

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM406702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Restaurant Technologies, Inc.		11/23/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4086765	GLOBAL TIER	
Registration Number:	3997753	SMART. SAFE. GREEN.	
Registration Number:	3997757	SMART. SAFE. GREEN.	
Registration Number:	3997758	RTI	
Registration Number:	3997759	RTI	
Registration Number:	3997761	RTI	
Registration Number:	3997763	RTI	
Registration Number:	4072154	TOTAL OPERATIONS MANAGEMENT	
Registration Number:	4161907	SMART. SAFE. GREEN.	
Registration Number:	4143698	RTI	
Registration Number:	4206803	RTI	
Registration Number:	4143699	RTI	
Registration Number:	4206804	RTI	
Registration Number:	2801721	RESTAURANT TECHNOLOGIES, INC.	
Registration Number:	2529512	RTI	
Registration Number:	2663675	RESTAURANT TECHNOLOGIES, INC.	
Registration Number:	4054260	AUTOMIST	
Serial Number:	87189261	R	
Serial Number:	87189268	R	

CH \$515.00 4086765

Property Type	Number	Word Mark
Serial Number:	87195293	R

CORRESPONDENCE DATA

Fax Number: 2149813400

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.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	65241-30270
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	11/28/2016

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement", dated as of November 23, 2016, is made by Restaurant Technologies, Inc., a Delaware corporation (the "Grantor"), in favor of Antares Capital LP ("Antares Capital"), as Administrative Agent for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of November 23, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Restaurant Technologies, Inc., a Delaware corporation (the "Borrower"), the other Persons party thereto that are designated as a Credit Party, Antares Capital, as Administrative Agent for the several financial institutions from time to time party thereto (collectively, the "Lenders") and such Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a Second Lien Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (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 Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 the Grantor (the "Trademark Collateral"; provided, however, that notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall not include any Excluded Property):

- (a) all of its Trademarks, 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

(c) 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 or violation thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is a security interest granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and is exercisable pursuant to, and subject to, the terms and conditions set forth therein. The Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks 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.

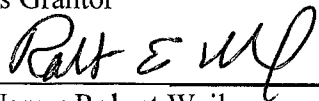
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to or in connection with this Trademark Security Agreement, the terms of any Collateral Document, and the exercise of any right or remedy by the Administrative Agent hereunder and thereunder are subject to the provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of this Trademark Agreement or any Collateral Document, the terms of the Second Lien Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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,
RESTAURANT TECHNOLOGIES, INC.
as Grantor

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

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each 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,
RESTAURANT TECHNOLOGIES, INC.
as Grantor

By: _____
Name: Robert Weil
Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:





ANTARES CAPITAL LP
as Administrative Agent


By: *Ashley H. Medio*
Name: Ashley Medio
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Owner/Applicant	Registration No.	Registration Date
GLOBAL TIER	Restaurant Technologies, Inc.	4086765	1/17/12
SMART. SAFE. GREEN	Restaurant Technologies, Inc.	3997753	7/19/11
SMART. SAFE. GREEN	Restaurant Technologies, Inc.	3997757	7/19/11
RTI & Design 	Restaurant Technologies, Inc.	3997758	7/19/11
RTI & Design 	Restaurant Technologies, Inc.	3997759	7/19/11
RTI	Restaurant Technologies, Inc.	3997761	7/19/11
RTI	Restaurant Technologies, Inc.	3997763	7/19/11
TOTAL OPERATIONS MANAGEMENT	Restaurant Technologies, Inc.	4072154	12/13/11
SMART. SAFE. GREEN	Restaurant Technologies, Inc.	4161907	6/19/12
RTI & Design 	Restaurant Technologies, Inc.	4143698	5/15/12
RTI & Design 	Restaurant Technologies, Inc.	4206803	9/11/12
RTI	Restaurant Technologies, Inc.	4143699	5/15/12
RTI	Restaurant Technologies, Inc.	4206804	9/11/12
RESTAURANT TECHNOLOGIES, INC.	Restaurant Technologies, Inc.	2801721	1/06/04

Mark	Owner/Applicant	Registration No.	Registration Date
RTI & Design 	Restaurant Technologies, Inc.	2529512	1/15/02
RESTAURANT TECHNOLOGIES, INC.	Restaurant Technologies, Inc.	2663675	12/17/02
AUTOMIST	Restaurant Technologies, Inc.	4054260	11/08/11

2. TRADEMARK APPLICATIONS

Mark	Owner/Applicant	Application No.	Appl. Date
R Design 	Restaurant Technologies, Inc.	87189261	9/30/16
R Design 	Restaurant Technologies, Inc.	87189268	9/30/16
R Design 	Restaurant Technologies, Inc.	87195293	10/06/16