

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESTAURANT TECHNOLOGIES, INC.		09/12/2019	Corporation:
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, as Collateral Agent		
Street Address:	Royal Bank Plaza		
Internal Address:	200 Bay Street, 12th Floor, South Tower		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4408479	GREASE LOCK SYSTEM C	
Registration Number:	5310228	GREASE LOCK	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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>			
Phone:	212.310.8000		
Email:	juan.arias@weil.com		
Correspondent Name:	Vaishali Mahna		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	V. Mahna-69603.0001		
NAME OF SUBMITTER:	Vaishali Mahna		
SIGNATURE:	/Vaishali Mahna/		
DATE SIGNED:	09/12/2019		
Total Attachments: 5			

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FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1

This FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1, dated as of September 12, 2019 (this "First Lien Trademark Security Agreement Supplement"), 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 October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among Restaurant Technologies, Inc., a Delaware corporation (the "Grantor"), 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 October 1, 2018 (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 "Additional Trademark Collateral"); provided, that, notwithstanding anything to the contrary contained herein, the security interest created hereby shall not extend to, and the term "Additional Trademark Collateral" shall not include, any Excluded Assets. Until the Termination Date, the First Lien Agent shall retain its security interest in the Additional 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 Additional 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 Additional 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 Supplement.

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 Additional Trademark Collateral under this First Lien Trademark Security Agreement Supplement.

Section 5. Counterparts. This First Lien Trademark Security Agreement Supplement 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 Supplement 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 Supplement.

Section 6. Governing Law. This First Lien Trademark Security Agreement Supplement and any claim, controversy or dispute arising under or related to this First Lien Trademark Security Agreement Supplement, 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 Supplement No. 1 to be executed and delivered by its duly authorized officer as of the date first set forth above.

RESTAURANT TECHNOLOGIES, INC.

By: Robert E. Well
Name: Robert E. Well
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 SUPPLEMENT NO. 1]

SCHEDULE I

1. U.S. Trademarks:

Mark	Registration Date	Registration Number	Owner
GREASE LOCK SYSTEM C	09/24/2013	4408479	Restaurant Technologies, Inc.
GREASE LOCK	10/17/2017	5310228	Restaurant Technologies, Inc.

2. U.S. Trademark Applications:

None.