

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Grant of Patent Security Interest

CONVEYING PARTY DATA

Name	Execution Date
Restaurant Technologies, Inc.	05/16/2011

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	5249511
Patent Number:	5964258
Patent Number:	6365046
Patent Number:	7740023
Application Number:	11893971
Application Number:	12060705
Application Number:	12796075
Application Number:	12466966
Application Number:	12893372
Application Number:	12121385

CORRESPONDENCE DATA

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501544531

PATENT
REEL: 026342 FRAME: 0897

CH \$400.00 5249511

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ATTORNEY DOCKET NUMBER:	055660/119
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NAME OF SUBMITTER:	S. Anita Sinha
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Total Attachments: 4 source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif
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GRANT OF PATENT SECURITY INTEREST

This Grant of Patent Security Interest (this “**Grant of Patent Security Interest**”) is made as of May 16, 2011, by RESTAURANT TECHNOLOGIES, INC., a Delaware corporation, located at 2250 Pilot Road Knob Road, Suite 100, Mendota Heights, MN 55120 (“**Grantor**”), in favor of BNP PARIBAS, a French Public Limited Company, located at 520 Madison Avenue, New York, New York, 10022, as Administrative Agent for and representative of the Beneficiaries (in such capacity, “**Secured Party**”). Capitalized terms used in this Grant of Patent Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, RESTAURANT TECHNOLOGIES, INC., a Delaware corporation, successor-by-merger to **AUGUSTA ACQUISITION CORP.**, a Delaware corporation (such surviving entity, “**Company**”), has entered into the Credit Agreement dated as of May 16, 2011 (said Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), BNP Paribas, as Administrative Agent for and representative of the Lenders, and General Electric Capital Corporation, as syndication agent, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Secured Hedge Agreements with one or more Swap Counterparties (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of May 16, 2011 (said Security Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party, for the benefit of the Beneficiaries, a security interest in all of Grantor’s right, title and interest in and to the following Intellectual Property Collateral owned by Grantor, in each case, whether now owned or hereafter acquired, and wherever the same may be located (the “**Patent Collateral**”): (i) all patents and patent applications and rights and interests in patents and patent applications in the United States and in foreign countries (including the patents and patent applications set forth on Schedule A annexed hereto), all rights corresponding thereto to sue for past, present and future infringements

and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof and (ii) all Proceeds with respect to the foregoing Patent Collateral.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In the event that any provision of this Grant of Patent Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF PATENT SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. The rules of construction set forth in subsection 1.3 of the Credit Agreement shall be applicable to this Grant of Patent Security Interest *mutatis mutandis*.

This Grant of Patent Security Interest may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Grant of Patent Security Interest by signing and delivering one or more counterparts.

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IN WITNESS WHEREOF, each Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

RESTAURANT TECHNOLOGIES, INC.

By: *Robert E. Weil*
Name: *Robert E. Weil*
Title: *CFO*

[Grant of Patent Security Interest Signature Page]

PATENT
REEL: 026342 FRAME: 0901

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

UNITED STATES PATENTS AND PATENT APPLICATIONS:

Jurisdiction	Title	Patent No. (App. No.)	Issue Date (App. Date)	Record Owner	Status/ Comments
US	Bulk Cooking Oil Distribution and Waste Removal System	5,249,511	10/05/1993	Restaurant Technologies, Inc.	Issued
US	Cooking Oil Supply and Disposal Transport System	5,964,258	10/12/1999	Restaurant Technologies, Inc.	Issued
US	Device for Waste Grease Removal	6,365,046	04/02/2002	Restaurant Technologies, Inc.	Issued
US	Piloted Solenoid Valve Assemblies and Related Method	(11/893,971)	(08/17/2007)	Restaurant Technologies, Inc.	Pending
US	Check Valve Assemblies and Related Method	7,740,023	06/22/2010	Restaurant Technologies, Inc.	Issued
US	Fry Cycle Monitoring	(12/060,705)	(04/01/2008)	Restaurant Technologies, Inc. (assignment in progress from Matt Jennings)	Pending
US	Valve Assemblies and Related Systems and Methods	(12/796,075)	(06/08/2010)	Restaurant Technologies, Inc.	Pending
US	System and Method for Equipment Management	(12/466,966)	(05/15/2009)	Restaurant Technologies, Inc.	Pending
US	Fry Cycle Monitoring	(12/893,372)	(09/29/2010)	Restaurant Technologies, Inc.	Pending
US	System and Method for Tracking Data	(12/121,385)	(05/15/2008)	Restaurant Technologies, Inc. (assignment in progress from Matt Jennings).	Pending