

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491002

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	THIRD LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SULLIVAN'S HOLDING LLC		09/21/2018	Corporation:

RECEIVING PARTY DATA

Name:	RAVEN ASSET-BASED OPPORTUNITY FUND III LP, as collateral agent for the Secured Parties
Street Address:	501 Santa Monica BLVD., Suite 501
Internal Address:	c/o Raven Capital Management LLC
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:	4319859	SULLY'S
Registration Number:	4260563	SWINGIN' AT SULLY'S
Registration Number:	4184068	SULLY'S SIDE BAR TACOS. TEQUILA & TAPS
Registration Number:	4328763	SULLY'S SIDE BAR
Registration Number:	3264502	SULLIVAN'S STEAKHOUSE
Registration Number:	2853848	SWINGIN' AT SULLIVAN'S
Registration Number:	2529991	SULLIVAN'S STEAKHOUSE
Registration Number:	2256909	RINGSIDE AT SULLIVAN'S
Registration Number:	2249440	RINGSIDE AT SULLIVAN'S
Registration Number:	2062637	SULLIVAN'S STEAKHOUSE

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: Jose Jaime

TRADEMARK

Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 201141.3

NAME OF SUBMITTER: Jose Jaime

SIGNATURE: /Jose Jaime by trademarkny/

DATE SIGNED: 09/21/2018

Total Attachments: 5

source=Sullivan - Third Lien IP Security Agreement (Trademarks) (Executed)#page1.tif
source=Sullivan - Third Lien IP Security Agreement (Trademarks) (Executed)#page2.tif
source=Sullivan - Third Lien IP Security Agreement (Trademarks) (Executed)#page3.tif
source=Sullivan - Third Lien IP Security Agreement (Trademarks) (Executed)#page4.tif
source=Sullivan - Third Lien IP Security Agreement (Trademarks) (Executed)#page5.tif

THIRD LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **THIRD LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **September 21, 2018** between each of the signatories hereto (collectively, the “**Grantors**”) 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 Guarantee, Pledge and Security Agreement, dated as of September 21, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee, Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto from time to time and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee, Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Guarantee, Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

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

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) 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**”).

(b) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(c) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto

(including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, as the case may be, 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 and enforced 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 Guarantee, 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 Guarantee, 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 Guarantee, Pledge and Security Agreement or the Credit Agreement, the provisions of the Guarantee, Pledge and Security Agreement or the Credit Agreement, as applicable, shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each 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.

SULLIVAN'S HOLDING LLC, as Grantor

By: 
Name: Nishant Machado
Title: President and Chief Executive Officer

[Signature Page to Third Lien Intellectual Property Security Agreement (Trademarks)]

TRADEMARK
REEL: 006467 FRAME: 0845

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

[Signature Page to Third Lien Intellectual Property Security Agreement (Trademarks)]

SCHEDULE 1 TO
THIRD LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. U.S. Trademarks

No.	Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Expiry	Status	Current Owner of Record
1.	SULLY'S	USA	85568247 13-MAR-2012	4319859 16-APR-2013	16- APR- 2023	Registered	Sullivan's Holding LLC
2.	SWINGIN' AT SULLY'S	USA	85568271 13-MAR-2012	4260563 18-DEC-2012	18- DEC- 2022	Registered	Sullivan's Holding LLC
3.		USA	85280999 30-MAR-2011	4184068 31-JUL-2012	31- JUL- 2022	Registered	Sullivan's Holding LLC
4.	SULLY'S SIDE BAR	USA	85281010 30-MAR-2011	4328763 30-APR-2013	30- APR- 2023	Registered	Sullivan's Holding LLC
5.		USA	78813458 13-FEB-2006	3264502 17-JUL-2007	17- JUL- 2027	Registered	Sullivan's Holding LLC
6.	SWINGIN' AT SULLIVAN'S	USA	78267324 26-JUN-2003	2853848 15-JUN-2004	15- JUN- 2024	Registered	Sullivan's Holding LLC
7.	SULLIVAN'S STEAKHOUSE	USA	78062993 10-MAY-2001	2529991 15-JAN-2002	15- JAN- 2022	Registered	Sullivan's Holding LLC
8.		USA	75453367 19-MAR-1998	2256909 29-JUN-1999	29- JUN- 2019	Registered	Sullivan's Holding LLC
9.	RINGSIDE AT SULLIVAN'S	USA	75453368 19-MAR-1998	2249440 01-JUN-1999	01- JUN- 2019	Registered	Sullivan's Holding LLC
10.	SULLIVAN'S STEAKHOUSE	USA	74729642 15-SEP-1995	2062637 20-MAY-1997	20- MAY- 2027	Registered	Sullivan's Holding LLC