

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AMC Burgers, Inc.		05/05/2010	CORPORATION: MICHIGAN

**RECEIVING PARTY DATA**

Name:	RBS Citizens, N.A.
Street Address:	28 State Street
Internal Address:	Attention: Timothy Shanahan, Senior Vice President
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3502492	BAGGER DAVE'S LEGENDARY BURGERS & FRIES EST. 2006
Registration Number:	3481681	BAGGER DAVE'S
Registration Number:	3602146	MAKE A FRESH START HERE.
Registration Number:	3605612	RAILHOUSE BURGER SAUCE
Registration Number:	3605611	THE BLUES BURGER
Registration Number:	3605610	TRAIN WRECK BURGER
Registration Number:	3605609	DAVE'S SLOPPY BBQ
Registration Number:	3739877	DAVE'S SWEET POTATO CHIPS
Registration Number:	3502491	BAGGER DAVE'S LEGENDARY BURGERS & FRIES
Registration Number:	3784317	SLOPPY DAVE'S BBQ

**CORRESPONDENCE DATA**

Fax Number: (952)885-5969

**900162224**

**TRADEMARK  
 REEL: 004206 FRAME: 0415**

OP \$265.00 3502492

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 9528855999  
Email: trademarks@mdblawnfirm.com  
Correspondent Name: Ryan R. Palmer  
Address Line 1: 8000 Norman Center Drive  
Address Line 2: Suite 1000  
Address Line 4: Minneapolis, MINNESOTA 55437

ATTORNEY DOCKET NUMBER:	13535-8
NAME OF SUBMITTER:	Ryan R. Palmer, Attorney for R'ving Pty
Signature:	/Ryan R. Palmer/
Date:	05/14/2010

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") dated May 5, 2010, is between AMC Burgers, Inc., a Michigan corporation ("**AMC Burgers**"), Bagger Dave's Franchising Corporation, a Michigan corporation ("**Bagger Dave's**"), Berkley Burgers, Inc., a Michigan corporation ("**Berkley Burgers**"), Troy Burgers, Inc., a Michigan corporation ("**Troy Burgers**"), and Ann Arbor Burgers, Inc., a Michigan corporation ("**Ann Arbor Burgers**" and together with AMC Burgers, Bagger Dave's, Berkley Burgers and Troy Burgers, jointly and severally, "**Debtor**") and RBS Citizens, N.A., a national banking association, and its successors and assigns ("**Secured Party**").

A. Debtor and Secured Party have entered into that certain Security Agreement dated as of May 5, 2010 (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "**Security Agreement**"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of Collateral being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired, and such grant insofar as it applies to Collateral covered by the Security Agreement, is in confirmation of the existing and continuing Lien and security interest granted under the Security Agreement:

(1) each Trademark, trademark registration ("**Trademark Registration**") and trademark application ("**Trademark Application**"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future

(a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without

limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or

(b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized officer as of the date written above.

**Secured Party:**

**RBS CITIZENS, N.A.,**  
a national banking association

By: 

Name: Timothy Shanahan

Title: Senior Vice President

TRADEMARK

REEL: 004206 FRAME: 0419

**Debtor:**

**AMC BURGERS, INC.,**  
a Michigan corporation

By:   
Name: T. Michael Ansley  
Title: President

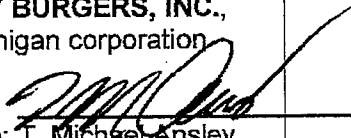
**BAGGER DAVE'S FRANCHISING**  
**CORPORATION,**  
a Michigan corporation

By:   
Name: T. Michael Ansley  
Title: President

**BERKLEY BURGERS, INC.,**  
a Michigan corporation

By:   
Name: T. Michael Ansley  
Title: President

**TROY BURGERS, INC.,**  
a Michigan corporation

By:   
Name: T. Michael Ansley  
Title: President

**ANN ARBOR BURGERS, INC.,**  
a Michigan corporation

By:   
Name: T. Michael Ansley  
Title: President

TRADEMARK

REEL: 004206 FRAME: 0420

STATE OF MICHIGAN

COUNTY OF OAKLAND

Acknowledged by T. Michael Ansley, the President of AMC Burgers, Inc., Bagger Dave's Franchising Corporation, Berkley Burgers, Inc., Troy Burgers, Inc. and Ann Arbor Burgers, Inc., before me on the 5 day of May, 2010.

Signature Joanne L Marshall

Printed name JOANNE L MARSHALL

Notary public, State of Michigan, County of MACOMB

My commission expires NOV 6, 2010


Acting in the County of OAKLAND

JOANNE L MARSHALL  
Notary Public, Macomb County, Michigan  
Acting in Macomb County OAKLAND  
My Commission Expires Nov. 6, 2010

**Schedule 1**

**Trademark Applications and Trademark Registrations**

**Trademarks**

Description of Mark	Serial Number	Date of Registration	Registration Number	Status of Section 8/15 Filing	Renewal (Subject to Section 8 Declaration)	Goods
	77172792	September 16, 2008	3502492	n/a	September 16, 2018	Restaurant Services, Class 43
Bagger Dave's	77172731	August 5, 2008	3481681	n/a	August 5, 2018	Restaurant Services, Class 43
Bagger Dave's Legendary Burgers & Fries	77172731	September 16, 2008	3481681	n/a	September 16, 2018	Restaurant Services, Class 43
Make A Fresh Start Here	77559181	April 7, 2009	3602146	n/a	April 7, 2019	Restaurant Services, Class 43
Railhouse Burger Sauce	77559787	April 14, 2009	3605612	n/a	April 14, 2019	Sauces, Class 30
The Blues Burger	77559783	April 14, 2009	3605611	n/a	April 14, 2019	Hamburger Sandwiches, Class 30
Train Wreck Burger	77559781	April 14, 2009	3605610	n/a	April 14, 2019	Hamburger Sandwiches, Class 30
Dave's Sloppy BBQ	77559776	April 14, 2009	3605609	n/a	April 14, 2019	Hamburger Sandwiches, Class 30
Dave's Sweet Potato Chips	77764334	January 19, 2010	3739877	n/a	January 19, 2020	Fried Potatoes, Class 29
Sloppy Dave's BBQ	77831421	(anticipated)	(anticipated)	n/a	n/a	Sandwiches, Class 30
Sloppy Dave's Fries	77905498	(anticipated)	(anticipated)	n/a	n/a	French Fried Potatoes, Class 29



Meaningless Free Toppings	77905468	(anticipated)	(anticipated)	n/a	n/a	Food Seasonings, Class 30
Amazingly Delicious Turkey Black Bean Chili	77956935	(anticipated)	(anticipated)	n/a	n/a	Chili, Class 30

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

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