

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skyline Chili, LLC		02/16/2023	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association, as administrative agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1221066	SKYLINE	
Registration Number:	1293403	SKYLINE CHILI	
Registration Number:	1362692	SKYLINE CHILI	
Registration Number:	2197258	SKYLINE CHILI EST.1949	
Registration Number:	2197268	SKYLINE CHILI	
Registration Number:	2365353	SKYLINE CHILI	
Registration Number:	2460522	SKYLINE CHILI EST.1949	
Registration Number:	2461768	IT'S SKYLINE TIME.	
Registration Number:	2461787	FEELING GOOD AND HUNGRY? IT'S SKYLINE TI	
Registration Number:	2911840	FRESH SELECTS	
Registration Number:	2959263	SKYLINE CHILI	
Registration Number:	3997946	WHENEVER YOU'RE FEELING GOOD AND HUNGRY,	
Registration Number:	4406984	FEELING GOOD, IT'S SKYLINE TIME!	
Serial Number:	88338072	SKYLINE GREEK AMERICAN FOOD EST. 1949	
Registration Number:	1971140	CINCINNATI RECIPE	
Registration Number:	1452360	CINCINNATI RECIPE	
CORRESPONDENCE DATA			
Fax Number:	2025339099		

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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: 2024678800
Email: mcgoodwin@vorys.com
Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: P.O. Box 2255 -- IPLaw@Vorys
Address Line 4: Columbus, OHIO 43216

NAME OF SUBMITTER:	Michelle Goodwin
SIGNATURE:	/Michelle Goodwin/
DATE SIGNED:	06/27/2023

Total Attachments: 15
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 16, 2023 (the “Effective Date”), made between **SKYLINE CHILI, LLC**, an Ohio limited liability company, having its chief executive office at 4180 Thunderbird Lane, Fairfield, Ohio 45014 (“Borrower”), and **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, having an office at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, as administrative agent (in such capacity and together with any successor administrative agent, “Agent”), for the benefit of Secured Parties (as defined in the Credit Agreement (as defined below)), is as follows:

WITNESSETH

WHEREAS, Borrower and Skyline CEM Holdings, LLC, an Ohio limited liability company have entered into that certain Credit Agreement dated as of the Effective Date (as amended, restated, modified, supplemented, or replaced from time to time, the “Credit Agreement”) with Agent, L/C Issuer, Swing Line Lender, and the Lenders from time to time party thereto; and

WHEREAS, the Secured Obligations (as defined below) are to be secured pursuant to this Agreement;

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to Borrower, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby covenants and agrees with, and makes the following representations and warranties to the Agent, for the benefit of the Secured Parties, as follows:

1. DEFINITIONS.

1.1 Certain Capitalized Terms. Any capitalized term used, but not defined in this Agreement, will have the meaning given to it in the Credit Agreement.

1.2 Other Definitional Provisions; Construction. Unless otherwise specified,

(i) As used in this Agreement, accounting terms relating to Borrower not defined in this Agreement have the respective meanings given to them in accordance with GAAP. References to the Uniform Commercial Code, or UCC, means as adopted in the each applicable jurisdiction, as amended or superseded from time to time. References to the “Ohio UCC” means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time. The definition of any document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes. “Hereunder,” “herein,” “hereto,” “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural

and conversely; and any action required to be taken by Borrower is to be taken promptly, unless the context clearly indicates the contrary.

(ii) All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein:

“material item of Trademark Collateral” means, collectively, the Trademark Collateral that is material to Borrower’s business or the value of the Collateral, and shall include, without limitation, all of the Trademark Collateral that is comprised, in whole or in part, of marks, logos, or symbols using (or depicting) in any manner the word “Skyline” (alone or in combination with any other words, symbols or images).

“Permitted Liens” means those Liens that are permitted pursuant to both Section 5.7 of the Credit Agreement.

“Secured Obligations” means the “Obligations”, as defined in the Credit Agreement.

2. GRANT OF SECURITY. As security for the full, prompt and complete payment and performance of all of the Secured Obligations, Borrower hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and to, and a Lien on, all of the Trademark Collateral. As used herein, “Trademark Collateral” means, collectively: (a) all of Borrower’s right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the “Trademarks”; (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Borrower as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 3(a)) (Borrower’s rights as licensor or licensee sometimes referred to in this Agreement, collectively, as “Trademark License Rights”) and (g) together in each case with the goodwill of Borrower’s business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Borrower (“Intent to Use Applications”), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. LICENSES.

(a) Except for the Franchise Agreements (as defined in the Credit Agreement) and other licenses attendant to products and services provided by Borrower in the ordinary course of business consistent with past custom and practice, and the license granted to Skyline CEM Holdings, LLC in connection with the operation of certain Skyline Chili restaurants pursuant to the terms of the Management Agreement (as defined in the Credit Agreement), Borrower expressly represents, warrants, covenants and agrees that Borrower shall not license, as licensor, any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Agent, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 3(b) herein.

(b) Upon the occurrence of an Event of Default, Agent shall have the right, immediately or at any time thereafter, in its sole discretion in accordance with the Credit Agreement, to deliver to Borrower and to each licensee under a Trademark License notice terminating the Trademark Licenses, whereupon (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which Borrower expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to Borrower; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Agent's satisfaction or is waived in writing in accordance with the Credit Agreement, then, without any further action on the part of Agent, the Trademark Licenses will immediately revert with the licensees on the cessation of such Event of Default, subject to the terms of this Agreement.

4. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants that:

(i) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each item of the Trademark Collateral, free and clear of any Liens, charges and encumbrances including all pledges, assignments, releases and covenants by Borrower not to sue any other Person in respect of the Trademark Collateral, other than any Permitted Liens.

(ii) Set forth in Schedule I is a complete and accurate list of all the Trademarks and Trademark License Rights (other than Franchise Agreements) owned by Borrower or in which Borrower has any rights.

(iii) Each Trademark in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and, to the best of Borrower's knowledge, each application for trademark and service mark registration is valid, registered or registrable and enforceable. Borrower has notified the Agent in writing of all prior uses of any material item of the Trademark Collateral of which Borrower is aware which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(iv) Borrower has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except (a) pursuant

to any Franchise Agreements to which Borrower is a party and (b) as otherwise disclosed in Schedule I.

(v) Reasonable and proper statutory notice has been used in connection with the use of each registered Trademark.

(vi) The Trademark License Rights are in full force and effect, and Borrower is not in default of any of the Trademark License Rights and, to Borrower's knowledge, no event has occurred which with notice or the passage of time, or both, might constitute a default by Borrower under the Trademark License Rights.

(vii) Except for the recording of this Agreement with the United States Patent and Trademark Office and the filing of UCC financing statements with the State of Ohio, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either (a) for the grant by Borrower of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Borrower, or (b) for the perfection of or the exercise by the Agent of its rights and remedies hereunder.

5. FURTHER ASSURANCES.

5.1 Required Borrower Actions. Borrower will from time to time, at its expense, promptly execute and deliver all further instruments, documents, and agreements and take all further action, that may be necessary or desirable, or that the Agent may reasonably request, in order to (i) continue, perfect and protect the Liens granted or purported to be granted hereby or (ii) enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Borrower will sign and file such financing statements and such other instruments or notices, as may be necessary or desirable, or as the Agent may reasonably request, in order to perfect and preserve the Liens granted or purported to be granted hereby.

5.2 Financing Statements. Borrower hereby authorizes the Agent to file one or more financing statements relative to all or any part of the Trademark Collateral without the signature of Borrower where permitted by Law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering any or all of the Trademark Collateral shall be sufficient as a financing statement where permitted by Law.

5.3 Further Information. Borrower will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Agent may reasonably request, all in reasonable detail.

5.4 Additional Ownership Interests. Borrower agrees that, should it obtain an ownership interest in any Trademark or Trademark License Rights, which is not now identified in Schedule I, (i) Borrower will give prompt written notice thereof to the Agent, (ii) the provisions of Section 2 shall automatically apply to any such Trademarks and/or Trademark License Rights

(exclusive of any Intent to Use Applications), and (iii) all such Trademarks and/or Trademark License Rights (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of any marks and symbolized by any marks, shall automatically become part of the Trademark Collateral. Borrower authorizes the Agent to modify this Agreement by amending Schedule I to include any of the Trademarks or Trademark License Rights, which become part of the Trademark Collateral under this Section 5.4. Notwithstanding anything to the contrary set forth herein, Borrower shall not be required to comply with clause (i) of this Section 5.4 with respect to any Trademark License Rights constituting Franchise Agreements that are not now identified in Schedule I; *provided* that the foregoing shall not in any manner affect, impair, or otherwise extinguish the other provisions of this Section 5.4 (i.e. other than clause (i) hereof), all of which provisions shall continue in full force and effect with respect to all such Franchise Agreements.

5.5 Maintenance of Rights. Borrower will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark (unless Borrower has decided to abandon such Trademark in compliance with the requirements of this Section 5.5), and to pursue each material item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. Any expenses incurred in connection with such activities shall be borne by Borrower. Borrower shall not abandon (i) any registration of or any material item of Trademark Collateral, or (ii) any right to file an application for trademark or service mark registration, or any pending application, registration, trademark or service mark, unless in each case the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not necessary in the conduct of Borrower's business.

5.6 Notification. Borrower will notify the Agent immediately and in writing if Borrower learns (i) that any material item of the Trademark Collateral may become abandoned or dedicated; (ii) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Trademark Collateral; or (iii) that it is or potentially could be in default of any of the Trademark License Rights.

5.7 Infringement. If Borrower becomes aware that any material item of the Trademark Collateral is infringed or misappropriated by any Person, Borrower will promptly notify the Agent and will, if necessary under the circumstances, promptly sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation, and will take such other actions as Borrower deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities shall be borne by Borrower.

5.8 Statutory Notice. Borrower will continue to use, and will cause the use of, reasonable and proper statutory notice in connection with its or its franchisees' use of each registered Trademark.

6. TRANSFERS AND OTHER LIENS. Borrower shall not:

(i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral except (a) as expressly permitted by the Agreement and (b) that Borrower may license any Trademark Collateral in accordance with, and subject to the terms of, this Agreement;

(ii) create or suffer to exist any Lien or other charge or encumbrance upon or with respect to any of the Trademark Collateral except any Permitted Liens; or

(iii) take any other action in connection with any of the material items of Trademark Collateral that would impair the value of the interests or rights thereunder of Borrower or the Agent.

7. POWER OF ATTORNEY. Borrower hereby irrevocably appoints the Agent as Borrower's true and lawful attorney-in-fact, with full authority in Borrower's place, stead and on behalf of Borrower and in Borrower's name or otherwise, from time to time in the Agent's sole and absolute discretion, to take any action and to execute any instrument that the Agent may deem necessary or advisable on and after the occurrence of an Event of Default and during the continuance thereof to accomplish the purposes of this Agreement, including:

(i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral;

(ii) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) of this Section 7; and

(iii) (a) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any of the Trademark Collateral, (b) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) any and all of the Trademark Collateral in the Agent's name (or the name of any nominee), or (c) otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral.

8. THE AGENT MAY PERFORM.

8.1 Performance by the Agent. If Borrower fails to perform any of its obligations contained herein within 25 days after written notice to Borrower from the Agent, the Agent (solely at its option without any obligation to do so) may itself perform, or cause performance of, such obligations, and the expenses of the Agent incurred in connection therewith shall be payable by Borrower under Section 11.6 of the Credit Agreement.

8.2 The Agent May Bring Suit. On, and at any time after, the occurrence of an Event of Default and during the continuance thereof, the Agent will have the right, but in no way will

be obligated, to bring suit in its own name or in the name of Borrower to enforce any part of the Trademark Collateral. Borrower will, at the reasonable request of the Agent, do any and all lawful acts and sign any and all proper documents required by the Agent in aid of the Agent's enforcement actions. On the Agent's demand, Borrower will promptly reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 8.

9. THE AGENT'S DUTIES. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for moneys actually received by it under this Agreement, the Agent shall have no duty as to any of the Trademark Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Trademark Collateral in its possession if the Trademark Collateral is accorded treatment substantially equal to that which the Agent accords its own intellectual property.

10. REMEDIES. If any Event of Default occurs and is continuing:

(i) The Agent may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to the Agent, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may do any one or more of the following at the Agent's option: (a) cause the assignment of record in the United States Patent and Trademark Office (and each other applicable Governmental Authority) of the Trademark Collateral in the Agent's name (on behalf of the Secured Parties) or in the name of any nominee of Agent; (b) exercise any and all rights and remedies of Borrower under or otherwise in respect of either the Trademark Collateral; (c) license the Trademark Collateral or any part thereof, or assign its rights to the Trademark License Rights to any Person; and (d) with 10 days' advance notice (unless no notice is required under applicable Law), sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (1) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (2) Borrower will supply to the Agent or its designee Borrower's (A) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (B) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Borrower agrees that, to the extent notice of sale shall be required by Law, at least 10 days' notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(ii) All payments received by Borrower under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of the Agent (on behalf of the Secured Parties), shall be segregated from other funds of Borrower and shall be forthwith paid over to the Agent in the same form as so received (with any necessary indorsements).

(iii) All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied in whole or in part by the Agent against, all or any part of the Secured Parties, in such order in accordance with the Credit Agreement. Any surplus of such cash or cash proceeds held by the Agent and remaining after the indefeasible payment in full of all the Secured Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive such surplus.

11. AMENDMENTS; WAIVERS; CONSENTS. No amendment or waiver of any provision of this Agreement nor consent to any departure by Borrower from the terms of this Agreement shall in any event be effective unless such amendment or waiver shall be in writing and signed by the Agent, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

12. NOTICES. Any notice or notification required, permitted or contemplated hereunder shall be in writing, shall be addressed and given to the party to be notified at the address set forth in, and in the manner required by, Section 12.3 of the Credit Agreement.

13. GENERAL.

13.1 Continuing Rights. This Agreement shall create a continuing Lien on, and collateral assignment of, Trademark Collateral in favor of Agent (for the benefit of the Secured Parties) and shall (i) remain in full force and effect until the termination of this Agreement in accordance with its terms, (ii) be binding upon Borrower, its successors and assigns, and (iii) inure, together with the rights and remedies of the Agent hereunder, to the benefit of each Secured Party and each Secured Party's successors, transferees and assigns.

13.2 Termination. Subject to Section 13.10 below, this Agreement will terminate on the latest to occur of (i) the full and indefeasible performance, payment and satisfaction of all the Secured Obligations and (ii) the termination of the Agreement, at which time the Liens granted hereby shall terminate and all rights to the Trademark Collateral shall revert to Borrower. Upon any such termination, the Agent will, at Borrower's expense, execute and deliver to Borrower such documents as Borrower reasonably requests to evidence such termination, including, without limitation, releases of the Liens on, and collateral assignments of, the Trademark Collateral granted hereunder.

13.3 Severability. If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall

remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

13.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Ohio (without regard to Ohio conflicts of laws principles), except to the extent that the validity or perfection of the Liens or the remedies hereunder, in respect of any particular Trademark Collateral are governed by the Law of the United States or any other jurisdiction other than the State of Ohio.

13.5 WAIVER OF JURISDICTION. The Agent (on behalf of itself and the other Secured Parties) and Borrower hereby designate all courts of record sitting in Cincinnati, Ohio, both state and federal, as forums where any action, suit or proceeding in respect of or arising out of this Agreement or the transactions contemplated by this Agreement may be prosecuted as to all parties, their successors and assigns, and by the foregoing designations the Agent (on behalf of itself and the other Secured Parties) and Borrower consent to the jurisdiction and venue of such courts. BORROWER WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN THE STATE OF OHIO FOR THE PURPOSES OF LITIGATION TO ENFORCE SUCH SECURED OBLIGATIONS OF BORROWER. In the event such litigation is commenced, Borrower agrees that service of process may be made and personal jurisdiction over Borrower obtained by service of a copy of the summons, complaint and other pleadings required to commence such litigation upon Borrower at the address set forth in the Credit Agreement. Borrower recognizes and agrees that (a) the agency for receipt of notices set forth in the Credit Agreement has been created for the benefit of Borrower and (b) shall not be revoked, withdrawn or modified without the consent of the Agent.

13.6 Headings. The headings in this Agreement are for reference purposes only and will not relate to, or affect in any way, the construction or interpretation of this Agreement.

13.7 Survival. The representations, warranties, covenants and agreements contained in this Agreement or in any Schedule attached hereto shall survive the signing of this Agreement.

13.8 Entire Agreement. This Agreement, together with the other Loan Documents, sets forth the entire agreement of the parties with respect to subject matter of this Agreement and supersedes all previous understandings, written or oral, in respect thereof.

13.9 Assignment. The Agent, subject to the terms of the Credit Agreement and this Agreement, shall have the right to assign this Agreement. Borrower may not assign, transfer or otherwise dispose of any of its rights or obligations hereunder, by operation of Law or otherwise, and any such assignment, transfer or other disposition without the Agent's written consent shall be void. All of the rights, privileges, remedies and options given to the Agent (for the benefit of Secured Parties) under this Agreement shall inure to the benefit of each Secured Party's successors and assigns, respectively, and all the terms, conditions, covenants, provisions and warranties herein shall inure to the benefit of and bind the permitted successors and assigns of Borrower and each Secured Party, respectively.

13.10 Revival of Obligations. To the extent Borrower makes a payment or payments to any Secured Party or any Secured Party receives any payment or proceeds of the Trademark Collateral or any other collateral or security for Borrower's benefit, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Secured Obligations or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment or proceeds had not been received by the affected Secured Party.

13.11 The Agent. Agent's Additional Rights Regarding the Collateral. All of the Secured Obligations shall be secured by all of the Collateral. In addition to all other rights and remedies under the other Loan Documents, Agent may, in its discretion, following the occurrence of a Default: (i) exchange, enforce, waive or release, any of the Collateral or portion thereof, (ii) apply the proceeds of the Collateral against the Secured Obligations (in accordance with the terms of the Credit Agreement) and direct the order or manner of the liquidation thereof (including any sale or other disposition), as Agent may, from time to time, in each instance determine, and (iii) settle, compromise, collect or otherwise liquidate any such security in any manner without affecting or impairing its right to take any other further action with respect to any security or any part thereof.

13.12 Concerning the Agent. The rights, privileges and immunities of the Agent set forth in the Credit Agreement (collectively, the "Incorporated Provisions") are hereby incorporated by reference and made a part of this Agreement to the same extent as if the Incorporated Provisions were set forth herein. Notwithstanding anything to the contrary in this section, neither Borrower nor any successor or assignee of Borrower, by operation of Law or otherwise, is a party to the Credit Agreement, and Borrower will not have (a) any right in or to enforcement of the Credit Agreement as against any Secured Party, (b) any claim of damage if any Secured Party defaults under the Credit Agreement, or (c) any right to object or consent to any amendment, modification, or supplement to, or any restatement or replacement of, the Credit Agreement undertaken by the Secured Parties. Without limiting the generality of the foregoing:

(i) As between Borrower and Agent, Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting; and

(ii) By accepting the benefits of this Agreement, each Secured Party specifically acknowledges and agrees that, as between Agent and the other Secured Parties:

(a) Agent will hold all items of the Trademark Collateral at any time received under this Agreement in accordance with the terms of this Agreement and the Credit Agreement, and the obligations of Agent as holder of the Trademark Collateral and any interests therein and with respect to any disposition of any of the Trademark Collateral or any interests therein are only those obligations expressly set forth in this Agreement and the Credit Agreement; and

(b) this Agreement may be enforced only by the action of Agent and that no Secured Party other than Agent shall have any right individually to seek to enforce or to enforce this Agreement, it being understood and agreed that such rights and remedies may be exercised by Agent, for the benefit of Secured Parties, upon the terms of this Agreement, the Credit Agreement, and the other Loan Documents.

13.13 Conflict. If there is any conflict, ambiguity, or inconsistency, in the Agent's judgment, between the terms of this Agreement, the Credit Agreement, or any of the other Loan Documents, then the applicable terms and provisions, in the Agent's judgment, providing the Agent (or, as applicable, the Secured Parties) with greater rights, remedies, powers, privileges, or benefits will control.

13.14 WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR THE SECURED PARTIES TO EXTEND CREDIT TO BORROWERS (AS DEFINED IN THE CREDIT AGREEMENT), AND AFTER HAVING THE OPPORTUNITY TO CONSULT COUNSEL, BORROWER HEREBY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO THIS AGREEMENT OR ARISING IN ANY WAY FROM THE SECURED OBLIGATIONS.

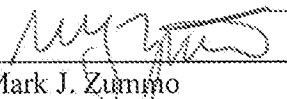
13.15 Counterparts. This Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart hereof signed by each of the parties hereto. Delivery of this Agreement by, or on behalf of, Borrower by fax transmission or by electronic mail in portable document format ("pdf") (i) may be relied on by the Secured Parties as if the document were a manually signed original and (ii) will be binding on Borrower for all purposes.

13.16 Credit Agreement. Notwithstanding anything to the contrary in this Agreement, the rights and remedies of Agent set forth in, or pursuant to, this Agreement are subject to the terms and conditions of the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has, by its duly authorized officer, signed this Agreement as of the Effective Date.

SKYLINE CHILI, LLC

By: 
Name: Mark J. Zummo
Title: Secretary

Accepted at Cincinnati, Ohio
as of the Effective Date.

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION, as Agent**

By: _____
Name: William R. Keehn
Title: Vice President

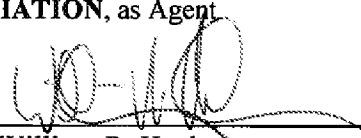
IN WITNESS WHEREOF, Borrower has, by its duly authorized officer, signed this Agreement as of the Effective Date.

SKYLINE CHILI, LLC

By: _____
Name: Mark J. Zummo
Title: Secretary

Accepted at Cincinnati, Ohio
as of the Effective Date.

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION, as Agent**




By:  _____
Name: William R. Keehn
Title: Vice President


SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 008111 FRAME: 0562

SCHEDULE I

(Trademark Collateral)

Trademark/Service Mark	U.S. Registration/Application No.
SKYLINE	1,221,066
SKYLINE CHILI	1,293,403
SKYLINE CHILI & Design 	1,362,692
SKYLINE CHILI EST. 1949 & Design 	2,197,258
SKYLINE CHILI	2,197,268
SKYLINE CHILI	2,365,353
SKYLINE CHILI EST. 1949 & Design 	2,460,522
IT'S SKYLINE TIME	2,461,768
FEELING GOOD AND HUNGRY? IT'S SKYLINE TIME.	2,461,787
FRESH SELECTS	2,911,840
SKYLINE CHILI	2,959,263
Whenever You're Feeling Good And Hungry, It's Skyline Time	3,997,946
Feeling Good, It's Skyline Time!	4,406,984

	88338072
Cincinnati Recipe	1,971,140
Cincinnati Recipes	1,452,360