

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BERTUCCI'S RESTAURANTS, LLC		06/21/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	PHL Holdings, LLC		
Street Address:	4700 Millenia Blvd., Suite 400		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32839		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4570589	2OVENS	
Registration Number:	4570596	2 OVENS	
Registration Number:	2994400	BERTUCCI'S	
Registration Number:	3181474	BERTUCCI'S	
Registration Number:	5007759	BERTUCCI'S	
Registration Number:	1624185	BERTUCCI'S BRICK OVEN PIZZERIA	
Registration Number:	3033939	BERTUCCI'S BRICK OVEN RISTORANTE	
Registration Number:	3998160	EVERYTHING IS BETTER BY THE BRICK OVEN	
Registration Number:	4803422	EXPECT A LITTLE MORE	
Registration Number:	4126995	THE FIRE INSIDE	
Registration Number:	4238370	THE FIRE INSIDE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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>			
Phone:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Peter Martin		
Address Line 1:	Proskauer Rose LLP		

CH \$290.00 4570589

Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 56113-003

NAME OF SUBMITTER: Peter Martin

SIGNATURE: /Peter Martin/

DATE SIGNED: 06/28/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of June 21, 2018, by BERTUCCI'S RESTAURANTS, LLC, a Florida limited liability company, and each of the other persons, if any, designated as a Grantor on the signature pages hereof (collectively, the "Grantors"), in favor of PHL Holdings, LLC, a Florida limited liability company, as lender (in such capacity, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantors, certain affiliates of the Grantors from time to time a party thereto, Lenders from time to time party thereto (the "Lenders") and Lender, Lender and Lenders have agreed to allow the assumption of certain loans and other financial accommodations for the benefit of each Grantor or an affiliate thereof; and

WHEREAS, Lender and Lenders are willing to the agreements provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Lender (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors, the other "Debtors" party thereto and Lender and (b) this Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term "Trademarks" shall mean all of the trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels of each Grantor on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications), including, without limitation, the registered trademarks, trade names and service marks for which registration has been obtained or for which applications to register are pending listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, each Grantor hereby grants to Lender a

continuing first priority security interest (subject only to Liens permitted under the Credit Agreement) in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark; *provided* that, notwithstanding anything to the contrary in this Agreement, “intent to use” applications shall not constitute Trademark Collateral unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark 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. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Lender and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

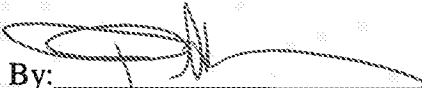
8. TERMINATION. Upon the payment in full of the Secured Obligations (excluding unasserted contingent indemnification and unasserted expense reimbursement obligations) in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments thereunder, the Liens and security interest granted hereby terminate and all rights to the Trademark Collateral shall revert to the applicable Grantor or any other Person entitled thereto, and at such time, Lender will authorize the filing of, and at the reasonable expense of Grantors deliver to the applicable Grantor, any releases of security interests in intellectual property collateral and other release documentation reasonably requested by any Grantor to terminate such Liens and such security interests and take such further action as is reasonably requested by any Grantor.

[signature page follows]

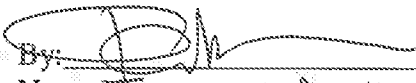
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

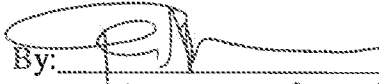
BERTUCCI'S RESTAURANTS, LLC

By: 
Name: Thomas Avallone
Title: President

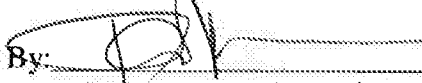
BERTUCCI'S RESTAURANTS (COLUMBIA), LLC

By: 
Name: Thomas Avallone
Title: President

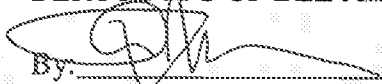
BERTUCCI'S RESTAURANTS (BALTIMORE), LLC

By: 
Name: Thomas Avallone
Title: President

BERTUCCI'S RESTAURANTS (WHITE MARSH), LLC

By: 
Name: Thomas Avallone
Title: President

BERTUCCI'S OF BEL AIR, INC.

By: 
Name: Thomas Avallone
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

PHL HOLDINGS, LLC, as Lender

By: 
Name: *Thomas Avallone*
Title: *Manager*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006366 FRAME: 0849

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks:

GRANTOR	TRADEMARK	REGISTRATIO N NO.	REGISTRATIO N DATE
United States of America	2 OVENS	4,570,589	May 6, 2014
United States of America	2 OVENS, plus design	4,570,596	May 6, 2014
United States of America	BERTUCCI'S	2,994,400	September 13, 2005
United States of America	BERTUCCI'S	3,181,474	December 5, 2006
United States of America	BERTUCCI'S	5,007,759	July 26, 2016
United States of America	BERTUCCI'S BRICK OVEN PIZZERIA	1,624,185	November 20, 2020
United States of America	BERTUCCI'S BRICK OVEN RISTORANTE	3,033,939	December 27, 2005
United States of America	EVERYTHING IS BETTER BY THE BRICK OVEN	3,998,160	July 19, 2011
United States of America	EXPECT A LITTLE MORE	4,803,422	September 1, 2015
United States of America	THE FIRE INSIDE	4,126,995	April 10, 2012
United States of America	THE FIRE INSIDE	4,238,370	November 6, 2012

Trademark Applications: None

Trademark Registrations: 11

Trademark Licenses: N/A

Trade Secret Licenses: N/A