

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Champps Operating Corporation		03/19/2012	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	Cerberus Business Finance, LLC
<b>Street Address:</b>	299 Park Avenue
<b>Internal Address:</b>	22nd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3085454	
Registration Number:	1880959	CHAMPPS AMERICANA
Registration Number:	1934801	CHAMPPS AMERICANA
Registration Number:	1936515	CHAMPPS
Registration Number:	2053083	CHAMPPS AMERICANA
Registration Number:	2079548	CHAMPPS
Registration Number:	2208732	CHAMPPS

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
 Phone: 212-756-2132  
 Email: scott.kareff@srz.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

CH \$190.00 3085454

Address Line 1: 919 Third Avenue  
Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1303

NAME OF SUBMITTER: Scott Kareff (014951-1303)

Signature: /kc for sk/

Date: 03/19/2012

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 19, 2012, is made by the entity listed on the signature page hereof ("Grantor"), in favor of Cerberus Business Finance, LLC ("CBF"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 19, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, any other Credit Parties, the Lenders from time to time party thereto and CBF, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

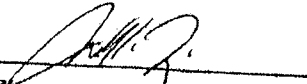
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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


Very truly yours,

CHAMPPS OPERATING CORPORATION,  
as Grantor

By:   
Name: James Zielke  
Title: President

ACCEPTED AND AGREED  
as of the date first above written:

CERBERUS BUSINESS FINANCE, LLC,  
as Agent

By:   
Name: Eric F. Miller  
Title: Executive Vice President

[Signature Page to Trademark Security Agreement (Champps Operating Corporation)]

TRADEMARK  
REEL: 004738 FRAME: 0934

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<i>Applicant</i>	<i>Mark</i>	<i>Registration No.</i>	<i>Registered</i>
Champps Operating Corporation	Flag Logo Design	3,085,454	USPTO
Champps Operating Corporation	Champps Americana	1,880,959	USPTO
Champps Operating Corporation	Champps Americana	1,934,801	USPTO
Champps Operating Corporation	Champps	1,936,515	USPTO
Champps Operating Corporation	Champps Americana	2,053,083	USPTO
Champps Operating Corporation	Champps	2,079,548	USPTO
Champps Operating Corporation	Champps	2,208,732	USPTO

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.