

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492441

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Restaurant Technologies, Inc.		10/01/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	200 Bay Street, 12th Floor, South Tower		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4054260	AUTOMIST	
<b>Registration Number:</b>	5199373	R	
<b>Registration Number:</b>	5199375	R	
<b>Registration Number:</b>	5199770	R	
<b>Registration Number:</b>	5226763	R	
<b>Registration Number:</b>	2663675	RESTAURANT TECHNOLOGIES, INC.	
<b>Registration Number:</b>	2801721	RESTAURANT TECHNOLOGIES, INC.	
<b>Registration Number:</b>	4206804	RTI	
<b>Registration Number:</b>	4143699	RTI	
<b>Registration Number:</b>	3997763	RTI	
<b>Registration Number:</b>	3997759	RTI	
<b>Registration Number:</b>	4143698	RTI	
<b>Registration Number:</b>	4206803	RTI	
<b>Registration Number:</b>	2529512	RTI	
<b>Registration Number:</b>	5152383	SAFER, SMARTER KITCHENS	
<b>Registration Number:</b>	5152384	SAFER, SMARTER KITCHENS	
<b>Registration Number:</b>	5152385	SAFER, SMARTER KITCHENS	
<b>Registration Number:</b>	5152386	SAFER, SMARTER KITCHENS	
<b>Registration Number:</b>	4161907	SMART. SAFE. GREEN.	

OP \$515.00 4054260

Property Type	Number	Word Mark
Serial Number:	87843399	AUTOMIST

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** Michael.Violet@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	10/03/2018

**Total Attachments: 7**

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**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2018 (this “First Lien Trademark Security Agreement”), is made by the entity listed as Grantor on the signature pages hereto (the “Grantor”), in favor of Royal Bank of Canada, in its capacity as collateral agent for the Secured Parties under the First Lien Security Agreement (as defined below) (the “First Lien Agent”).

WHEREAS, reference is made to that certain First Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among Eagle FinanceCo Corp., a Delaware corporation (“Finance Sub”), which upon effectiveness of the Borrower Merger will be merged with and into Restaurant Technologies, Inc., a Delaware corporation (as successor by merger to Finance Sub, the “Borrower”), Eagle Buyer Corp., a Delaware corporation, as Holdings, the lenders from time to time party thereto and the First Lien Agent; and

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Security Agreement”), among the Grantor, the First Lien Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations, the Grantor has assigned, pledged and granted to the First Lien Agent a continuing security interest in and to all of its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto (the “Trademark Collateral”); provided, that, notwithstanding anything to the contrary contained herein, the security interest created hereby shall not extend to, and the term “Trademark Collateral” shall not include, any Excluded Assets. Until the Termination Date, the First Lien Agent shall retain its security interest in the Trademark Collateral granted herein and in the First Lien Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the First Lien Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used but not otherwise defined herein (including the introductory paragraphs hereto) shall have the meanings given to them in the First Lien Security Agreement or First Lien Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the First Lien Agent a lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this First Lien Trademark Security Agreement.

Section 4. Termination. Upon satisfaction of the conditions set forth in Section 7.12 of the First Lien Security Agreement, the First Lien Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this First Lien Trademark Security Agreement.

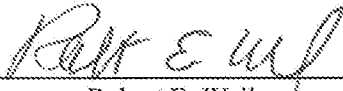
Section 5.      Counterparts. This First Lien Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this First Lien Trademark Security Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this First Lien Trademark Security Agreement.

Section 6.      Governing Law. This First Lien Trademark Security Agreement and any claim, controversy or dispute arising under or related to this First Lien Trademark Security Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

**RESTAURANT TECHNOLOGIES, INC.**

By:   
Name: Robert E. Weil  
Title: Chief Financial Officer and Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**







**ROYAL BANK OF CANADA,**  
as First Lien Agent

By:   
Name: **Helena Sadowski**  
Title: **Manager, Agency**



[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

**Schedule I  
Trademarks**

1. *U.S. Trademark Registrations*

Mark	Registration Date	Registration Number	Owner
AUTOMIST	11/8/2011	4,054,260	Restaurant Technologies, Inc.
	05/09/2017	5,199,373	Restaurant Technologies, Inc.
	05/09/2017	5,199,375	Restaurant Technologies, Inc.
	05/09/2017	5,199,770	Restaurant Technologies, Inc.
	06/20/2017	5,226,763	Restaurant Technologies, Inc.
RESTAURANT TECHNOLOGIES, INC.	12/17/2002	2,663,675	Restaurant Technologies, Inc.
RESTAURANT TECHNOLOGIES, INC.	01/06/2004	2,801,721	Restaurant Technologies, Inc.
RTI	09/11/2012	4,206,804	Restaurant Technologies, Inc.
RTI	05/15/2012	4,143,699	Restaurant Technologies, Inc.
RTI	07/19/2011	3,997,763	Restaurant Technologies, Inc.
	07/19/2011	3,997,759	Restaurant Technologies, Inc.
	05/15/2012	4,143,698	Restaurant Technologies, Inc.



Mark	Registration Date	Registration Number	Owner
	09/11/2012	4,206,803	Restaurant Technologies, Inc.
	01/15/2002	2,529,512	Restaurant Technologies, Inc.
SAFER, SMARTER KITCHENS	02/28/2017	5,152,383	Restaurant Technologies, Inc.
SAFER, SMARTER KITCHENS	02/28/2017	5,152,384	Restaurant Technologies, Inc.
SAFER, SMARTER KITCHENS	02/28/2017	5,152,385	Restaurant Technologies, Inc.
SAFER, SMARTER KITCHENS	02/28/2017	5,152,386	Restaurant Technologies, Inc.
SMART. SAFE. GREEN.	06/19/2012	4,161,907	Restaurant Technologies, Inc.

2. *U.S. Trademark Applications*

Mark	Filing Date	Serial Number	Owner
AUTOMIST	03/21/2018	87/843,399	Restaurant Technologies, Inc.