

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463148

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATLANTA CHEESECAKE COMPANY LLC		02/23/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY		
Street Address:	720 EAST WISCONSIN AVENUE		
City:	MILWAUKEE		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	MUTUAL INSURANCE COMPANY: WISCONSIN		
Name:	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY FOR ITS GROUP ANNUITY SEPARATE ACCOUNT		
Street Address:	720 EAST WISCONSIN AVENUE		
City:	MILWAUKEE		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	MUTUAL INSURANCE COMPANY: WISCONSIN		
Name:	METLIFE PRIVATE EQUITY HOLDINGS, LLC		
Street Address:	10 PARK AVENUE		
Internal Address:	P.O. BOX 1902		
City:	MORRISTOWN		
State/Country:	NEW JERSEY		
Postal Code:	07962		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	GOLDPOINT MEZZANINE PARTNERS IV, LP		
Street Address:	51 MADISON AVENUE		
Internal Address:	SUITE 1600		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Partnership: DELAWARE		
Name:	METLIFE INSURANCE K.K.		
TRADEMARK			

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Street Address:	ADMINISTRATION DEPARTMENT, ARCA EAST 7F
Internal Address:	3-2-1 KINSHI, SUMIDA-KU
City:	TOKYO
State/Country:	JAPAN
Postal Code:	130-0013
Entity Type:	Kabushiki Kaisha (K.K.): JAPAN
Name:	GRYPHON MEZZANINE PARTNERS, L.P.
Street Address:	ONE MARITIME PLAZA
Internal Address:	SUITE 2300
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4160415	ATLANTA CHEESECAKE COMPANY
Registration Number:	3371089	ATLANTA CHEESECAKE CAFE

CORRESPONDENCE DATA

Fax Number: 3105572193
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: 310-557-2900
Email: klathrop@proskauer.com
Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	54811.019 ATL Cheesecake
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	02/23/2018

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this “Agreement”), dated as of February 23, 2018, is made by Atlanta Cheesecake Company LLC, a Delaware limited liability company (“ACC” or “Grantor”), in favor of The Northwestern Mutual Life Insurance Company (“NW Mutual”), The Northwestern Mutual Life Insurance Company for its Group Annuity Separate Account (“NW Mutual Group Annuity”), MetLife Private Equity Holdings, LLC (“MetLife”), MetLife Insurance K.K. (“KK”), GoldPoint Mezzanine Partners IV, LP (“GoldPoint”; together with NW Mutual, NW Mutual Group, MetLife and KK, the “Original Purchasers”) and Gryphon Mezzanine Partners, L.P. (“Gryphon”, together with the Original Purchasers, in such capacity, together with their successors and assigns in such capacity, each a “Purchaser” and collectively, the “Purchasers”).

Grantor has executed and delivered an Amended and Restated Guaranty and Security Agreement, dated as of February 23, 2018, with and in favor of the Purchasers (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”). Grantor has pledged and granted to the Purchasers a continuing security interest in all Intellectual Property, including the Trademarks.

ACC executed and delivered a Trademark Security Agreement dated January 8, 2018, located at Reel 6245, Frame 0281, in favor of the Original Purchasers to which ACC granted a security interest in the Trademark Collateral (as defined therein) (the “Original ACC Trademark Security Agreement”). ACC intends to amend and restate the Original ACC Trademark Security Agreement without novation of the same.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of the Purchasers, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Note Purchase Agreement referred to therein.

2. Grant of Security Interest. 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 and grants to the Purchasers a continuing security interest in, all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto but excluding any intent-to-use United States trademark applications or service mark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office; all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Purchasers in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of the Purchasers thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Purchasers with respect to the security interest in the Collateral granted hereby are more fully set forth in the Note Purchase Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.


6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

7. Effect of Amendment and Restatement. This Agreement is intended to and does completely amend and restate, without novation, the Original ACC Trademark Security Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ATLANTA CHEESECAKE COMPANY
LLC, as Grantor

By: 
Name: Chris W. Rogers
Title: Treasurer

[Signature Page to Amended and Restated Trademark Security Agreement]


THE NORTHWESTERN MUTUAL LIFE INSURANCE
COMPANY, as a Purchaser

By: Northwestern Mutual Investment Management
Company, LLC, its investment adviser

By: 
Name: Mark E. Kishler
Title: Managing Director



THE NORTHWESTERN MUTUAL LIFE INSURANCE
COMPANY FOR ITS GROUP ANNUITY SEPARATE
ACCOUNT, as a Purchaser

By: 
Name: Mark E. Kishler
Title: Authorized Representative



METLIFE PRIVATE EQUITY HOLDINGS, LLC,
as a Purchaser

By: MetLife SP Holdings, LLC, its sole member

By: Metropolitan Life Insurance Company, its sole member

By:  _____ CK
Name: Sean Ritter
Title: Vice President and Director

METLIFE INSURANCE K.K.,
as a Purchaser

By: MetLife Investment Advisors, LLC, its investment
advisor

By:  _____ CK
Name: Sean Ritter
Title: Vice President and Director

GOLDPOINT MEZZANINE PARTNERS IV, LP,
as a Purchaser

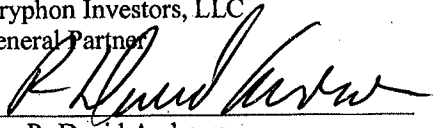
By: GoldPoint Partners LLC, its Investment Manager

By: 
Name: Matthew Cashion
Title: Executive Vice President

GRYPHON MEZZANINE PARTNERS, L.P.,
as a Purchaser

By: Gryphon Mezzanine Partners GP, L.P.
Its: General Partner

By: Gryphon Investors, LLC
Its: General Partner

By: 
Name: R. David Andrews
Title: Manager

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Trade-mark	Trademark Application Number	Jurisdiction	Trademark Registration Number	Status
Atlanta Cheesecake Company LLC	Atlanta Cheesecake Company	85421593	U.S.	4160415	Registered 06/19/2012
Atlanta Cheesecake Company LLC	Atlanta Cheesecake Café	78870292	U.S.	3371089	Registered 01/15/2008

2. TRADEMARK APPLICATIONS

None.