

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5170311

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RESTAURANT TECHNOLOGIES, INC.	10/01/2018
RECEIVING PARTY DATA	
Name:	ROYAL BANK OF CANADA, AS COLLATERAL AGENT
Street Address:	200 BAY STREET, 12TH FLOOR, SOUTH TOWER
Internal Address:	ROYAL BAKN PLAZA
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5H1C4
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8113226
Patent Number:	7832391
Patent Number:	8316839
Patent Number:	8746231
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	DORIS KA
SIGNATURE:	/Doris Ka/
DATE SIGNED:	10/03/2018
Total Attachments: 6	
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**RECORDATION FORM COVER SHEET
PATENTS 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)

Restaurant Technologies, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Execution Date(s) October 1, 2018

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Royal Bank of Canada, as Collateral Agent

Internal Address: Royal Bank Plaza

Street Address: 200 Bay Street, 12th Floor

South Tower

City: Toronto

State: ON

Country: Canada Zip: M5H1C4

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

see attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 30860.717 (1L)

Email Address: dka@cahill.com

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

October 2, 2018

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

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

FIRST LIEN PATENT SECURITY AGREEMENT

THIS FIRST LIEN PATENT SECURITY AGREEMENT, dated as of October 1, 2018 (this “First Lien Patent Security Agreement”), is made by the entity listed as Grantor on the signature pages hereto (the “Grantor”), in favor of Royal Bank of Canada, in its capacity as collateral agent for the Secured Parties under the First Lien Security Agreement (as defined below) (the “First Lien Agent”).

WHEREAS, reference is made to that certain First Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among Eagle FinanceCo Corp., a Delaware corporation (“Finance Sub”), which upon effectiveness of the Borrower Merger will be merged with and into Restaurant Technologies, Inc., a Delaware corporation (as successor by merger to Finance Sub, the “Borrower”), Eagle Buyer Corp., a Delaware corporation, as Holdings, the lenders from time to time party thereto and the First Lien Agent; and

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Security Agreement”), among the Grantor, the First Lien Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations, the Grantor has assigned, pledged and granted to the First Lien Agent a continuing security interest in and to all of its Patents and Patent applications, including, without limitation, the Patents and Patent applications listed on Schedule I hereto (the “Patent Collateral”); provided, that, notwithstanding anything to the contrary contained herein, the security interest created hereby shall not extend to, and the term “Patent Collateral” shall not include, any Excluded Assets. Until the Termination Date, the First Lien Agent shall retain its security interest in the Patent Collateral granted herein and in the First Lien Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the First Lien Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used but not otherwise defined herein (including the introductory paragraphs hereto) shall have the meanings given to them in the First Lien Security Agreement or First Lien Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Patent Collateral. The 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, hereby grants the First Lien Agent a lien on and security interest in, all of its right, title and interest in, to and under the Patent Collateral.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this First Lien Patent Security Agreement.

Section 4. Termination. Upon satisfaction of the conditions set forth in Section 7.12 of the First Lien Security Agreement, the First Lien Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this First Lien Patent Security Agreement.

Section 5. Counterparts. This First Lien Patent Security 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 counterpart of a signature page of this First Lien Patent Security Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this First Lien Patent Security Agreement.

Section 6. Governing Law. This First Lien Patent Security Agreement and any claim, controversy or dispute arising under or related to this First Lien Patent Security Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

RESTAURANT TECHNOLOGIES, INC.

By: 
Name: Robert E. Weil
Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA,
as First Lien Agent

By: 

Name: **Helena Sadowski**
Title: **Manager, Agency**

[SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMENT]

**Schedule I
Patents**

U.S. Patent Registrations

Title	Issue Date (Publication Date)	Patent No. (Publication No.)	Owner
VALVE ASSEMBLIES AND RELATED SYSTEMS AND METHODS	2/14/2012	8,113,226	Restaurant Technologies, Inc.
RANGE EXHAUST CLEANING SYSTEM	11/16/2010	7,832,391	Restaurant Technologies, Inc.
RANGE EXHAUST CLEANING SYSTEM AND METHOD	11/27/2012	8,316,839	Restaurant Technologies, Inc.
RANGE EXHAUST CLEANING SYSTEM AND METHOD	6/10/2014	8,746,231	Restaurant Technologies, Inc.