

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Diner Development, LLC	FORMERLY Silver Diner Development, Inc.	12/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EagleBank		
Street Address:	7815 Woodmont Ave.		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1559410	SD IT'S TIME TO DINE	
Registration Number:	1563416	SILVER DINER	
Registration Number:	1563417	IT'S TIME TO DINE 9 3 6 SD	
Registration Number:	1563964	SILVER DINER	
Registration Number:	3081818	SILVER DINER	
Registration Number:	4856421	SILVER	
Registration Number:	5033433	FLEXITARIAN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2025217736		
Email:	pgasnier@dclawfirm.com		
Correspondent Name:	Philippa Gasnier		
Address Line 1:	5335 Wisconsin Ave., NW, Suite 600		
Address Line 4:	Washington, D.C. 20015		
NAME OF SUBMITTER:	Philippa T. Gasnier		
SIGNATURE:	/ptg/		
DATE SIGNED:	08/23/2018		

OP \$190.00 1559410

Total Attachments: 20

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Silver Diner Development, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other limited liability company _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 26, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: EagleBank

Street Address: 7815 Woodmont Ave.

City: Bethesda

State: Maryland

Country: USA Zip: 20814

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Maryland
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

1559410; 1563416; 1563417; 1563964; 3081818; 4856421; 5033433

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Word and image marks for It's Time to Dine; Silver Diner, Silver and Flexitarian

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Philippa Gasnier

Internal Address: _____

Street Address: 5335 Wisconsin Ave., NW, Suite 600

City: Washington

State: DC Zip: 20015

Phone Number: 202-521-7736

Docket Number: _____

Email Address: pgasnier@dclawfirm.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

[Signature]
Signature

August 23, 2018

Date

Philippa T. Gasnier

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 20

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "IP Security Agreement"), dated as of December 12, 2017, by **SILVER DINER, INC.**, a Delaware corporation, **SILVER DINER DEVELOPMENT, LLC**, a Virginia limited liability company, successor-in-interest by conversion to Silver Diner Development, Inc., **SILVER DINER METRO, LLC**, a Delaware limited liability company, **SILVER DINER LIMITED PARTNERSHIP**, a Virginia limited partnership and **SILVER DINER POTOMAC MILLS, INC.**, a Virginia corporation (each individually a "Grantor" and collectively referred to herein as "Grantors"), in favor of **EAGLEBANK** (the "Secured Party"), recites and provides as follows:

WITNESSETH:

WHEREAS, the Secured Party has agreed to make a loan to Silver Diner Columbia, LLC, a Delaware limited liability company ("SD Columbia") in the principal amount of up to One Million Nine Hundred Seventy-Five Thousand and No/100 Dollars (\$1,975,000.00) (the "SD Columbia Loan") for a portion of the build-out costs of a new classic Silver Diner restaurant to be located in Columbia, Howard County, Maryland; and

WHEREAS, the Secured Party is also the holder of (i) that certain line of credit and letter of credit facility (the "SD Frederick Loan") evidenced by the Leasehold Deed of Trust Note [Frederick] dated as of September 30, 2015 made by Silver Diner Frederick, LLC payable to the order of Secured Party in the principal amount of \$1,875,000.00, as the same may be amended, restated, renewed, supplemented or substituted from time to time (the "SD Frederick Note"), (ii) that certain loan (the "SD Rockville Loan") evidenced by the Leasehold Deed of Trust Note [Rockville] dated as of July 28, 2014 made by Silver Diner Rockville, LLC payable to the order of Secured Party in the principal amount of \$3,600,000.00, as the same may be amended, restated, renewed, supplemented or substituted from time to time (the "SD Rockville Note"), (iii) that certain loan (the "SD Waldorf Loan") evidenced by the Leasehold Deed of Trust Note [Waldorf] dated as of December 23, 2013 made by Silver Diner Waldorf, LLC ("SD Waldorf") and Silver Bethesda, LLC ("Silver Bethesda") payable to the order of Secured Party in the principal amount of \$1,575,000.00, as the same may be further amended, restated, renewed, supplemented or substituted from time to time (the "SD Waldorf Note"), (iv) that certain loan (the "Silver Bethesda Loan") evidenced or to be evidenced by the Leasehold Deed of Trust Note [Bethesda] dated as of December 23, 2013 made by SD Waldorf and Silver Bethesda payable to the order of Secured Party in the principal amount of \$1,575,000.00, as the same may be further amended, restated, renewed, supplemented or substituted from time to time (the "Silver Bethesda Note"), (v) that certain loan (the "SDD LLC Loan") evidenced by the Consolidated, Amended and Restated Leasehold Deed of Trust Note dated as of June 28, 2013 made by Silver Diner BWI, LLC, a Delaware limited liability company ("SD BWI"), Silver Diner, LLC, a Delaware limited liability company, Silver Diner Limited Partnership, a Virginia limited partnership, Silver Diner of Laurel, Inc., a Maryland corporation, Silver Diner Potomac Mills, Inc., a Virginia corporation, Metro Silver Diner Annapolis, LLC, a Delaware limited liability company, Silver Diner Development, LLC, a Virginia limited liability company which is the successor in interest by conversion to Silver Diner Development, Inc., and Silver Diner Metro, LLC, a

Delaware limited liability company (collectively with SD Columbia, Silver Diner Inc., SD Frederick, SD Rockville, Silver Bethesda, SD Waldorf and Silver Cathedral, the "Credit Parties" or singularly, a "Credit Party"), payable to the order of Secured Party in the principal amount of \$2,750,000.00, (vi) that certain loan (the "SD BWI Loan") evidenced by the Amended and Restated Leasehold Deed of Trust Note dated as of June 13, 2012 made payable by SD BWI to the order of the Secured Party in the principal amount of \$3,300,000.00, as modified by that certain Loan Modification Agreement dated effective as of July 1, 2013, as further modified and the principal amount thereof increased by that certain Allonge and Modification of Amended and Restated Leasehold Deed of Trust Note dated as of August 22, 2016 made by SD BWI payable to the order of Lender in the principal amount of \$3,529,780.45 and amended by a Master Covenants Agreement and Third Loan Modification Agreement dated as of August 22, 2016 and (vii) that certain loan evidenced by the Leasehold Deed of Trust Note [Cathedral Commons] dated as of August 22, 2016 made by Silver Cathedral Commons, LLC ("Silver Cathedral") payable to the order of Lender in the principal amount of \$1,575,000.00, as the same may be amended, restated, renewed, supplemented or substituted from time to time (the "Silver Cathedral Note"), and (viii) any other loans or extensions of credit by Secured Party to any one or more of the Credit Parties (all of the foregoing in "i" through "viii" above, together with the SD Columbia Loan, hereinafter referred to collectively as the "Loans" and the notes evidencing such loans as the "Notes" and the documents evidencing, securing and/or implementing any one or more of the loans evidenced by the Notes hereinafter referred to collectively as the "Loan Documents" and all obligations under any of the Loans and Loan Documents, hereinafter referred to collectively as the "Secured Obligations"; and

WHEREAS, to induce the Secured Party to make the SDD LLC Loan, the Grantors did execute and deliver a certain Intellectual Property Security Agreement dated as of June 28, 2013 made by Grantors for the benefit of the Secured Party (as amended prior to the date hereof, the "Original IP Agreement"); and

WHEREAS, the Grantors will be benefitted by the disbursement of the proceeds of the SD Columbia Loan, and to induce the Secured Party to make the SD Columbia Loan and in consideration thereof, Grantors have agreed to execute and deliver this Agreement to the Secured and to grant the Secured Party a security interest in certain property of the Grantors to secure the prompt payment, performance and discharge in full of all of the Secured Obligations.

Now, **THEREFORE**, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees that the foregoing recitals and defined terms therein are incorporated in the body of this agreement and the Original IP Agreement is hereby restated as follows to secure all Secured Obligations:

SECTION 1. Grant of Security Interest in IP Collateral.

(a) Each Grantor hereby grants and re-grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the

following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) all United States federal and state trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, livery, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule 1 hereto (as such schedule may be amended or supplemented from time to time);

(ii) the goodwill of the business symbolized by the foregoing, the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill;

(iii) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;

(iv) any and all agreements granting any right in, to or under Trademarks to which such Grantor is a party, whether such Grantor is licensee or licensor thereunder, ("Trademark Licenses") including, without limitation, each agreement referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time); and

(v) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

(b) Each Grantor hereby grants and re-grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Copyright Collateral" and, together with the Trademark Collateral, the "Intellectual Property"):

(i) all United States Copyrights, including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. § 901), whether registered or unregistered, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations referred to on Schedule II hereto (as such schedule may be amended or supplemented from time to time);

(ii) all rights corresponding thereto throughout the world, the right to sue for past, present and future infringements of any of the foregoing;

(iii) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit;

(iv) any and all agreements granting any right in, to or under Copyrights to which any Grantor is a party (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule II hereto (as such schedule may be amended or supplemented from time to time); and

(v) to the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

(c) **Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the security interests granted herein attach to any lease, license, contract, property rights or agreement to which a Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such Lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above.

SECTION 2. Representations and Warranties. Each Grantor hereby represents and warrants, as of the date hereof, that:

(a) Schedule I (as such schedule may be amended or supplemented from time to time) sets forth a true and complete list of (i) all United States and federal registrations of and applications for Trademark Collateral owned by such Grantor and (ii) all Trademark Licenses material to the business of such Grantor as of such date;

(b) Schedule II (as such schedule may be amended or supplemented from time to time) sets forth a true and complete list of (i) all United States and federal registrations of and applications for Copyrights owned by such Grantor and (ii) all Copyright Licenses and Trade Secret Licenses material to the business of such Grantor as of such date;

(c) it is the owner of the entire right, title, and interest in and to all Intellectual Property listed on Schedules I and Schedule II that it purports to own (as such schedules may be amended or supplemented from time to time);

(d) upon filing of a proper UCC-1 financing statement with the secretary of state's office of each Grantor's state of organization or recordation in the applicable intellectual property registries, if applicable, the security interests granted to the Secured Party in the Intellectual Property hereunder constitute valid and perfected first priority Liens;

(e) all registrations and applications for copyrights and trademarks purported to be owned by such Grantor are standing in the name of such Grantor;

(f) to the best of such Grantor's knowledge, the conduct of such Grantor's business does not infringe upon or otherwise violate any trademark, copyright, trade secret or other intellectual property right owned or controlled by a third party; no claim has been made that the use of any Trademark Collateral owned or used by such Grantor (or any of its respective licensees) violates the asserted rights of any third party;

(g) to the best of such Grantor's knowledge, no third party is infringing upon or otherwise violating any rights in any Intellectual Property owned or used by such Grantor, or any of its respective licensees;

(h) no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by such Grantor and such Grantor has not been notified by any Person of any such consent, covenant or release by which Grantor is asserted to be bound that adversely affect Grantor's rights to own or use any Intellectual Property; and

(i) Except as disclosed on **Schedule 2(i)** attached hereto, (i) Grantor has not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or agreement of any Intellectual Property to any party other than a Grantor or an affiliate of Grantor that has not been terminated or released, and (ii) there is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of the Intellectual Property, other than in favor of the Secured Party.

(j) Grantor owes no interest, either directly or through an assignment agreement, to any utility or design patent in the U.S.

SECTION 3. Covenants and Agreement. Each Grantor hereby covenants and agrees as follows:

(a) it shall take all reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, or any state registry, to pursue any application and maintain any registration of Trademark Collateral and Copyright Collateral owned by Grantor and material to its business which is now or shall become included in the Intellectual Property including, but not limited to, those items on Schedule I and Schedule II (as each may be amended or supplemented from time to time);

(b) it shall, upon the registration of any Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, file with said office a document recording the Secured Party's security interest in such Intellectual Property which recording shall be substantially in the form attached hereto as Exhibit B;

(c) it shall not do any act or omit to do any act whereby any of the Intellectual Property which is material to the business of such Grantor may lapse, or become abandoned,

dedicated to the public, or unenforceable, or which would adversely affect the validity, grant, or enforceability of the security interest granted therein;

(d) it shall not, with respect to any Trademark Collateral which is material to the business of such Grantor, cease the use of any of such Trademark Collateral or fail to maintain the level of the quality of products sold and services rendered under any of such Trademark Collateral at a level at least substantially consistent with the quality of such products and services as of the date hereof, and such Grantor shall take all steps reasonably necessary to insure that licensees of such Trademark Collateral use such consistent standards of quality;

(e) it shall, within thirty (30) days of the creation or acquisition of any copyrightable work which is material to the business of such Grantor, apply to register the copyright in the United States Copyright Office as in accordance with past practice;

(f) in the event that any Intellectual Property owned by or exclusively licensed to any Grantor is infringed, misappropriated, or diluted by a third party, such Grantor shall promptly take all reasonable actions to stop such infringement, misappropriation, or dilution and protect its rights in such Intellectual Property;

(g) it shall promptly (but in no event more than thirty (30) days after such Grantor obtains knowledge thereof) report to the Secured Party (i) the filing of any application to register any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry (whether such application is filed by Grantor or through any agent, employee, licensee, or designee thereof) and (ii) the registration of any Intellectual Property by any such office, in each case by executing and delivering to the Secured Party a completed Pledge Supplement, substantially in the form of Exhibit A hereto, together with all Supplements to Schedules thereto;

(h) it shall, promptly upon the reasonable request of the Secured Party, execute and deliver to the Secured Party any document required to acknowledge, confirm, register, record, or perfect the Secured Party's interest in any part of the Intellectual Property, whether now owned or hereafter acquired;

(i) except with the prior consent of the Secured Party, Grantor shall not execute, and shall not file in any public office, any financing statement or other document or instruments evidencing a security interest granted by Grantors in the Intellectual Property, except financing statements or other documents or instruments filed or to be filed in favor of the Secured Party, and Grantor shall not sell, assign, transfer, license, grant any option or create or suffer to exist any Lien upon or with respect to the Intellectual Property, except for the Lien created by and under this IP Security Agreement and the other Loan Documents;

(j) it shall hereafter use best efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could or might in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Grantor's rights and interests in any property included within the definitions of any Intellectual Property

acquired under such contracts, provided that this shall not apply to standard form contracts entered into in the ordinary course of business;

(k) it shall take all steps reasonably necessary to protect the secrecy of all trade secrets, including, without limitation, entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents; and

(l) it shall use proper statutory notice in connection with its use of any of the Intellectual Property.

SECTION 4. Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, it shall promptly execute and deliver all further instruments and documents, and take all further action that the Secured Party may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Intellectual Property. Without limiting the generality of the foregoing, each Grantor shall take all actions necessary to ensure the recordation of appropriate evidence of the liens and security interest granted hereunder in the Intellectual Property with any intellectual property registry in which said Intellectual Property is registered or in which an application for registration is pending including, without limitation, the United States Patent and Trademark Office, the United States Copyright Office, the various Secretaries of State;

(b) Each Grantor hereby authorizes the Secured Party to modify this Agreement after obtaining each Grantor's written approval of or signature to such modification by amending Schedules I and II (as such schedules may be amended or supplemented from time to time) to include reference to any right, title or interest in any existing Intellectual Property or any Intellectual Property acquired or developed by such Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which such Grantor no longer has or claims any right, title or interest;

(c) at the Secured Party's reasonable request and expense, each Grantor agrees to appear in and defend any action or proceeding that may affect such Grantor's title to or the Secured Party's security interest in all or any part of the Collateral; and

(d) Each Grantor hereby authorizes the Secured Party to file a record or records, including, without limitation, financing or continuation statements, and amendments thereto, in any jurisdictions and with any filing offices as the Secured Party may determine, in its sole discretion, are necessary to perfect the security interest granted to the Secured Party herein. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Secured Party may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Secured Party herein.

SECTION 5. Secured Party's Remedies. Upon the occurrence and during the continuation of an Event of Default under the terms of the Loan Agreement:

(a) The Secured Party shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of Grantors, the Secured Parties or otherwise, in the Secured Party's sole discretion, to enforce any Intellectual Property rights, in which event Grantors shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents required by the Secured Party in aid of such enforcement and Grantors shall promptly, upon demand, reimburse and indemnify the Secured Party as provided in the Loan Agreement in connection with the exercise of its rights under this Section, and, to the extent that the Secured Party shall elect not to bring suit to enforce any Intellectual Property as provided in this Section, Grantors agree to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement, diminution in value or other violation of any of any Grantor's rights in the Intellectual Property by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing as shall be necessary to prevent such infringement or violation;

(b) upon written demand from the Secured Party, each Grantor shall grant, assign, convey or otherwise transfer to the Secured Party, all of such Grantor's right, title and interest in and to the Intellectual Property and shall execute and deliver to Secured Party such documents as are necessary or appropriate to carry out the intent and purposes of this IP Security Agreement;

(c) each Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that the Secured Party receives cash proceeds in respect of the sale of, transfer or assignment of, or other realization upon (including the proceeds of any licensing arrangement entered into by Secured Party), the Intellectual Property;

(d) the Secured Party shall have the right to notify, or require Grantors to notify, any obligors with respect to amounts due or to become due to Grantors in respect of the Intellectual Property, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to the Secured Party, and, upon such notification and at the expense of Grantors, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Grantors might have done;

(i) all amounts and proceeds (including checks and other instruments) received by Grantors in respect of amounts due to Grantors in respect of the Collateral or any portion thereof shall be received in trust for the benefit of the Secured Party hereunder, shall be segregated from other funds of Grantors and shall be forthwith paid over or delivered to the Secured Party in the same form as so received (with any necessary endorsement) to be held as cash Collateral under the terms of this IP Security Agreement; and

(ii) Grantors shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon; and

(iii) all amounts or proceeds received by the Secured Party as provided for in this subsection (d) shall be applied to reduce the Secured Obligations.

(e) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Secured Party of any rights, title and interests in and to the Intellectual Property shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of Grantor, the Secured Party shall promptly execute and deliver to Grantor, at Grantor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to Grantor any such rights, title and interests as may have been assigned to the Secured Party as aforesaid, subject to any disposition thereof that may have been made by the Secured Party; provided, after giving effect to such reassignment, the Secured Party's security interest granted pursuant hereto, as well as all other rights and remedies of the Secured Party granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other liens granted by or on behalf of the Secured Party.

(f) Solely for the purpose of enabling the Secured Party to exercise rights and remedies under this Section 5 and at such time as the Secured Party shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to the Secured Party, to the extent it has the right to do so, an irrevocable, nonexclusive, license (exercisable without payment of royalty or other compensation to Grantor and exercisable solely in the manner and to the extent necessary to enable the Secured Party to exercise rights and remedies specifically granted to the Secured Party in this Section 6), subject, in the case of trademarks, to sufficient rights to quality control and inspection in favor of Grantor to avoid the risk of invalidation of said trademarks, to use, operate under, license, or sublicense any Intellectual Property now owned or hereafter acquired by Grantor, and wherever the same may be located.

SECTION 6. Security Agreement.

(a) Without limiting the foregoing, the parties acknowledge and agree that the security interest granted hereby secures the payment of the Secured Obligations of the Grantor under the Loan Agreement.

(b) At such time as all of the Secured Obligations shall have been satisfied and all payments paid in full, the Secured Party shall promptly execute and deliver to Grantors all releases, termination statements, and other instruments as may be necessary or proper to fully and unconditionally release, or reflect the full and unconditional release, of Secured Party's security interest in the Intellectual Property.

SECTION 7. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Maryland.

SECTION 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 9. Notices. All notices, requests, demands and other communications with respect hereto shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or a comparable overnight delivery service) or sent by the United States first-class mail, certified, postage prepaid, return receipt requested, to the following addresses:

If to the Secured Party, to:

EagleBank
7815 Woodmont Ave.
Bethesda, MD 20814
Attention: Scott S. Kinlaw, Vice President

with a copy to:

Friedlander Mislner, PLLC
5335 Wisconsin Ave., N.W., Suite 600
Washington, D.C. 20015
Attn: Leonard A. Sloan, Esq.

If to Grantors, to:

Silver Diner, Inc.
Silver Diner Development, LLC
Silver Diner Metro, LLC
Silver Diner Limited Partnership
Silver Diner Potomac Mills, Inc.
12276 Rockville Pike
Rockville, Maryland 20852
Attn: Mr. Robert T. Giaimo, President

With a copy to:

Arent Fox LLP
1717 K Street NW
Washington, DC 20006
Attn: Jay L. Halpern, Esq.

Any notice, request, demand or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) upon the earliest of (a) the date it is actually received, (b) on the business day after the day on which it is delivered by hand, (c) on

the business day after the day on which it is properly delivered by Federal Express (or a comparable overnight delivery service), or (d) on the third (3rd) business day after the day on which it is deposited in the United States mail. Any party may change such party's address by notifying the other parties of the new address in any manner permitted by this Section.

SECTION 10. Defaults. Any default or breach by Grantors of a covenant, warranty, condition or obligation set forth in this Agreement shall be subject to the notice and cure period for covenants set forth in the Loan Agreement.

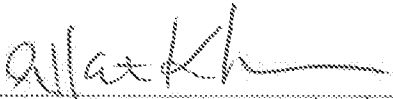
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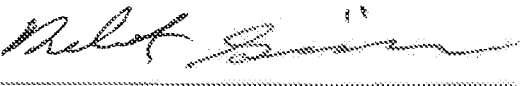
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WITNESS:

GRANTOR:

SILVER DINER, INC., a Delaware corporation


Print Name: IFFAT KHAN
Print Title: EXEC ASST

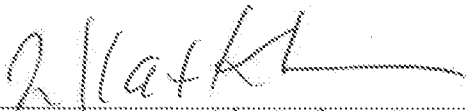
By: 
Robert T. Giaimo
President

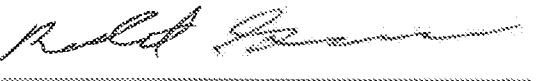
[SEAL]

WITNESS:

GRANTOR:

SILVER DINER DEVELOPMENT, LLC,
successor-in-interest by conversion to Silver
Diner Development, Inc.,
A Virginia limited liability company


Print Name: IFFAT KHAN
Print Title: EXEC ASST

By: 
Robert T. Giaimo
President

[SEAL]

WITNESS:




Print Name: IFFAT KHAN
Print Title: EXEC ASST

[SEAL]

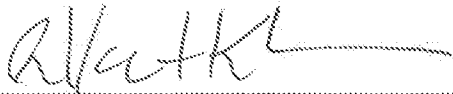
GRANTOR:

SILVER DINER METRO, LLC
A Delaware limited liability company

By: 

Print Name: ROBERT GLAIMO
Print Title: President

WITNESS:

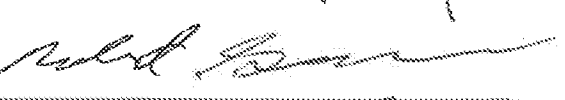


Print Name: IFFAT KHAN
Print Title: EXEC ASST

[SEAL]

GRANTOR:

SILVER DINER POTOMAC MILLS, INC.
A Virginia corporation

By: 

Print Name: ROBERT GLAIMO
Print Title: President

WITNESS:

GRANTOR:

SILVER DINER LIMITED PARTNERSHIP,
a Virginia limited partnership

By: Silver Diner Development, LLC,
a Virginia limited liability company,
successor-in-interest by conversion to
Silver Diner Development, Inc.,
Its General Partner

[Signature]
Print Name: IFFAT KHAN
Print Title: EXEC ASST

By: [Signature]
Robert T. Giaino
President

[SEAL]

STATE OF MARYLAND)
COUNTY OF Montgomery) ss:

I, IFFAT KHAN, a Notary Public in and for the aforesaid said jurisdiction, do hereby certify that Robert T. Giaino personally appeared before me in said jurisdiction and acknowledged that he is the President of each of Silver Diner, Inc., a Delaware corporation, Silver Diner Development, LLC, for itself and as the General Partner of Silver Diner Limited Partnership, a Virginia limited partnership, Silver Diner Metro, LLC, a Delaware limited liability company, and Silver Diner Potomac Mills, Inc., a Virginia corporation, each a party to the foregoing instrument, and that the same is his act and deed and the act and deed of each of said Silver Diner, Inc., Silver Diner Development, LLC, Silver Diner Limited Partnership, Silver Diner Metro, LLC and Silver Diner Potomac Mills, Inc.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, this 22nd day of December, 2017.

[Signature]
Notary Public

(SEAL)

My Commission expires: 6/1/18

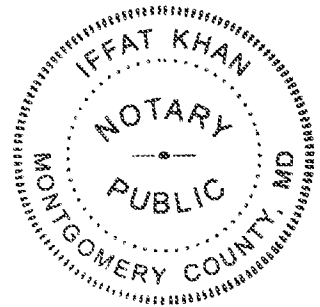


EXHIBIT A

to

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
PLEDGE SUPPLEMENT**

This PLEDGE SUPPLEMENT, dated the ___ day of _____, 20__ is delivered pursuant to an AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of the ___ day of December, 2017, by and among SILVER DINER, INC., SILVER DINER DEVELOPMENT, LLC, SILVER DINER METRO, LLC, SILVER DINER LIMITED PARTNERSHIP, SILVER DINER POTOMAC MILLS, INC. (each individually a "Grantor" and collectively referred to herein as "Grantors"), and EAGLEBANK (the "Secured Party"), whereby the Grantors granted to the Secured Party, a security interest in and continuing lien on all of such Grantors' right, title and interest in, under and to the Intellectual Property, as more fully described in the IP Security Agreement (capitalized terms not otherwise defined herein shall have the meaning given such term in the IP Security Agreement).

1. The Grantors have entered into the IP Security Agreement in order to induce the Secured Party to make the SD Columbia Loan.
2. Pursuant to Section 3(g) of the IP Security Agreement, Grantors hereby grant to the Secured Party, a security interest in and continuing lien on all of such Grantors' right, title and interest in, under and to the following Intellectual Property:

See Schedule I.

3. Grantors represent and warrant that:

(a) Grantors have full power and authority to enter into and perform their obligations under this Pledge Supplement, and neither the execution, delivery and performance of this Pledge Supplement nor the creation of the security interest and lien hereunder, will conflict with, or result in a breach or violation of, or default under, any agreement or instrument binding on or enforceable against the Grantors or the Intellectual Property.

(b) Representations and warranties contained in the IP Security Agreement are true and correct in all respects as of the date hereof and after taking into account the grant of the Intellectual Property under this Pledge Supplement.

4. The terms and conditions of this Pledge Supplement are as provided for in the IP Security Agreement and the terms and conditions of the IP Security Agreement are incorporated herein to the same extent as if such terms and conditions were set forth in full herein.

5. This Pledge Supplement shall be binding upon and insure to the benefit of Grantors and Secured Party and its respective successors and permitted assigns.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Pledge Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SILVER DINER, INC.

By: _____
Robert T. Giaimo
President

SILVER DINER DEVELOPMENT, LLC,
Successor-in-interest by conversion to
Silver Diner Development, Inc.

By: _____
Robert T. Giaimo
President

SILVER DINER METRO, LLC

By: _____
Robert T. Giaimo
President

SILVER DINER LIMITED PARTNERSHIP

By: Silver Diner Development, LLC, a
Virginia limited liability company


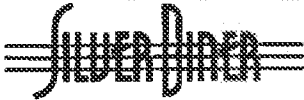


By: _____
Robert T. Giaimo
President

SILVER DINER POTOMAC MILLS, INC.

By: _____
Robert T. Giaimo
President

SCHEDULE I

REGISTERED U.S. TRADEMARKS

Mark	Owner	Country	Registration Number	Registration Date
	Silver Diner Development, LLC	U.S.	1559410	Oct. 3, 1989
	Silver Diner Development, LLC	U.S.	1563418	Oct. 31, 1989
	Silver Diner Development, LLC	U.S.	1563417	Oct. 31, 1989
	Silver Diner Development, LLC	U.S.	1563964	Oct. 31, 1989
SILVER DINER	Silver Diner Development, LLC	U.S.	3081818	Apr. 18, 2006
SILVER	Silver Diner Development, LLC	U.S.	4856421	Nov. 17, 2015
FLEXITARIAN	Silver Diner Development, LLC	U.S.	5033433	Aug. 30, 2016

TRADEMARK LICENSES

1. License Agreement dated December 23, 2009, and thereafter amended, between Silver Diner Development, Inc. (subsequently converted to Silver Diner Development, LLC) and Silver Diner, LLC and its wholly-owned subsidiaries of the Classic IP (as "Classic IP" is defined in that License Agreement).
2. License Agreement dated December 23, 2009, and thereafter amended, between Silver Diner Development, Inc. (subsequently converted to Silver Diner Development, LLC) and Silver Diner Rockville, LLC of the Classic IP (as "Classic IP" is defined in that License Agreement).

SCHEDULE II

REGISTERED U.S. COPYRIGHTS

<u>Title</u>	<u>Owner</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Silver Diner children's menu	Silver Diner Development, LLC	U.S.	VA0000342016	Mar. 7, 1989
Silver Diner menu	Silver Diner Development, LLC	U.S.	VA0000342049	Mar. 7, 1989
Silver Diner carry-out menu	Silver Diner Development, LLC	U.S.	VA0000342050	Mar. 7, 1989
THE NEXT GENERATION DINER (MENU)	Silver Diner Development, LLC	U.S.	TX0007207788	July 14, 2010
EAT WELL DO WELL! REWARDS CARD	Silver Diner Development, LLC	U.S.	TX0007244869	July 19, 2010

COPYRIGHT LICENSES

1. License Agreement dated December 23, 2009, and thereafter amended, between Silver Diner Development, Inc. (subsequently converted to Silver Diner Development, LLC) and Silver Diner, LLC and its wholly-owned subsidiaries of the Classic IP (as "Classic IP" is defined in that License Agreement).
2. License Agreement dated December 23, 2009, and thereafter amended, between Silver Diner Development, Inc. (subsequently converted to Silver Diner Development, LLC) and Silver Diner Rockville, LLC of the Classic IP (as "Classic IP" is defined in that License Agreement).