

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BNP Paribas		06/06/2013	French Public Limited Company: FRANCE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Restaurant Technologies, Inc.
<b>Street Address:</b>	2250 Pilot Knob Road, Suite 100
<b>City:</b>	Mendota Heights
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55120
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 21</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	3350195	MAXLIFE
Registration Number:	3737452	MAXLIFE
Registration Number:	2663675	RESTAURANT TECHNOLOGIES, INC.
Registration Number:	2801721	RESTAURANT TECHNOLOGIES, INC.
Registration Number:	2529512	RTI
Registration Number:	3450237	ZEROT
Serial Number:	85278193	GLOBAL TIER
Serial Number:	85207532	RTI
Serial Number:	85207528	RTI
Serial Number:	85207518	RTI
Serial Number:	85207503	RTI
Serial Number:	85207500	SMART. SAFE. GREEN.
Serial Number:	85207490	SMART. SAFE. GREEN.
Serial Number:	85207485	TOM

CH \$540.00 3350195

**TRADEMARK**

Serial Number:	85207481	TOTAL OPERATIONS MANAGEMENT
Serial Number:	85207471	RTI
Serial Number:	85207462	RTI
Serial Number:	85207450	RTI
Serial Number:	85207444	RTI
Serial Number:	85207438	SMART. SAFE. GREEN.
Serial Number:	85207421	SMART. SAFE. GREEN.

**CORRESPONDENCE DATA**

Fax Number: 3129021061  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-577-8307  
Email: latiffany.brown@kattenlaw.com  
Correspondent Name: LaTiffany Brown c/o Katten Muchin Rosenm  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337285-24
NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	06/06/2013

**Total Attachments: 5**  
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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 6, 2013 (this "Release"), is made by BNP PARIBAS, a French Public Limited Company located at 520 Madison Avenue, New York, NY 10022, as Administrative Agent for and representative of the Beneficiaries (in such capacity, the "Assignor"), in favor of RESTAURANT TECHNOLOGIES, INC., a Delaware corporation located at 2250 Pilot knob Road, Suite 100, Mendota Heights, MN 55120 (the "Assignee").

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below).

**WITNESSETH**

WHEREAS, the Assignee and the Assignor are parties to that certain (i) Credit Agreement, dated as of May 16, 2011 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), (ii) Security Agreement, dated as of May 16, 2011 (as amended, restated, supplemented or otherwise modified, the "Security Agreement") and (iii) Grant of Trademark Security Interest, dated as of May 16, 2011 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, to evidence further the security interest granted by the Assignee to the Assignor pursuant to the Security Agreement, the Assignee granted to the Assignor, for the benefit of the Beneficiaries, a security interest in all of the Assignee's right, title and interest in and to the following Intellectual Property Collateral owned by the Assignee, in each case whether then or thereafter existing, whether then owned or thereafter acquired, and wherever the same may be located (the "Trademark Collateral"): (i) all trademarks, service marks, designs, logos, indicia of source or origin, trade names, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other sources and/or business identifiers and all goodwill connected with the use thereof and symbolized thereby; all registrations for Trademarks that have been or may thereafter be issues or applied for in the United States and any state thereof and in foreign countries (including the registrations and applications set forth on Schedule A hereto), and all common law and other trademark rights in and to the Trademarks in the United States and any state thereof and in foreign countries and (ii) all Proceeds with respect to the foregoing Trademark Collateral. Notwithstanding anything in the Trademark Security Agreement to the contrary, in no event did the Trademark Collateral include, and the Assignee was deemed not to have granted a security interest in any application for a Trademark filed with the United States Patent and Trademark Office ("PTO") pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of such Trademark in interstate commerce was submitted to the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d) and such submission is accepted by the PTO, at which time such Trademark automatically became part of the Collateral and subject to the security interest granted in the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 26, 2011 at Reel/Frame No. 4548/0884;

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate and release its security interest in all right, title and interest of the Assignee in, to and under all of the Trademark Collateral, including the registrations and applications set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse, its security interest in all right, title and interest of the Assignee in, to and under all of the Trademark Collateral, including the registrations and applications set forth on Schedule A hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignee.

The Assignor hereby authorizes the Assignee, or the Assignee's authorized representative to record this Release with the United States Patent and Trademark Office.

The Assignor agrees to execute all documents and take all actions reasonably requested by Assignee (at the sole cost and expense of the Assignee) to (a) terminate, release and discharge fully, without representation, warranty or recourse, its security interest in all right, title and interest of the Assignee in, to and under all of the Trademark Collateral, (b) reassign and transfer any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignee and (c) perfect, register or record the rights of Assignee to the Trademark Collateral.

THIS RELEASE 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.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered by its duly authorized officer as of the date first written above.

BNP PARIBAS

By:

Name:

Title:



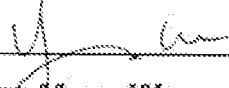
CHARLES ROMANO

DIRECTOR

By:

Name:

Title:



Yung Wu

Vice President

TRADEMARK

REEL: 005042 FRAME: 0698

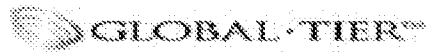
**SCHEDULE A  
TO  
RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

Applications:

Mark	Juris- diction	Owner	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
MAXLIFE	AU	Restaurant Technologies, Inc.	(1,217,868)	(01/03/2008)	Pending
MAXLIFE	NZ	Restaurant Technologies, Inc.	(781,901)	(12/21/2007)	Pending
MAXLIFE	US	Restaurant Technologies, Inc.	3,330,195	12/04/2007	Registered
MAXLIFE and design	US	Restaurant Technologies, Inc.	3,737,452	01/12/2007	Registered
RESTAURANT TECHNOLOGIES, INC.	US	Restaurant Technologies, Inc.	2,663,675	12/17/2002	Registered
RESTAURANT TECHNOLOGIES, INC.	US	Restaurant Technologies, Inc.	2,801,721	01/06/2004	Registered
RTI & Design	US	Restaurant Technologies, Inc.	2,529,512	01/15/2002	Registered
ZEROT	US	Restaurant Technologies, Inc.	3,450,237	06/17/2008	Registered
GLOBAL TIER	US	Restaurant Technologies, Inc.	85/278,193	(03/28/2011)	Pending
RTI	US	Restaurant Technologies, Inc.	85/207,532	12/29/2010	Pending
RTI	US	Restaurant Technologies, Inc.	85/207,528	12/29/2010	Pending
RTI and design	US	Restaurant Technologies, Inc.	85/207,518	12/29/2010	Pending
RTI	US	Restaurant Technologies, Inc.	85/207,503	12/29/2010	Pending
SMART, SAFE, GREEN	US	Restaurant Technologies, Inc.	85/207,500	12/29/2010	Pending
SMART, SAFE, GREEN	US	Restaurant Technologies, Inc.	85/207,490	12/29/2010	Pending
TOM	US	Restaurant Technologies, Inc.	85/207,485	12/29/2010	Pending
TOTAL OPERATIONS MANAGEMENT	US	Restaurant Technologies, Inc.	85/207,481	12/29/2010	Pending

RTI	US	Restaurant Technologies, Inc.	85-207,471	12/29/2010	Pending
RTI	US	Restaurant Technologies, Inc.	85-207,462	12/29/2010	Pending
RTI and design	US	Restaurant Technologies, Inc.	85-207,450	12/29/2010	Pending
RTI and design	US	Restaurant Technologies, Inc.	85-207,444	12/29/2010	Pending
SMART, SAFE, GREEN	US	Restaurant Technologies, Inc.	85-207,438	12/29/2010	Pending
SMART, SAFE, GREEN	US	Restaurant Technologies, Inc.	85-207,421	12/29/2010	Pending

Common Law Trademarks:



TOTAL OIL MANAGEMENT SOLUTION

BETTER OIL. SAFER KITCHEN. BETTER BUSINESS.

RTI MAXLIFE ZEROT LOWLIN

RTI MAXLIFE ZEROT GOLD