

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interstate Operating Company, LP		12/07/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	ING Capital LLC		
Street Address:	1133 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1338517	DORAL	
Registration Number:	1609083	DORAL	
Registration Number:	4284072	PLATE & VINE	
Registration Number:	4167573	CITRONELLE	
Registration Number:	4697260	BIG CITY BURGER COMPANY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	laura.o'brien@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	112235.00051		
NAME OF SUBMITTER:	Laura O'Brien		
SIGNATURE:	/Laura O'Brien/		
DATE SIGNED:	12/07/2018		

OP \$140.00 1338517

Total Attachments: 5

source=TM Agreement - INTERSTATE OPERATING COMPANY LP (Executed Version)#page1.tif

source=TM Agreement - INTERSTATE OPERATING COMPANY LP (Executed Version)#page2.tif

source=TM Agreement - INTERSTATE OPERATING COMPANY LP (Executed Version)#page3.tif

source=TM Agreement - INTERSTATE OPERATING COMPANY LP (Executed Version)#page4.tif

source=TM Agreement - INTERSTATE OPERATING COMPANY LP (Executed Version)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2018, is made by INTERSTATE OPERATING COMPANY, LP, a Delaware limited partnership (“Grantor”), in favor of ING Capital LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 7, 2018 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, “Credit Agreement”), by and among Hotel Acquisition Company (the “Borrower”), KIHR Buyer, LLC, a Delaware limited liability company (“Holdings”), the other Persons party thereto that are designated as a Credit Party, GSO, as Agent for the several financial institutions from time to time party thereto (collectively, the “Lenders” and individually each a “Lender”), and the Lenders from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of December 7, 2018, in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any

“intent to use” Trademark applications for which a “statement of use” or “amendment to allege use” has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**INTERSTATE OPERATING
COMPANY, LP, as Grantor**


By: 

Name: Carrie McIntyre

Title: President/Chief Financial Officer

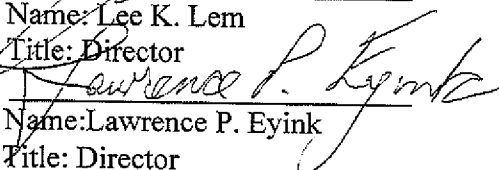
ACCEPTED AND AGREED
as of the date first above written:

ING CAPITAL LLC
as Agent

By: 

Name: Lee K. Lem

Title: Director

By: 

Name: Lawrence P. Eyink

Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule 1

Trademarks Registrations and Applications:

No.	Owner	Trademark	Class	Country	Reg. Number	Serial Number	Filing Date	Reg. Date
1.	Interstate Operating Company, LP	Doral	42	United States	1,338,517	73/500,879	9/24/1984	5/28/1985
2.	Interstate Operating Company, LP	Doral	18,25,28	United States	1,609,083	73/783,853	3/1/1989	8/7/1990
3.	Interstate Operating Company, L.P.	Plate & Vine	43	United States	4,284,072	85/608,054	4/25/2012	1/29/2013
4.	Interstate Operating Company, L.P.	CITRONELLE	43	United States	4,167,573	85/463,721	11/3/2011	7/3/2012
5.	Interstate Operating Company, L.P.	BIG CITY BURGER COMPANY	43	United States	4,697,260	86/257,382	4/21/2014	3/3/2015