

RE

10-01-1999

R SHEET
-YU.S. DEPARTMENT OF
Patent and Trademark

Tab settings

101159753

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Ruth U. Fertel, Inc.MRD
9-29-99

2. Name and address of receiving party(ies)

Name: Bankers Trust CompanyInternal Address: 84th FloorStreet Address : 233 South Wacker DriveCity: Chicago State: IL Zip: 60606

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State LA

☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation State _____☐ Other _____

If assignee is not domiciled in the United States, a
designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 17, 1999

4. Application number(s) or trademark

A. Trademark Application No.(s)
75/625026 75/626792 75/650327B. Trademark Registration
1,164,124 1,808,168 1,859,042 1,815,584

Additional numbers attached? No

5. Name and address of party to whom correspondence
concerning document should be mailed:Name: Federal Research Corp

Internal Address: _____

09/30/1999 JSHBAZZ 00000023 7562502601 FC:481 40.00 DP
02 FC:482 150.00 DPStreet Address: 400 Seventh St NWSuite 101City: Washington Stat DC ZIP 200046. Total number of applications and
registrations

7

7. Total fee (37 CFR 3.41)..... \$ 190.00☒ Enclosed☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy
of the original document.

Rebecca L. Foley
Name of PersonRebecca L. Foley
Signature9/23/99

Date

Total number of pages including cover sheet, attachments, and

8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS, SERVICEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, RUTH U. FERTEL, INC., a Louisiana corporation (the "Assignor") with principal offices at 3321 Hessmer Avenue, Metairie, Louisiana 70002, hereby grants to Bankers Trust Company, as Collateral Agent, with an office at 233 South Wacker Drive, 84th Floor, Chicago, Illinois 60606 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, servicemarks, trademark and servicemark registrations and trademark and servicemark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

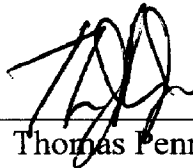
THIS GRANT OF SECURITY INTEREST is made to secure the prompt and complete observance, performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time parties thereto and the Assignee, dated as of September 17, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Grant of Security Interest has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

17th day of September, 1999. IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the

RUTH U. FERTEL, INC., as Assignor

By:



Thomas Pennison, Jr.
Vice President-Finance

BANKERS TRUST COMPANY,
as Assignee

By:

Robert R. Telesca
Assistant Vice President

STATE OF ILLINOIS

)

) ss.:

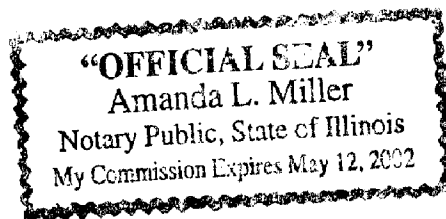
COUNTY OF COOK

)

On this 17th day of September, 1999, before me personally came Thomas Pennison, Jr., who, being by me duly sworn, did state as follows: that such person is Vice President-Finance of RUTH U. FERTEL, INC., that such person is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that such person did so by authority of the Board of Directors of said corporation.



Notary Public



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
17 day of September, 1999.

RUTH U. FERTEL, INC., as Assignor

By: _____
Thomas Pennison, Jr.
Vice President-Finance

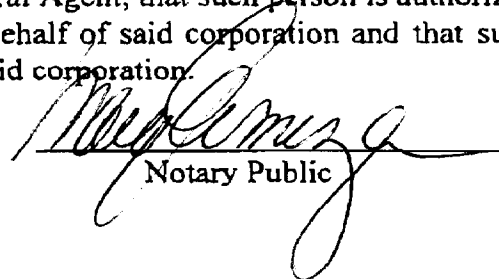
BANKERS TRUST COMPANY,
as Assignee

By: Robert R. Telesca
Robert R. Telesca
Assistant Vice President

Assignment of Security Interest - Trademarks and Patents

STATE OF NEW YORK)
) ss.:
COUNTY OF NY)

On this 17 day of September, 1999, before me personally came Robert R. Telesca who, being by me duly sworn, did state as follows: that such person is Assistant Vice President of Bankers Trust Company, acting in its capacity as Collateral Agent, that such person is authorized to execute the foregoing Grant of Security Interest on behalf of said corporation and that such person did so by authority of the Board of Directors of said corporation.


Notary Public

MARY E. SOMOZA
Notary Public, State of New York
No. 4505761 Qual in Kings Co
Certificate filed in New York County
Commission Expires Dec 31, 1999

Assignment of Security Interest - Trademarks and Patents

SCHEDULE A

to

GRANT OF SECURITY INTEREST
IN UNITED STATES
TRADEMARKS, SERVICEMARKS AND PATENTS

Current Federal Service Mark Registrations

Mark	Registration No.	Renewal Date
Ruth's Chris Steak House - U.S. Prime Only and design	1,164,124	August 4, 2001*
Home of Serious Steaks	1,808,168	November 30, 2003**
U.S. Prime Only and design (Princ. Reg.)	1,859,042	October 18, 2004
U.S. Prime Only and design (Supp Reg.)	1,815,584	January 4, 2004

* Amendment filed March 22, 1999 to delete the word "only"

** Section 8/15 filed December 14, 1998, accepted May 3, 1999.

Pending Federal Service Mark Applications

Mark	Application No.	Filing Date
Chris	75/625026	January 12, 1999
Ruth's Chris	75/626792	January 12, 1999
U.S. Prime and design	75/650327	February 26, 1999

TRADEMARK

REEL: 001967 FRAME: 0626

SCHEDULE B

to

GRANT OF SECURITY INTEREST
IN UNITED STATES

TRADEMARKS, SERVICE MARKS AND PATENTS

Patents

NONE.