

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM500584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duffy's Holdings, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's Management, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's HR, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Greenacres, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Jupiter, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Palm Beach Gardens, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Jupiter West, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Boca, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of PGA, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Royal Palm Beach, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Stuart, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of the Villages, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Boynton Beach, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Stuart South, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Boynton West, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Port St. Lucie West, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Royal Palm West, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Deerfield Beach, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Melbourne, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Delray Beach, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Plantation, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Ft. Lauderdale, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Coconut Creek, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of West Palm Beach, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of North Miami Beach, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Coconut Grove, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Weston, Inc.		12/04/2018	Corporation: FLORIDA

OP \$115.00 4470986

Name	Formerly	Execution Date	Entity Type
Duffy's of Estero, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Orlando Millenia, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Lake Mary, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Waterford Lakes, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Altamonte Springs, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of South Tampa, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Cape Coral, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Fort Myers, Inc.		12/04/2018	Corporation: FLORIDA
Florida Restaurant Supply and Design, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Kendall, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of North Sarasota, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Mission Bay, Inc.		12/04/2018	Corporation: FLORIDA
Duffy's of Port St. Lucie, Inc.		12/04/2018	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A., as Administrative Agent
Street Address:	7150 Camelback Road
Internal Address:	Suite 150
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85251
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4470986	DUFFY'S SPORTS GRILL
Registration Number:	3548823	DUFFY'S SPORTS GRILL
Registration Number:	4470104	DUFFY'S SPORTS GRILL
Registration Number:	3548822	DUFFY'S SPORTS GRILL

CORRESPONDENCE DATA

Fax Number: 4023461148

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: 402-346-6000

Email: bridget.stuhr@kutakrock.com

Correspondent Name: Bridget M Stuhr

TRADEMARK

REEL: 006493 FRAME: 0836

Address Line 1:	1650 Farnam Street
Address Line 4:	Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Bridget M Stuhr
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SIGNATURE:	/Bridget M Stuhr/
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DATE SIGNED:	12/04/2018
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Total Attachments: 5

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**SECOND AMENDED AND RESTATED SHORT-FORM INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made and entered into as of December 4, 2018 by DUFFY’S HOLDINGS, INC., a Florida corporation, DUFFY’S MANAGEMENT, INC., a Florida corporation, DUFFY’S HR, INC., a Florida corporation, DUFFY’S OF GREENACRES, INC., a Florida corporation, DUFFY’S OF JUPITER, INC., a Florida corporation, DUFFY’S OF PALM BEACH GARDENS, INC., a Florida corporation, DUFFY’S OF JUPITER WEST, INC., a Florida corporation, DUFFY’S OF BOCA, INC., a Florida corporation, DUFFY’S OF PGA, INC., a Florida corporation, DUFFY’S OF ROYAL PALM BEACH, INC., a Florida corporation, DUFFY’S OF STUART, INC., a Florida corporation, DUFFY’S OF THE VILLAGES, INC., a Florida corporation, DUFFY’S OF BOYNTON BEACH, INC., a Florida corporation, DUFFY’S OF STUART SOUTH, INC., a Florida corporation, DUFFY’S OF BOYNTON WEST, INC., a Florida corporation, DUFFY’S OF PORT ST. LUCIE WEST, INC., a Florida corporation, DUFFY’S OF ROYAL PALM WEST, INC., a Florida corporation, DUFFY’S OF DEERFIELD BEACH, INC., a Florida corporation, DUFFY’S OF MELBOURNE, INC., a Florida corporation, DUFFY’S OF DELRAY BEACH, INC., a Florida corporation, DUFFY’S OF PLANTATION, INC., a Florida corporation, DUFFY’S OF FT. LAUDERDALE, INC., a Florida corporation, DUFFY’S OF COCONUT CREEK, INC., a Florida corporation, DUFFY’S OF WEST PALM BEACH, INC., a Florida corporation, DUFFY’S OF NORTH MIAMI BEACH, INC., a Florida corporation, DUFFY’S OF COCONUT GROVE, INC., a Florida corporation, DUFFY’S OF WESTON, INC., a Florida corporation, DUFFY’S OF ESTERO, INC., a Florida corporation, DUFFY’S OF ORLANDO MILLENIA, INC., a Florida corporation, DUFFY’S OF LAKE MARY, INC., a Florida corporation, DUFFY’S OF WATERFORD LAKES, INC., a Florida corporation, DUFFY’S OF ALTAMONTE SPRINGS, INC., a Florida corporation, DUFFY’S OF SOUTH TAMPA, INC., a Florida corporation, DUFFY’S OF CAPE CORAL, INC., a Florida corporation, DUFFY’S OF FORT MYERS, INC., a Florida corporation, FLORIDA RESTAURANT SUPPLY AND DESIGN, INC., a Florida corporation, DUFFY’S OF KENDALL, INC., a Florida corporation, DUFFY’S OF NORTH SARASOTA, INC., a Florida corporation, DUFFY’S OF MISSION BAY, INC., a Florida corporation, and DUFFY’S OF PORT ST. LUCIE, INC., a Florida corporation, as borrower (collectively “Debtor”) and CITIZENS BANK, N.A., in its capacity as administrative agent for the Lenders and the other Secured Parties (as defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, if any, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Credit Agreement dated April 17, 2015 (together with all amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the “Existing Credit Agreement”) between Debtor, Administrative Agent, and the lenders a party thereto from time to time (the “Lenders”), Lenders agreed to make certain loans to Debtor (collectively, the “Loans”).

WHEREAS, Debtor has requested , and Lenders have agreed to amend, modify and supplement the terms and conditions of the Existing Credit Agreement pursuant to the terms and conditions of the Second Amended and Restated Credit Agreement dated as of the date hereof (the Existing Credit Agreement, as amended and restated by the Amended and Restated Credit Agreement as of the Closing Date, including all exhibits and schedules thereto, as the same may be further amended, supplemented, extended, modified and/or restated from time to time, is referred to herein as the “Credit Agreement”). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Credit Agreement; and

WHEREAS, pursuant to the Loan Documents, Debtor and Administrative Agent have agreed to enter into this Agreement to further evidence the grant of the security interests in such Debtor's Intellectual Property to Administrative Agent for the benefit of Lenders and the other Secured Parties and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Administrative Agent hereby agrees as follows:

Section 1. Security Interest. Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Administrative Agent for the benefit of the Secured Parties, a security interest in and lien upon all of such Debtor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached Exhibit A, and any and all goodwill of such Debtor connected with the use of and symbolized by the trademarks.

Section 2. Grant of License. Subject to the terms and conditions of the Credit Agreement, each Debtor hereby grants to Administrative Agent for the benefit of Lenders and the other Secured Parties, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Debtor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Debtor, including, without limitation, the trademarks listed on the attached Exhibit A, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Administrative Agent's security interest in the Collateral.

Section 3. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Credit Agreement are incorporated by reference into this Agreement. This Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of Lenders and the other Secured Parties pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Administrative Agent, Lenders and the other Secured Parties with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

DEBTORS:

DUFFY'S HOLDINGS, INC., a Florida corporation, and
DUFFY'S MANAGEMENT, INC., a Florida corporation, and
DUFFY'S HR, INC., a Florida corporation, and
DUFFY'S OF GREENACRES, INC., a Florida corporation, and
DUFFY'S OF JUPITER, INC., a Florida corporation, and
DUFFY'S OF PALM BEACH GARDENS, INC., a Florida corporation, and
DUFFY'S OF JUPITER WEST, INC., a Florida corporation, and
DUFFY'S OF BOCA, INC., a Florida corporation, and
DUFFY'S OF PGA, INC., a Florida corporation, and
DUFFY'S OF ROYAL PALM BEACH, INC., a Florida corporation, and
DUFFY'S OF STUART, INC., a Florida corporation, and
DUFFY'S OF THE VILLAGES, INC., a Florida corporation, and
DUFFY'S OF BOYNTON BEACH, INC., a Florida corporation, and
DUFFY'S OF STUART SOUTH, INC., a Florida corporation, and
DUFFY'S OF BOYNTON WEST, INC., a Florida corporation, and
DUFFY'S OF PORT ST. LUCIE WEST, INC., a Florida corporation, and
DUFFY'S OF ROYAL PALM WEST, INC., a Florida corporation, and
DUFFY'S OF DEERFIELD BEACH, INC., a Florida corporation, and
DUFFY'S OF MELBOURNE, INC., a Florida corporation, and
DUFFY'S OF DELRAY BEACH, INC., a Florida corporation, and
DUFFY'S OF PLANTATION, INC., a Florida corporation, and
DUFFY'S OF FT. LAUDERDALE, INC., a Florida corporation, and
DUFFY'S OF COCONUT CREEK, INC., a Florida corporation, and
DUFFY'S OF WEST PALM BEACH, INC., a Florida corporation, and
DUFFY'S OF NORTH MIAMI BEACH, INC., a Florida corporation, and
DUFFY'S OF COCONUT GROVE, INC., a Florida corporation, and
DUFFY'S OF WESTON, INC., a Florida corporation, and
DUFFY'S OF ESTERO, INC., a Florida corporation, and
DUFFY'S OF ORLANDO MILLENIA, INC., a Florida corporation, and
DUFFY'S OF LAKE MARY, INC., a Florida corporation, and
DUFFY'S OF WATERFORD LAKES, INC., a Florida corporation, and
DUFFY'S OF ALTAMONTE SPRINGS, INC., a Florida corporation, and
DUFFY'S OF SOUTH TAMPA, INC., a Florida corporation, and
DUFFY'S OF CAPE CORAL, INC., a Florida corporation, and
DUFFY'S OF FORT MYERS, INC., a Florida corporation, and
FLORIDA RESTAURANT SUPPLY AND DESIGN, INC., a Florida corporation, and
DUFFY'S OF KENDALL, INC., a Florida corporation, and
DUFFY'S OF NORTH SARASOTA, INC., a Florida corporation, and
DUFFY'S OF MISSION BAY, INC., a Florida corporation, and
DUFFY'S OF PORT ST. LUCIE, INC., a Florida corporation

By:  _____

Printed Name: Jason M. Emmett

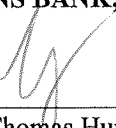
Its: President, for and on behalf of, each of the above entities

[EXECUTION PAGE OF SECOND AMENDED AND RESTATED SHORT FORM INTELLECTUAL
PROPERTY SECURITY AGREEMENT]

AGENT:

CITIZENS BANK, N.A.

By: _____


Thomas Hung
Managing Director

[EXECUTION PAGE OF SECOND AMENDED AND RESTATED SHORT FORM INTELLECTUAL
PROPERTY SECURITY AGREEMENT]

EXHIBIT A

INTELLECTUAL PROPERTY

Intellectual Property owned or licensed by Debtor:

Trademark	Trademark Owner Name	Serial No.	Registration Number
Duffy's Sports Grill Logo Green/Red/White	Duffy's Management, Inc.	86-033621	4470986
Duffy's Sports Grill Logo Green/Red*	Duffy's Management, Inc.	77-167,959	3548823
Duffy's Sports Grill Logo Green/Gold	Duffy's Management, Inc.	85-950,176	4470104
Duffy's Sports Grill Trade name	Duffy's Management, Inc.	77-167,375	3548822

*Such Trademark is scheduled to expire on or about December 41, 2018.