

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM299453

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Duffy's Holdings, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's Management, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's HR, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Jupiter, INC.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Palm Beach Gardens, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Jupiter West, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Boca, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of PGA, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Royal Palm Beach, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Stuart, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of the Villages, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Boynton Beach, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Stuart South, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Boynton West, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Port St. Lucie West, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Royal Palm West, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Deerfield Beach, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Melbourne, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Delray Beach, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Plantation, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Ft. Lauderdale, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Coconut Creek, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of West Palm Beach, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of North Miami Beach, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Coconut Grove, Inc.		03/27/2014	CORPORATION: FLORIDA
Duffy's of Weston, Inc.		03/27/2014	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
			<b>TRADEMARK</b>

OP \$115.00 86033621

<b>Name:</b>	RBS Citizens, N.A.
<b>Street Address:</b>	One Park Plaza
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92614
<b>Entity Type:</b>	national banking association, as Administrative Agent: UNITED STATES

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
<b>Serial Number:</b>	86033621	DUFFY'S SPORTS GRILL
<b>Registration Number:</b>	3548823	DUFFY'S SPORTS GRILL
<b>Registration Number:</b>	4470104	DUFFY'S SPORTS GRILL
<b>Registration Number:</b>	3548822	DUFFY'S SPORTS GRILL

**CORRESPONDENCE DATA**

**Fax Number:** 4023461148  
**Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.**  
**Phone:** 402-346-6000  
**Email:** bridget.stuhr@kutakrock.com  
**Correspondent Name:** Bridget M. Stuhr  
**Address Line 1:** 1650 Farnam Street  
**Address Line 4:** Omaha, NEBRASKA 68102

<b>NAME OF SUBMITTER:</b>	Bridget M Stuhr
<b>SIGNATURE:</b>	/Bridget M Stuhr/
<b>DATE SIGNED:</b>	03/27/2014

**Total Attachments: 5**  
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## SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of March 27, 2014 by **DUFFY'S HOLDINGS, INC.**, a Florida corporation, **DUFFY'S MANAGEMENT, INC.**, a Florida corporation, **DUFFY'S HR, INC.**, a Florida corporation, **DUFFY'S OF GREENACRES, INC.**, a Florida corporation, **DUFFY'S OF JUPITER, INC.**, a Florida corporation, **DUFFY'S OF PALM BEACH GARDENS, INC.**, a Florida corporation, **DUFFY'S OF JUPITER WEST, INC.**, a Florida corporation, **DUFFY'S OF BOCA, INC.**, a Florida corporation, **DUFFY'S OF PGA, INC.**, a Florida corporation, **DUFFY'S OF ROYAL PALM BEACH, INC.**, a Florida corporation, **DUFFY'S OF STUART, INC.**, a Florida corporation, **DUFFY'S OF THE VILLAGES, INC.**, a Florida corporation, **DUFFY'S OF BOYNTON BEACH, INC.**, a Florida corporation, **DUFFY'S OF STUART SOUTH, INC.**, a Florida corporation, **DUFFY'S OF BOYNTON WEST, INC.**, a Florida corporation, **DUFFY'S OF PORT ST. LUCIE WEST, INC.**, a Florida corporation, **DUFFY'S OF ROYAL PALM WEST, INC.**, a Florida corporation, **DUFFY'S OF DEERFIELD BEACH, INC.**, a Florida corporation, **DUFFY'S OF MELBOURNE, INC.**, a Florida corporation, **DUFFY'S OF DELRAY BEACH, INC.**, a Florida corporation, **DUFFY'S OF PLANTATION, INC.**, a Florida corporation, **DUFFY'S OF FT. LAUDERDALE, INC.**, a Florida corporation, **DUFFY'S OF COCONUT CREEK, INC.**, a Florida corporation, **DUFFY'S OF WEST PALM BEACH, INC.**, a Florida corporation, **DUFFY'S OF NORTH MIAMI BEACH, INC.**, a Florida corporation, **DUFFY'S OF COCONUT GROVE, INC.**, a Florida corporation, and **DUFFY'S OF WESTON, INC.**, a Florida corporation (collectively "Debtor") and **RBS CITIZENS, N.A.**, in its capacity as administrative agent for the Lenders and the other Secured Parties (as defined in the Credit Agreement) (in such capacity, together with its successors and assigns in such capacity, if any, the "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date of this Agreement among Debtor, Administrative Agent, and the lenders a party thereto from time to time (the "Lenders") (the "Credit Agreement"), Lenders have agreed to make certain loans to Debtor (collectively, the "Loans"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Credit Agreement.

WHEREAS, pursuant to the Loan Documents, Debtor and Administrative Agent have agreed to enter into this Agreement to further evidence the grant of the security interests in such Debtor's Intellectual Property to Administrative Agent for the benefit of Lenders and the other Secured Parties and certain other rights with respect to such Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Administrative Agent hereby agrees as follows:

**Section 1. Security Interest.** Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Administrative Agent for the benefit of the Secured Parties, a security interest in and lien upon all of such Debtor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached Exhibit A, and any and all goodwill of such Debtor connected with the use of and symbolized by the trademarks.

**Section 2. Grant of License.** Subject to the terms and conditions of the Credit Agreement, each Debtor hereby grants to Administrative Agent for the benefit of Lenders and the other Secured Parties, an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Debtor) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by any Debtor, including, without limitation, the trademarks listed on the attached Exhibit A, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Administrative Agent's security interest in the Collateral.

**Section 3. Incorporation by Reference; Filing Purposes Only.** All of the terms and provisions of the Credit Agreement are incorporated by reference into this Agreement. This Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of Lenders and the other Secured Parties pursuant to the Security Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Administrative Agent, Lenders and the other Secured Parties with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

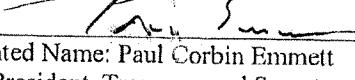
**Section 4. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXECUTION PAGE FOLLOWS]

*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**DEBTORS:**

**DUFFY'S HOLDINGS, INC.**, a Florida corporation,  
**DUFFY'S MANAGEMENT, INC.**, a Florida corporation,  
**DUFFY'S HR, INC.**, a Florida corporation,  
**DUFFY'S OF GREENACRES, INC.**, a Florida corporation,  
**DUFFY'S OF JUPITER, INC.**, a Florida corporation,  
**DUFFY'S OF PALM BEACH GARDENS, INC.**, a Florida corporation,  
**DUFFY'S OF JUPITER WEST, INC.**, a Florida corporation,  
**DUFFY'S OF BOCA, INC.**, a Florida corporation,  
**DUFFY'S OF PGA, INC.**, a Florida corporation,  
**DUFFY'S OF ROYAL PALM BEACH, INC.**, a Florida corporation,  
**DUFFY'S OF STUART, INC.**, a Florida corporation,  
**DUFFY'S OF THE VILLAGES, INC.**, a Florida corporation,  
**DUFFY'S OF BOYNTON BEACH, INC.**, a Florida corporation,  
**DUFFY'S OF STUART SOUTH, INC.**, a Florida corporation,  
**DUFFY'S OF BOYNTON WEST, INC.**, a Florida corporation,  
**DUFFY'S OF PORT ST. LUCIE WEST, INC.**, a Florida corporation,  
**DUFFY'S OF ROYAL PALM WEST, INC.**, a Florida corporation,  
**DUFFY'S OF DEERFIELD BEACH, INC.**, a Florida corporation,  
**DUFFY'S OF MELBOURNE, INC.**, a Florida corporation,  
**DUFFY'S OF DELRAY BEACH, INC.**, a Florida corporation,  
**DUFFY'S OF PLANTATION, INC.**, a Florida corporation,  
**DUFFY'S OF FT. LAUDERDALE, INC.**, a Florida corporation,  
**DUFFY'S OF COCONUT CREEK, INC.**, a Florida corporation,  
**DUFFY'S OF WEST PALM BEACH, INC.**, a Florida corporation,  
**DUFFY'S OF NORTH MIAMI BEACH, INC.**, a Florida corporation,  
**DUFFY'S OF COCONUT GROVE, INC.**, a Florida corporation, and  
**DUFFY'S OF WESTON, INC.**, a Florida corporation

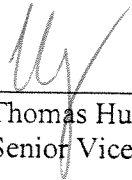
By:   
Printed Name: Paul Corbin Emmett  
Its President, Treasurer and Secretary

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**AGENT:**

**RBS CITIZENS, N.A.,**

By: \_\_\_\_\_

  
Thomas Hung  
Senior Vice President

[EXECUTION PAGE OF SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**EXHIBIT A**  
**INTELLECTUAL PROPERTY**

Intellectual Property owned or licensed by Debtor:

<b>Trademark</b>	<b>Trademark Owner Name</b>	<b>Serial No.</b>	<b>Registration Number</b>
Duffy's Sports Grill Logo Green/Red/White	Duffy's Management, Inc.	86-033621	4470986
Duffy's Sports Grill Logo Green/Red	Duffy's Management, Inc.	77-167,959	3548823
Duffy's Sports Grill Logo Green/Gold	Duffy's Management, Inc.	85-950,176	4470104
Duffy's Sports Grill Trade name	Duffy's Management, Inc.	77-167,375	3548822