

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Steak Processors, Inc.		03/20/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, 11th Floor		
Internal Address:	TX1-492-11-23		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202-3714		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4037302	NATIONAL STEAK AND POULTRY	
Registration Number:	3944012	NSP	
Registration Number:	2582739	STEAKHOUSE CERTIFIED	
Registration Number:	1783728	SAVORY SIRLOIN	
Registration Number:	2519381	SAVORY SIRLOIN	
Registration Number:	2499220	SEARED N' SEALED	
CORRESPONDENCE DATA			
Fax Number:	2149997919		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-220-7919		
Email:	jucooper@velaw.com		
Correspondent Name:	Julie H. Cooper		
Address Line 1:	2001 Ross Avenue, Suite 3700		
Address Line 2:	c/o Vinson & Elkins LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	BAN177/52002		
NAME OF SUBMITTER:	Julie H. Cooper		

OP \$165.00 4037302

SIGNATURE:	/julie h cooper/
DATE SIGNED:	03/25/2014
Total Attachments: 5 source=Trademark Security Agreement - National Steak Processors Inc#page1.tif source=Trademark Security Agreement - National Steak Processors Inc#page2.tif source=Trademark Security Agreement - National Steak Processors Inc#page3.tif source=Trademark Security Agreement - National Steak Processors Inc#page4.tif source=Trademark Security Agreement - National Steak Processors Inc#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of March 20, 2014 (this "Agreement"), between National Steak Processors, Inc., a California corporation ("Borrower"), and Bank of America, N.A. ("Lender"). Reference is made to the Loan and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Borrower and Lender.

Lender has agreed to extend credit to Borrower subject to the terms and conditions set forth in the Loan Agreement. The obligation of Lender to extend such credit is conditioned upon, among other things, the execution and delivery of this Agreement. Borrower will derive substantial benefits from such extension of credit pursuant to the Loan Agreement and is willing to execute and deliver this Agreement in order to induce Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement. The rules of construction specified in Section 1.4 of the Loan Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Borrower pursuant to the Loan Agreement did, and hereby does, grant to Lender, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by Borrower or in, to or under which Borrower now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Furtherance of Interests. The security interests granted to Lender herein are granted in furtherance, and not in limitation of, the security interests granted to Lender pursuant to the Loan Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This 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 Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BORROWER:

**NATIONAL STEAK PROCESSORS,
INC., a California corporation**

By: _____

Name: Steven A. Kormondy

Title: President

LENDER:

BANK OF AMERICA, N.A.

By: _____

Name: H. Michael Wills

Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


BORROWER:

**NATIONAL STEAK PROCESSORS,
INC.,** a California corporation

By: _____
Name: Steven A. Kormondy
Title: President

LENDER:

BANK OF AMERICA, N.A.

By: 
Name: H. Michael Wills
Title: Senior Vice President

SCHEDULE I

Trademarks

Trademarks/Service marks granted by the US Patent and Trademark Office:

<u>Registered Owner</u>	<u>Mark</u>	<u>Date of Registration</u>	<u>Registration Number</u>	<u>Country/Class</u>
"National Steak and Poultry"	Borrower	Active	4037302	October 11, 2011
"NSP"	Borrower	Active	3944012	April 12, 2011
"Steakhouse Certified"	Borrower	Active	2582739	June 18, 2002
"Savory Sirloin"	Borrower	Active	1783728 / 2519381	July 20 ,1993 / December 18, 2001
"Seared N' Sealed"	Borrower	Active	2499220	October 16, 2001

Trademark Applications filed with US Patent and Trademark Office:

None.