

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310100

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mission BBQ Holdings, LLC		06/03/2014	LIMITED LIABILITY COMPANY: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M&T Bank		
<b>Street Address:</b>	One M&T Plaza		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4403173	BAY-B-QUE	
<b>Registration Number:</b>	4400097	BAY-B-QUE	
<b>Registration Number:</b>	4207461	MISSION BBQ THE AMERICAN WAY.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	267-338-1305		
<b>Email:</b>	knevins@offitkurman.com		
<b>Correspondent Name:</b>	Kristin Mazany Nevins		
<b>Address Line 1:</b>	1801 Market Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	00020938.00227		
<b>NAME OF SUBMITTER:</b>	Kristin Mazany Nevins		
<b>SIGNATURE:</b>	/kristin mazany nevins/		
<b>DATE SIGNED:</b>	07/09/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") dated June 3, 2014, is made by MISSION BBQ HOLDINGS, LLC, a Maryland limited liability company (the "Grantor") in favor of M&T BANK (the "Secured Party").

Reference is made to the Credit Agreement, dated June 3, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor and others in favor of Secured Party. Secured Party has agreed to extend credit to the Grantor and others subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, as a condition precedent to Secured Party's extension of such credit, Grantor and others have executed and delivered to Secured Party the General Security Agreement dated June 3, 2014, made by the Grantor and others in favor of Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

**SECTION 1. Terms.** Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Credit Agreement and Security Agreement, as applicable.

**SECTION 2. Grant of Security.** As security for the payment or performance, as the case may be, in full of the Obligations (as defined in the Security Agreement), Grantor hereby grants to Secured Party, its successors and assigns, a security interest in, all of Grantor's right, title and interest in, to and under all of the following Collateral (as defined in the Security Agreement) of Grantor (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, internet domain names or other source or business identifiers or designs of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations thereof, and all registration 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 or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule A attached hereto; (b) all rights and privileges arising under applicable law with respect to Grantor's use of any trademarks; (c) all extensions and renewals thereof; (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof; (e) all rights corresponding thereto throughout the world; (f) all rights to sue for past, present and future infringements or dilutions thereof; and (g) to the extent not otherwise included, all proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

**SECTION 3. Security for Obligations.** The grant of a security interest in the Trademarks by Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

**SECTION 4. Recordation.** Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

**SECTION 5. Execution in Counterparts.** This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Delivery by telecopier or by electronic .pdf copy of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

**SECTION 6. Security Agreement.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the

rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF MARYLAND.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

WITNESS/ATTEST:

GRANTOR:

MISSION BBQ HOLDINGS, LLC,  
A Maryland Limited Liability Company

[Handwritten Signature]  
Signature of Witness

By: [Handwritten Signature] (SEAL)  
William Kraus  
Managing Member

Ryan Culley  
Typed or Printed Name of Witness

**Acknowledgment**

STATE OF MARYLAND, CITY/COUNTY OF Howard, TO WIT:

I HEREBY CERTIFY that on this 3rd day of June, 2014, before me, the subscriber, a Notary Public of the jurisdiction aforesaid, personally appeared William Kraus, and acknowledged himself to be the Managing Member of MISSION BBQ HOLDINGS, LLC, a Maryland limited liability company, and acknowledged that he, being authorized so to do, executed the foregoing document for the purposes therein contained, in the aforementioned capacity.

IN WITNESS MY Hand and Notarial Seal.

[Handwritten Signature] (SEAL)  
NOTARY PUBLIC

My Commission Expires:  
5/17/2015

**SCHEDULE A**

**UNITED STATES TRADEMARKS**

<b>MARK</b>	<b>Owner</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Application Date</b>	<b>Registration Date</b>
BAY-B-QUE (Word & Design)	Mission BBQ Holdings, LLC	85844482	4403173	February 8, 2013	September 17, 2013
BAY-B-QUE (Word)	Mission BBQ Holdings, LLC	85844764	4400097	February 8, 2013	September 10, 2013
MISSION BBQ THE AMERICAN WAY (Word & Design)	Mission BBQ Holdings, LLC	85380632	4207461	July 26, 2011	September 11, 2012