

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319206

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Interest (Second Lien)		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SMG-Premier Food Services, Inc.		09/30/2014	CORPORATION: CALIFORNIA
SMG-Premier Food Services Management Group, Inc.		09/30/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH		
<b>Street Address:</b>	Eleven Madison Avenue		
<b>Internal Address:</b>	23rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	CORPORATION: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2676373	PREMIER FOOD SERVICES	
<b>Registration Number:</b>	2661705	PREMIER FOOD SERVICES	
<b>Registration Number:</b>	2600495	CARRIAGE TRADE CATERING	
<b>Registration Number:</b>	2620072	CARRIAGE TRADE CATERING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128225096		
<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>Email:</b>	nbrowand@milbank.com		
<b>Correspondent Name:</b>	Milbank, Tweed, Hadley & McCloy LLP		
<b>Address Line 1:</b>	One Chase Manhattan Plaza		
<b>Address Line 2:</b>	Attn: Nathaniel T. Browand		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>ATTORNEY DOCKET NUMBER:</b>	28302.60700		
<b>NAME OF SUBMITTER:</b>	Nathaniel T. Browand		
<b>SIGNATURE:</b>	/Nathaniel T. Browand/		

TRADEMARK

<b>DATE SIGNED:</b>	10/06/2014
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**Total Attachments: 6**

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**SECOND LIEN INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 30, 2014, is made by SMG-Premier Food Services, Inc., a California corporation, and SMG-Premier Food Services Management Group, Inc., a California corporation (each, an "Additional Grantor" and together, the "Additional Grantors"), in favor of Credit Suisse AG, Cayman Islands Branch ("CS AG"), as agent for the Secured Parties (as defined in the Second Lien Pledge and Security Agreement referred to below) (in such capacity, the "Second Lien Agent").

**RECITALS:**

A. SMG Holdings, Inc., a Delaware corporation ("Parent"), SMG Holdings I, LLC, a Delaware limited liability company ("Holdings I"), SMG Holdings II, LLC, a Delaware limited liability company ("Holdings II"), SMG, a Pennsylvania general partnership (the "Borrower"), the Lenders at any time party thereto, the Issuing Lenders, Credit Suisse Securities (USA) LLC, as a joint lead arranger, Morgan Stanley Senior Funding, Inc., as a joint lead arranger and CS AG, as administrative agent and collateral agent for the Lenders have entered into that certain Second Lien Credit Agreement dated as of February 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

B. In connection with the Credit Agreement, Parent, Holdings I, Holdings II and the Borrower and certain of its Affiliates and Subsidiaries (other than Additional Grantors as defined in the Second Lien Pledge and Security Agreement) have entered into (i) that certain Second Lien Pledge and Security Agreement dated as of February 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement") in favor of the Second Lien Agent for the benefit of the Secured Parties; and

C. Each Additional Grantor has executed and delivered that certain Assumption and Joinder Agreement, dated as of the date hereof, in favor of the Second Lien Agent, pursuant to which the Additional Grantor has joined the Second Lien Pledge and Security Agreement and pursuant to which the Additional Grantors are required to execute and deliver this Second Lien Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Additional Grantor hereby agrees with the Second Lien Agent as follows:

**SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Second Lien Pledge and Security Agreement shall have the meaning given to them in the Credit Agreement or the Second Lien Pledge and Security Agreement, as the case may be.

SECTION 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY  
COLLATERAL

Each Additional 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 of such Additional Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Agent, for the benefit of the Secured Parties, and grants to the Second Lien Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of such Additional Grantor (the "Intellectual Property Collateral"):

(a) all of its Copyrights and Copyright Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, renewals, continuations or extensions of the foregoing;

(c) all Proceeds of the foregoing, including, without limitation, any claim by Additional Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright License.

and

(d) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(e) all reissues, re-examinations, continuations, continuations-in-party, divisions or extensions of the foregoing;

(f) all Proceeds of the foregoing, including, without limitation, any claim by Additional Grantor against third parties for past, present, future infringement or dilution of any Patent or Patent licensed under any Patent License.

and

all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(g) all reissues, renewals, continuations or extensions of the foregoing;

(h) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(i) all Proceeds of the foregoing, including, without limitation, any claim by Additional Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### SECTION 3. SECOND LIEN PLEDGE AND SECURITY AGREEMENT

The security interest granted pursuant to this Second Lien Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Second Lien Pledge and Security Agreement and each Additional Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

### SECTION 4. GOVERNING LAW

THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

### SECTION 5. INTERCREDITOR AGREEMENT

Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interests granted to the Second Lien Agent, for the benefit of the Secured Parties, pursuant to this Agreement, and the exercise of any right or remedy by the Second Lien Agent and the other Secured Parties hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the provisions of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

\* \* \*

*[Signatures Pages Follow]*

IN WITNESS WHEREOF, each Additional Grantor has caused this Second Lien Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SMG-PREMIER FOOD SERVICES, INC.  
as Additional Grantor

By: John F. Burns  
Name: John F. Burns  
Title: Vice President and Secretary

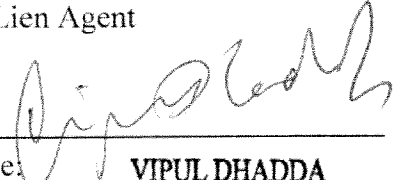
SMG-PREMIER FOOD SERVICES  
MANAGEMENT GROUP, INC.  
as Additional Grantor


By: John F. Burns  
Name: John F. Burns  
Title: Vice President and Secretary

[SECOND LIEN IP SECURITY AGREEMENT SIGNATURE PAGE]

ACCEPTED AND AGREED  
as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH  
as Second Lien Agent

By:   
Name: **VIPUL DHADDA**  
Title: **AUTHORIZED SIGNATORY**

By:   
Name: **MICHAEL SPAIGHT**  
Title: **AUTHORIZED SIGNATORY**

**SCHEDULE I  
TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

<b>Owner</b>	<b>Mark</b>	<b>Country</b>	<b>Registration Number</b>
Premier Food Services Management Group, Inc.	Premier Food Services (word)	USA	2,676,373
Premier Food Services Management Group, Inc.	Premier Food Services (logo)	USA	2,661,705
Premier Food Services Management Group, Inc.	Carriage Trade Catering (words)	USA	2,600,495
Premier Food Services Management Group, Inc.	Carriage Trade Catering (logo)	USA	2,620,072
Premier Food Services Management Group, Inc.	Premier Food Services (word and logo)	CA	67361
Premier Food Services Management Group, Inc.	Carriage Trade Catering (word and logo)	CA	67362

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