

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hinda, Inc.		10/19/2012	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	Madison Capital Funding LLC, as Agent for the Lenders
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Serial Number:	85396856	INFINITE
Serial Number:	85679025	HINDA
Serial Number:	85678951	
Serial Number:	85678864	HINDA INCENTIVES
Serial Number:	85678016	HINDA INCENTIVES
Registration Number:	3928360	WAREHOUSE DASH
Registration Number:	3184696	WAA
Registration Number:	3443279	WORLD AWARD ALLIANCE
Registration Number:	2633178	INNERGE
Serial Number:	75490732	INCENTIVE EXCHANGE

CORRESPONDENCE DATA	
Fax Number:	4155911400
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	

CH \$265.00 85396856

via US Mail.

Phone: 415-591-1000
Email: trademarksSF@winston.com
Correspondent Name: Becky L. Troutman, c/o Winston & Strawn
Address Line 1: 101 California Street
Address Line 2: Suite 3900
Address Line 4: San Francisco, CALIFORNIA 94111-5894

ATTORNEY DOCKET NUMBER:	006737.00152
NAME OF SUBMITTER:	Becky L. Troutman
Signature:	/Becky L. Troutman/
Date:	10/29/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

October 19, 2012

WHEREAS, Hinda, Inc., an Illinois corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor and/or one or more of Grantor's affiliates, as Borrowers, the other Loan Parties thereto, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property

rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

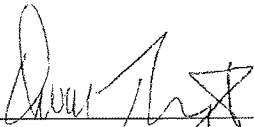
Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

HINDA, INC.

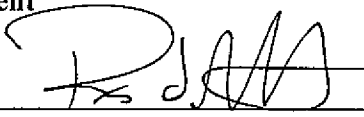
By: 
Name: Owen Tharrington
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004890 FRAME: 0108

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 

Name: **Peter J. Notter**
Title: **Senior Vice President**

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

(Hinda, Inc.)

TRADEMARKS / TRADEMARK APPLICATIONS:

Title	Application / Registration Number
INFINITE (Stylized)	85/396856
HINDA	85/679025
"Carrot" Design	85/678951
HINDA INCENTIVES & Design	85/678864
HINDA INCENTIVES	85/678016
WAREHOUSE DASH	3,928,360
WAA	3,184,696
WORLD AWARD ALLIANCE	3,443,279
INNERGE (Stylized)	2,633,178
INCENTIVE EXCHANGE	75/490732

TRADEMARK LICENSES

1/7/2007 Trademark/Service Mark License Agreement by and between S&A Restaurant Corp. (licensor) and Hinda Incentives (licensee)