

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Burntwood Tavern Holdings LLC		09/06/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1300 E. Ninth Street		
Internal Address:	13th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4544476	BURNTWOOD TAVERN	
Registration Number:	5720508	M ITALIAN	
Registration Number:	5725736	ROSE ITALIAN KITCHEN	
Serial Number:	88102639	BWT	
Serial Number:	88102677	CHEF DRIVEN. GUEST FOCUSED.	
Serial Number:	88102659	CHEF ART POUR	
Registration Number:	5725738	ROSE ITALIAN KITCHEN	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	49256-1		

OP \$190.00 4544476

NAME OF SUBMITTER:	Duncan H. Poirier
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	09/24/2019
Total Attachments: 12 source=IP Agreement#page1.tif source=IP Agreement#page2.tif source=IP Agreement#page3.tif source=IP Agreement#page4.tif source=IP Agreement#page5.tif source=IP Agreement#page6.tif source=IP Agreement#page7.tif source=IP Agreement#page8.tif source=IP Agreement#page9.tif source=IP Agreement#page10.tif source=IP Agreement#page11.tif source=IP Agreement#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated or otherwise modified from time to time, this "**Agreement**") is entered into as of September 6, 2019 between BURNTWOOD TAVERN HOLDINGS LLC, an Ohio limited liability company (the "**Grantor**"), and JPMORGAN CHASE BANK, N.A. (the "**Lender**").

Reference is made to (a) that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Credit Agreement**") among the Grantor, BURNTWOOD TAVERN BEACHCLIFF LLC, an Ohio limited liability company ("**BT Beachcliff**"), BURNTWOOD TAVERN BELDEN VILLAGE LLC, an Ohio limited liability company ("**BT Belden Village**"), BURNTWOOD TAVERN BELL TOWER LLC, an Ohio limited liability company ("**BT Bell Tower**"), BURNTWOOD TAVERN BRECKSVILLE LLC, an Ohio limited liability company ("**BT Brecksville**"), BURNTWOOD TAVERN CHAGRIN FALLS LLC, an Ohio limited liability company ("**BT Chagrin Falls**"), BURNTWOOD TAVERN CROCKER PARK LLC, an Ohio limited liability company ("**BT Crocker Park**"), BURNTWOOD TAVERN CUYAHOGA FALLS, LLC, an Ohio limited liability company ("**BT Cuyahoga Falls**"), BURNTWOOD TAVERN FAIRLAWN LLC, an Ohio limited liability company ("**BT Fairlawn**"), BURNTWOOD TAVERN GRAND OAKS LLC, an Ohio limited liability company ("**BT Grand Oaks**"), BURNTWOOD TAVERN GULF COAST LLC, an Ohio limited liability company ("**BT Gulf Coast**"), BURNTWOOD TAVERN LYNDHURST LLC, an Ohio limited liability company ("**BT Lyndhurst**"), BURNTWOOD TAVERN NAPLES LLC, an Ohio limited liability company ("**BT Naples**"), BURNTWOOD TAVERN NORTH OLMSTED LLC, an Ohio limited liability company ("**BT North Olmsted**"), BURNTWOOD TAVERN SOLON LLC, an Ohio limited liability company ("**BT Solon**"), M ITALIAN, LLC, an Ohio limited liability company ("**M Italian**"), ROSE ITALIAN KITCHEN CUYAHOGA FALLS LLC, an Ohio limited liability company ("**RK Cuyahoga Falls**"), ROSE ITALIAN KITCHEN SOLON LLC, an Ohio limited liability company ("**RK Solon**"), CAPRG CATERING LLC, an Ohio limited liability company ("**CAPRG**"), and together with Grantor, BT Beachcliff, BT Belden Village, BT Bell Tower, BT Brecksville, BT Chagrin Falls, BT Crocker Park, BT Cuyahoga Falls, BT Fairlawn, BT Grand Oaks, BT Gulf Coast, BT Lyndhurst, BT Naples, BT North Olmsted, BT Solon, M Italian, RK Cuyahoga Falls, RK Solon and each other Person which may be added as a borrower thereto, collectively, the "**Borrowers**" and each individually, a "**Borrower**"), BWT RESTAURANTS, INC., an Ohio corporation ("**Ultimate Holdings**") as a Loan Party, the other Loan Parties (as defined therein) party thereto, and the Lender, and (b) that certain Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**") among the Grantor, the other Borrowers, the other Loan Parties and the Lender. The Lender has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lender to enter into the Credit Agreement, the Security Agreement and certain other Loan Documents (as defined in the Credit Agreement). Accordingly, the parties hereto agree as follows:

(1) Terms.

Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

(2) Grant of Security Interest.

To secure the prompt payment and performance, in full when due (whether at stated maturity, by acceleration, or otherwise) of the Secured Obligations, the Grantor hereby grants to the Lender, on behalf of and for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in all of the Grantor's right, title and interest in, to and under Collateral consisting of any Intellectual Property arising under the laws of the United States now owned or at any time hereafter acquired by the Grantor, including those registered or applied for Trademarks listed on Schedule A, Patents listed on Schedule B, and Copyrights listed on Schedule C; *provided that no*

security interest is granted in any intent-to-use trademark applications or patent applications filed in the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or patent applications under applicable Requirements of Law (collectively, the “**Intellectual Property Collateral**”). The Grantor (a) authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Agreement, and (b) authorizes and agrees that the Lender may record this Agreement with the United States Patent and Trademark Office and the United States Copyright Office.

(3) Security Agreement.

The Security Interest granted to the Lender herein is granted in furtherance, and not in limitation, of the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Intellectual Property Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

(4) Recordation; New Intellectual Property Collateral.

The Grantor authorizes and agrees that the Lender may record this Agreement with the United States Patent and Trademark Office and the United States Copyright Office. If the Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of Sections 2 and 3 hereof shall automatically apply thereto as if the same were identified on Schedules A, B and/or C attached hereto and made a part hereof as of the date hereof and the Grantor shall give the Lender prompt written notice thereof. The Grantor hereby authorizes the Lender to modify this Agreement by amending Schedules A, B and/or C to include any future Intellectual Property Collateral as contemplated by Section 2 and this Section 4 and, at the Lender's request, the Grantor shall execute any documents or instruments reasonably required by the Lender in order to modify this Agreement as provided in this Section 4, *provided that* any such modification to Schedules A, B and/or C shall be effective without the signature of the Grantor. The Grantor hereby acknowledges that the Lender may refile or re-record this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, together with any such modification to Schedules A, B and/or C.

(5) Event of Default.

The Grantor shall also execute and deliver to the Lender the Assignment in substantially the form of Exhibit A, which Assignment shall have no force and effect and shall be held by the Lender in escrow until the occurrence and during the continuance of an Event of Default; *provided that*, anything herein to the contrary notwithstanding, the Security Interest granted herein shall be effective as of the date of this Agreement. After the occurrence and continuance of an Event of Default, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of the Lender in such Assignment and upon written notice to the Grantor, and thereafter the Lender may, in its reasonable discretion, record the Assignment with the United States Patent and Trademark Office.

(6) 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

(7) Termination.

Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Intellectual Property Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, the Lender shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form evidencing such release and take any other actions reasonably requested by the Grantor to effect such release.

(8) Governing Law.

This Agreement is made under and shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Ohio, but giving effect to federal laws applicable to national banks.

[The remainder of this page is intentionally left blank.]

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

GRANTOR:

BURNTWOOD TAVERN HOLDINGS LLC

By: _____
Name: Bret Adams
Title: Manager

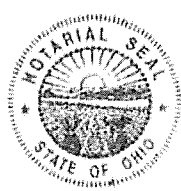


STATE OF Ohio)
COUNTY Cuyahoga) SS:

BEFORE ME, the undersigned authority, on this day personally appeared Bret Adams, Manager of BURNTWOOD TAVERN HOLDINGS LLC, known to me to be the person and officer whose name is subscribed to the foregoing agreement and acknowledged to me that the same was the act of BURNTWOOD TAVERN HOLDINGS LLC, an Ohio limited liability company, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of September 2019.

Jennifer Leonard
Notary Public
My commission expires: 2/16/22



Jennifer Leonard
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 2/16/2022

[Signature Page - Intellectual Property Security Agreement - JPM/Burntwood Tavern]

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Rebecca Herendeen
Title: Authorized Officer

[Continuation of Signature Page - Intellectual Property Security Agreement - JPM/Burntwood Tavern]

TRADEMARK
REEL: 006752 FRAME: 0929

SCHEDULE A

TRADEMARKS

- BURNTWOOD TAVERN (word mark) – U.S. reg. no. 4544476 issued on June 3, 2014 owned by Burntwood Tavern Holdings LLC



- M ITALIAN (logo) – U.S. reg. no. 5720508 issued on April 9, 2019 owned by Burntwood Tavern Holdings LLC
- ROSE ITALIAN KITCHEN (word mark) – U.S. reg. no. 5725736 issued on April 16, 2019 owned by Burntwood Tavern Holdings LLC



- ROSE ITALIAN KITCHEN (logo) – U.S. reg. no. 5725738 issued on April 16, 2019 owned by Burntwood Tavern Holdings LLC

TRADEMARK APPLICATIONS

- BWT (word mark) – pending U.S. App. no. 88102639 filed on September 3, 2018 owned by Burntwood Tavern Holdings LLC
- CHEF DRIVEN. GUEST FOCUSED. (word mark) – pending U.S. App. no. 88102677 filed on September 3, 2018 owned by Burntwood Tavern Holdings LLC
- CHEF ART POUR (word mark) – pending U.S. App. no. 88102659 filed on September 3, 2018 owned by Burntwood Tavern Holdings LLC

- CHEF ART POUR (logo) – pending U.S. App. no. 88102668 filed on September 3, 2018 owned by Burntwood Tavern Holdings LLC

UNFILED TRADEMARK APPLICATIONS / COMMON LAW



- BWT (logo)



- CAP CHEF ART POUR (logo)
- LEO'S ITALIAN SOCIAL (word mark)

OHIO REGISTERED TRADE NAMES

- BURNTWOOD TAVERN, No. 4176269
- CHEF ART POUR, No. 4176265
- LEO'S ITALIAN SOCIAL, No. 4303960
- M ITALIAN, No. 4176268
- ROSE ITALIAN KITCHEN, No. 4176266

SCHEDULE B

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE C

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE LENDER IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF SEPTEMBER 6, 2019 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY BURNTWOOD TAVERN HOLDINGS LLC (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "GRANTOR"), IN FAVOR OF JPMORGAN CHASE BANK, N.A. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE LENDER CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT THE LENDER HAS ELECTED TO TAKE POSSESSION OF THE INTELLECTUAL PROPERTY COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

JPMORGAN CHASE BANK, N.A.

By: _____
Print Name: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, BURNTWOOD TAVERN HOLDINGS LLC, an Ohio limited liability company (together with its successors and assigns, "**Grantor**"), is the owner of the Intellectual Property Collateral (as defined in the Agreement (as defined below));

WHEREAS, the Grantor has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "**Agreement**") in favor of JPMORGAN CHASE BANK, N.A. ("**Lender**"), pursuant to which the Grantor has granted to the Lender a security interest in the Intellectual Property Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Intellectual Property Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and continuance of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Lender, its successors, transferees and assigns, all of its existing and future Intellectual Property Collateral, including, but not limited to, the Intellectual Property Collateral listed on Schedules A and B of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office, or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of the Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) the Lender has elected to take actual title to the Intellectual Property Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on the ____ day of September, 2019.

BURNTWOOD TAVERN HOLDINGS LLC

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Assignment – JPM/Burntwood Tavern]

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, known to me to be the person and officer whose name is subscribed to the foregoing assignment and acknowledged to me that the same was the act of BURNTWOOD TAVERN HOLDINGS LLC, an Ohio limited liability company, and that he/she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2019.

Notary Public
My commission expires: _____

INTELLECTUAL PROPERTY SECURITY AGREEMENT (BT HOLDINGS) - JPM/BURNTWOOD TAVERN