBC Restaurant Corp.	Feed The Day Corner Bakery Café	USA	3182859	12/12/06
CBC Restaurant Corp.	We've Got Catering Cornered	USA	3054416	1/31/06
CBC Restaurant Corp.	[Design Only]	USA	2741172	7/29/03
CBC Restaurant Corp.	Corner Bakery Café	USA	2597078	7/23/02
CBC Restaurant Corp.	Corner Bakery Catering	USA	2679615	1/28/03
CBC Restaurant Corp.	Corner Bakery Café	USA	2630094	10/8/02
CBC Restaurant Corp.	Feed The Day	USA	2677427	1/21/03

CBC Restaurant Corp.	Corner Bakery Catering	USA	2597054	7/23/02
CBC Restaurant Corp.	Corner Bakery	USA	2565101	4/30/02
CBC Restaurant Corp.	Corner Bakery Café	USA	2597050	7/23/02
CBC Restaurant Corp.	Corner Bakery	USA	2078299	7/15/97
CBC Restaurant Corp.	Corner Bakery You Knead It.	USA	2145582	3/24/98
CBC Restaurant Corp.	Corner Bakery Café	European Union	3431582	1/27/2015
CBC Restaurant Corp.	Corner Bakery Café	Mexico	83068	6/17/2004
Il Fornaio (America) Corporation	Passaporto	USA	3201032	1/23/07
Il Fornaio (America) Corporation	IL Fornaio	USA	2442588	4/10/01
Il Fornaio (America) Corporation	Festa Regionale	USA	2275332	9/7/99
Il Fornaio (America) Corporation	IL Fornaio	USA	1828418	3/29/94
Il Fornaio (America) Corporation	IL Fornaio	USA	1795422	9/28/93
Il Fornaio (America) Corporation	Enoteca Del Fornaio	USA	1758984	3/16/93
Il Fornaio (America) Corporation	IL Fornaio	USA	1271995	3/27/84
Il Fornaio (America) Corporation	IL Fornaio	Canada	TMA912188	8/24/15
Il Fornaio (America) Corporation	IL Fornaio & Design	Canada	TMA912190	8/24/15
Il Fornaio (America) Corporation	IL Fornaio (Stylized)	Canada	TMA901581	4/21/15
Il Fornaio (America) Corporation	Canaletto Ristorante Veneto (& design)	Nevada	SM00320299	8/31/1999

Il Fornaio (America) Corporation	Canaletto Ristorante Veneto (& design)	California	68998	12/12/2013
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