

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM462423

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAC Acquisition IP LLC		02/15/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	RAVEN ASSET-BASED OPPORTUNITY FUND III LP
Street Address:	501 SANTA MONICA BLVD., SUITE 510
City:	SANTA MONICA
State/Country:	CALIFORNIA
Postal Code:	90401
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3381627	A FRESH TRANSLATION OF ITALIAN.
Registration Number:	5105025	CALZONETTO
Registration Number:	2257320	CHEESEOLI
Registration Number:	4487956	MACARONI GRILL
Registration Number:	2259587	MACARONI GRILL
Registration Number:	2249559	PENNE RUSTICA
Registration Number:	3381639	ROMANO'S MACARONI GRILL
Registration Number:	5248701	ROMANO'S MACARONI GRILL
Registration Number:	3701361	ROMANO'S MACARONI GRILL
Registration Number:	3309271	THAT'S SO MACARONI

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: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Lauryn E. May

Address Line 1: 200 Park Avenue

Address Line 2: Winston & Strawn LLP

TRADEMARK

Address Line 4:	New York, NEW YORK 10166
ATTORNEY DOCKET NUMBER:	201141.3
NAME OF SUBMITTER:	Lauryn May
SIGNATURE:	/Lauryn May by trademarkny/
DATE SIGNED:	02/16/2018
Total Attachments: 5 source=Macaroni - IP Security Agreement (Executed)#page1.tif source=Macaroni - IP Security Agreement (Executed)#page2.tif source=Macaroni - IP Security Agreement (Executed)#page3.tif source=Macaroni - IP Security Agreement (Executed)#page4.tif source=Macaroni - IP Security Agreement (Executed)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of February 15, 2018 between **MAC ACQUISITION IP LLC** (the “**Grantor**”) 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 February 15, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the 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 Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

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

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under 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. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer 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 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 shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the 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 the Grantor

By: 

Name: Nishant Machado


Title: President, Chief Executive Officer
and Chief Restructuring Officer

Error! Unknown document property name. {Signature Page to IP Security Agreement}

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REEL: 006274 FRAME: 0652

**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

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Country	Mark	Status	Filing Date	Application No.	Reg. Date	Reg. No.	Int'l Class(es)
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