

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492664

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

NAME OF SUBMITTER:	Doris Ka
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SIGNATURE:	/Doris Ka/
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DATE SIGNED:	10/04/2018
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Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Restaurant Technologies, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 1, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Royal Bank of Canada, as Collateral Agent

Street Address: 200 Bay Street, 12th Floor, South Tower

City: Toronto

State: ON

Country: USA Zip: M5H1C4

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 30860.717 (2L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

October 2, 2018

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF EACH ACCEPTABLE INTERCREDITOR AGREEMENT THEN IN EFFECT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2018 (this "Second 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 Second Lien Security Agreement (as defined below) (the "Second Lien Agent").

WHEREAS, reference is made to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second 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 Second Lien Agent; and

WHEREAS, pursuant to that certain Second 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 "Second Lien Security Agreement"), among the Grantor, the Second 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 Second 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 Second Lien Agent shall retain its security interest in the Trademark Collateral granted herein and in the Second Lien Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Second 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 Second Lien Security Agreement or Second 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 Second 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 Second Lien Trademark Security Agreement.

Section 4. Termination. Upon satisfaction of the conditions set forth in Section 7.12 of the Second Lien Security Agreement, the Second 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 Second Lien Trademark Security Agreement.

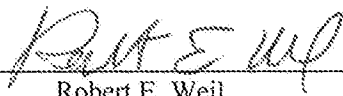
Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Second 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 Second Lien Trademark Security Agreement.

Section 6. Governing Law. This Second Lien Trademark Security Agreement and any claim, controversy or dispute arising under or related to this Second 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 Second 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 Second Lien Agent

By: 







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



[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006496 FRAME: 0088

**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.