

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Movie Grill Concepts Trademark Holdings, LLC, as Grantor		05/11/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5410378	ONE STORY MOVEMENT	
Registration Number:	5410377	OPENING HEARTS AND MINDS, ONE STORY AT A	
Serial Number:	87555454	SMG ACCESS	
Serial Number:	87317645	OPENING HEARTS AND MINDS, ONE STORY AT A	
Serial Number:	87786738	BETTY'S BLEND	
Serial Number:	87786729	BB BETTY'S BLEND	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	erobinson@hunton.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree Street, N.E., Suite 4100		
Address Line 2:	c/o Hunton Andrews Kurth LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	05/14/2018		

CH \$165.00 5410378

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of May 11, 2018, by MOVIE GRILL CONCEPTS TRADEMARK HOLDINGS, LLC, a Texas limited liability company (“**Grantor**”), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent under the Credit Agreement described below (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, reference is hereby made to that certain Amended and Restated Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, the other Borrowers party thereto from time to time, the Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses (as defined in the Pledge and Security Agreement) to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License and (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. **Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Pledge and Security Agreement. 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Remainder of Page Intentionally Blank]

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

GRANTOR:

MOVIE GRILL CONCEPTS
TRADEMARK HOLDINGS, LLC

By: 
Name: BRIAN SCHULTZ
Title:

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY
LENDING GROUP, L.P.

By: _____

Name: **Greg Watts**
Title: **Senior Vice President**

Schedule 1

REGISTERED TRADEMARKS

TRADEMARK/SERVICE MARK	REGISTRATION NO.	REGISTRATION DATE
ONE STORY MOVEMENT	5,410,378	February 27, 2018
OPENING HEARTS AND MINDS, ONE STORY AT A TIME	5,410,377	February 27, 2018

TRADEMARK APPLICATIONS

TRADEMARK/SERVICE MARK	SERIAL NO.	FILING DATE
SMG ACCESS	87-555454	August 3, 2017
OPENING HEARTS AND MINDS, ONE STORY AT A TIME	87-317645	January 30, 2017
BETTY'S BLEND	87-786738	February 6, 2018
BETTY'S BLEND and Design	87-786729	February 6, 2018

Schedule 1

Trademark Security Agreement
61967783

RECORDED: 05/14/2018

**TRADEMARK
REEL: 006362 FRAME: 0096**