

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Restaurant Technologies, Inc.		04/01/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Agent		
Street Address:	1300 Thames Street, 4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	87843399	AUTOMIST	
Serial Number:	85212203	AUTOMIST	
Serial Number:	90348260	AUTOMIST	
Serial Number:	87355272	GREASE LOCK	
Registration Number:	6586736	GREASE LOCK	
Serial Number:	87195293	R	
Serial Number:	87189250	R	
Serial Number:	87189261	R	
Serial Number:	87189268	R	
Serial Number:	75756169	RESTAURANT TECHNOLOGIES, INC.	
Serial Number:	76227331	RESTAURANT TECHNOLOGIES, INC.	
Serial Number:	85207532	RTI	
Serial Number:	85207528	RTI	
Serial Number:	85207471	RTI	
Serial Number:	85207450	RTI	
Serial Number:	85207503	RTI	
Serial Number:	85207518	RTI	
Serial Number:	76125462	RTI	
Serial Number:	86838454	SAFER, SMARTER KITCHENS	

OP \$565.00 87843399

Property Type	Number	Word Mark
Serial Number:	86838476	SAFER, SMARTER KITCHENS
Serial Number:	86838484	SAFER, SMARTER KITCHENS
Serial Number:	86838487	SAFER, SMARTER KITCHENS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	04/04/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2022 (this “Trademark Security Agreement”), is made by the entity listed as Grantor on the signature pages hereto (the “Grantor”), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the Secured Parties under the Security Agreement (as defined below) (the “Agent”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Double Eagle Merger Sub, Inc., a Delaware corporation (“Merger Sub” and, prior to the Closing Date Merger (as defined below), the Borrower), which upon effectiveness of the Closing Date Merger will be merged with and into Eagle Parent Corp., a Delaware corporation (after the Closing Date Merger, the Borrower), Double Eagle Buyer, Inc., a Delaware corporation (“Holdings”), the Subsidiaries of the Borrower from time to time party thereto as guarantors, the Lenders from time to time party thereto and the Agent; and

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Merger Sub, Holdings, the Subsidiary Parties from time to time party thereto, as grantors, and the Agent, in its capacity as Administrative Agent under the Credit Agreement, in order to secure payments of certain Secured Obligations, the Grantor has assigned, pledged and granted to the Agent a continuing security interest in and to all of its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto (the “Trademark Collateral”); provided, that, notwithstanding anything to the contrary contained herein, the security interest created hereby shall not extend to, and the term “Trademark Collateral” shall not include, any Excluded Assets. Until the Termination Date, the Agent shall retain its security interest in the Trademark Collateral granted herein and in the Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used but not otherwise defined herein (including the introductory paragraphs hereto) shall have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

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

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Trademark Security Agreement.

Section 4. Termination. Upon satisfaction of the conditions set forth in Section 7.12 of the Security Agreement, the Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “execution,” “execute,” “signed,” “signature,” and words of like import in this Trademark Security Agreement or any amendment or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 6. Governing Law. This Trademark Security Agreement and any claim, controversy or dispute arising under or related to this Trademark Security Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

RESTAURANT TECHNOLOGIES, INC.

By: 
Name: Jeffrey Kiesel
Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

MORGAN STANLEY SENIOR FUNDING, INC
as Agent

By: _____


Name: Chance Moreland





Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007679 FRAME: 0312

**Schedule I
U.S. Trademarks and Applications**

Mark	Filing Date/ Reg. Date	Serial No./ Reg. No.	Status	Owner
AUTOMIST	Filing Date 03/21/2018 Reg. Date 09/17/2019	Serial No. 87/843,399 Reg. No. 5,864,453	Registered (Supp. Reg.)	Restaurant Technologies, Inc.
AUTOMIST	Filing Date 01/06/2011 Reg. Date 11/08/2011	Serial No. 85/212,203 Reg. No. 4,054,260	Registered (Supp. Reg.)	Restaurant Technologies, Inc.
AUTOMIST	Filing Date 11/30/2020	Serial No. 90/348,260	Pending	Restaurant Technologies, Inc.
GREASE LOCK	Filing Date 03/01/2017 Reg. Date 10/17/2017	Serial No. 87/355,272 Reg. No. 5,310,228	Registered	Restaurant Technologies, Inc.
	Reg. Date 12/14/2021	Reg. No. 6586736	Registered	Restaurant Technologies, Inc.
T	Filing Date 10/06/2016 Reg. Date 05/09/2017	Serial No. 87/195,293 Reg. No. 5,199,770	Registered	Restaurant Technologies, Inc.
T	Filing Date 9/30/2016 Reg. Date 05/09/2017	Serial No. 87/189,250 Reg. No. 5,199,373	Registered	Restaurant Technologies, Inc.
T	Filing Date 9/30/2016 Reg. Date 05/09/2017	Serial No. 87/189,261 Reg. No. 5,199,375	Registered	Restaurant Technologies, Inc.
T	Filing Date 09/30/2016 Reg. Date 6/20/2017	Serial No. 87/189,268 Reg. No. 5,226,763	Registered	Restaurant Technologies, Inc.

Mark	Filing Date/ Reg. Date	Serial No./ Reg. No.	Status	Owner
RESTAURANT TECHNOLOGIES, INC.	Filing Date 07/15/1999 Reg. Date 12/17/2002	Serial No. 75/756,169 Reg. No. 2,663,675	Registered	Restaurant Technologies, Inc.
RESTAURANT TECHNOLOGIES, INC.	Filing Date 03/20/2001 Reg. Date 01/06/2004	Serial No. 76/227,331 Reg. No. 2,801,721	Registered	Restaurant Technologies, Inc.
RTI	Filing Date 12/29/2010 Reg. Date 09/11/2012	Serial No. 85/207,532 Reg. No. 4,206,804	Registered	Restaurant Technologies, Inc.
RTI	Filing Date 12/29/2010 Reg. Date 05/15/2012	Serial No. 85/207,528 Reg. No. 4,143,699	Registered	Restaurant Technologies, Inc.
RTI	Filing Date 12/29/2010 Reg. Date 07/19/2011	Serial No. 85/207,471 Reg. No. 3,997,763	Registered	Restaurant Technologies, Inc.
	Filing Date 12/29/2010 Reg. Date 07/19/2011	Serial No. 85/207,450 Reg. No. 3,997,759	Registered	Restaurant Technologies, Inc.
	Filing Date 12/29/2010 Reg. Date 05/15/2012	Serial No. 85/207,503 Reg. No. 4,143,698	Registered	Restaurant Technologies, Inc.
	Filing Date 12/29/2010 Reg. Date 09/11/2012	Serial No. 85/207,518 Reg. No. 4,206,803	Registered	Restaurant Technologies, Inc.
	Filing Date 09/08/2000 Reg. Date 01/15/2002	Serial No. 76/125,462 Reg. No. 2,529,512	Registered	Restaurant Technologies, Inc.

Mark	Filing Date/ Reg. Date	Serial No./ Reg. No.	Status	Owner
SAFER, SMARTER KITCHENS	Filing Date 12/03/2015 Reg. Date 02/28/2017	Serial No. 86/838,454 Reg. No. 5,152,383	Registered	Restaurant Technologies, Inc.
SAFER, SMARTER KITCHENS	Filing Date 12/03/2015 Reg. Date 02/28/2017	Serial No. 86/838,476 Reg. No. 5,152,384	Registered	Restaurant Technologies, Inc.
SAFER, SMARTER KITCHENS	Filing Date 12/03/2015 Reg. Date 02/28/2017	Serial No. 86/838,484 Reg. No. 5,152,385	Registered	Restaurant Technologies, Inc.
SAFER, SMARTER KITCHENS	Filing Date 12/03/2015 Reg. Date 02/28/2017	Serial No. 86/838,487 Reg. No. 5,152,386	Registered	Restaurant Technologies, Inc.