

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

08/20/2004

900011909

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		MERGER	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Logan's Roadhouse Promotions, Inc.		07/28/2004	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Logan's Roadhouse, Inc.		
Street Address:	3011 Armory Drive		
Internal Address:	Suite 300		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37204		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	74291119	LOGAN'S ROADHOUSE	
Serial Number:	75343997	THE HOPPIN' LITTLE JOINT DOWN THE ROAD!	
Serial Number:	78242777	FOOD THE WAY IT OUGHT TO BE PRICED THE WAY IT USED TO BE	
Serial Number:	78401171	LOGAN	
Serial Number:	78268703	LOGAN'S ROADHOUSE	
Serial Number:	76481400	LOGAN'S ROADHOUSE	
CORRESPONDENCE DATA			
Fax Number:	(513)977-8141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(513) 977-8564		
Email:	joshua.lorentz@dinslaw.com		
Correspondent Name:	Joshua A. Lorentz		
Address Line 1:	255 East Fifth Street		
Address Line 2:	1900 Chemed Center		

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fax server

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:

Joshua A. Lorentz

Total Attachments: 6

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Secretary of State**Division of Business Services****312 Eighth Avenue North****6th Floor, William R. Snodgrass Tower****Nashville, Tennessee 37243****DATE: 07/29/04****REQUEST NUMBER: 5194-0858****TELEPHONE CONTACT: (615) 741-2286****FILE DATE/TIME: 07/29/04 1223****EFFECTIVE DATE/TIME: 07/30/04 2359****CONTROL NUMBER: 0292709****TO:****BAKER DONELSON BEARMAN ETL****211 COMMERCE STREET****STE 1000****NASHVILLE, TN 37201****RE:****LOGAN'S ROADHOUSE, INC.****ARTICLES OF MERGER****THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED ARTICLES OF MERGER WITH AN EFFECTIVE DATE AS INDICATED ABOVE.****WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.****PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH OFFICE IS IN TENNESSEE AND IN THE COUNTY IN WHICH THE NEW OR SURVIVING CORPORATION SHALL HAVE ITS PRINCIPAL OFFICE IF SUCH OFFICE IS IN TENNESSEE.****FOR: ARTICLES OF MERGER****ON DATE: 07/29/04****FROM:
BAKER DONELSON BEARMAN ETC (NASHVILLE)
211 COMMERCE STREET
#1000
NASHVILLE, TN 37201-0000**

	FEES	
RECEIVED:	\$100.00	\$0.00
TOTAL PAYMENT RECEIVED:	\$100.00	

**RECEIPT NUMBER: 00003562408
ACCOUNT NUMBER: 00208389**

SS-4458

**RILEY C. DARNELL
SECRETARY OF STATE
TRADEMARK****REEL: 002933 FRAME: 0250**

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FILE

RECEIVED
STATE OF TENNESSEE

ARTICLES OF MERGER

OF

LOGAN'S ROADHOUSE PROMOTIONS, INC.

WITH AND INTO

LOGAN'S ROADHOUSE, INC.

2004 JUL 29 PM 12:23

RILEY DARNELL
SECRETARY OF STATE

To the Secretary of State
of the State of Tennessee:

Pursuant to the provisions of Section 48-21-107 of the Tennessee Business Corporation Act (the "TBCA"), Logan's Roadhouse, Inc., a Tennessee corporation ("Logan's"), and Logan's Roadhouse Promotions, Inc., a Tennessee corporation ("LRPI"), hereby adopt the following Articles of Merger for the purpose of merging LRPI with and into Logan's.

1. Logan's and LRPI are hereby merged, and Logan's shall constitute the surviving corporation.

2. The Agreement and Plan of Merger (the "Plan of Merger") is attached hereto as Exhibit A and incorporated herein by this reference as if fully copied and set forth at length herein.

3. The Board of Directors of Logan's approved the Plan of Merger on July 28, 2004 in accordance with Section 48-18-202 of the TBCA. Pursuant to Section 48-21-105 of the TBCA, the shareholder of Logan's is not required to approve of the merger.

4. The Board of Directors of LRPI approved the Plan of Merger on July 23, 2004 in accordance with Section 48-18-202 of the TBCA. Pursuant to Section 48-21-105 of the TBCA, the shareholder of LRPI is not required to approve of the merger.

5. These Articles of Merger shall be effective at 11:59 p.m. on July 30, 2004.

IN WITNESS WHEREOF, these Articles of Merger have been executed this 28th day of July, 2004, on behalf of Logan's and LRPI by their duly authorized respective officers.

Logan's Roadhouse, Inc.

Logan's Roadhouse Promotions, Inc.

By: George T. Vogel
Name: George T. Vogel
Title: PRESIDENT

By: George T. Vogel
Name: George T. Vogel
Title: PRESIDENT

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Exhibit A
to
Articles of Merger
of
Logan's Roadhouse Promotions, Inc., a Tennessee corporation
with and into
Logan's Roadhouse, Inc., a Tennessee corporation
AGREEMENT AND PLAN OF MERGER

[See attached.]

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**AGREEMENT AND PLAN OF MERGER
OF
LOGAN'S ROADHOUSE PROMOTIONS, INC.
WITH AND INTO
LOGAN'S ROADHOUSE, INC.**

Pursuant to the provisions of Section 48-21-105 of the Tennessee Business Corporation Act (the "TBCA"), Logan's Roadhouse Promotions, Inc., a Tennessee corporation ("LRPI"), and Logan's Roadhouse, Inc., a Tennessee corporation ("Logan's"), hereby adopt the following Agreement and Plan of Merger (the "Plan of Merger").

In consideration of their mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LRPI and Logan's agree as follows:

1. **Merger.** In accordance with the provisions of this Plan of Merger and the TBCA, LRPI shall be merged with and into Logan's (the "Merger"), the separate existence of LRPI shall cease and Logan's shall survive the Merger and shall continue to be governed by the laws of the State of Tennessee. Logan's is sometimes referred to herein as the "Surviving Entity".

2. **Manner of Conversion of Shares.** The manner and basis of converting the shares of LRPI into shares, units, obligations or other securities of Logan's, or into cash or other property or any combination of the foregoing, is as follows:

(a) Any and all shares of the common stock of LRPI held by Logan's shall be cancelled and retired on the effective date of the Merger, as set forth in Section 5 of this Plan of Merger, and no consideration shall be issued in exchange thereof.

(b) All of the shares of the common stock of Logan's issued and outstanding on the effective date of the Merger, as set forth in Section 5 of this Plan of Merger, shall remain issued and outstanding after such date and shall be unaffected by the Merger.

3. **Abandonment.** At any time before the effective date of the Merger, this Plan of Merger may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either Logan's or LRPI.

4. **Effect of the Merger.** On the effective date of the Merger, all of the property (both real and personal), rights, privileges, franchises, patents, trademarks, copyrights, licenses, registrations and other assets of every kind and description of LRPI shall vest in Logan's, as the Surviving Entity, without further act or deed, and all property (both real and personal), rights and every other interest of LRPI shall become the property of Logan's as the Surviving Entity. At any time after the effective date of the Merger, the Surviving Entity shall have the power and authority to take any action in the name and on behalf of LRPI in order to carry out and effectuate the transactions contemplated by this Plan of Merger, including, without limitation, the execution and delivery of any and all documents, deeds and instruments necessary or desirable to vest in the Surviving Entity record title and possession of the assets of LRPI.

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5. Effective Date. The Merger shall become effective at 11:59 p.m. on July 30, 2004.

6. Governing Documents. Each of the Charter and Bylaws, as each may have been amended or restated, of Logan's as in effect immediately prior to the effective date of the Merger shall continue in full force and effect as the Charter and Bylaws, respectively, of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.

7. Board of Directors and Officers. The Board of Directors and officers of Logan's immediately prior to the effective date of the Merger shall continue as the Board of Directors and officers of the Surviving Entity until their resignation, until their successors have been duly appointed or until as otherwise provided by law or the Charter or Bylaws of the Surviving Entity.

8. Governing Law. This Plan of Merger shall in all respects be construed, interpreted and enforced in accordance with the laws of the State of Tennessee.

[Signatures contained on next page.]

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IN WITNESS WHEREOF, this Agreement and Plan of Merger is hereby approved and executed as of this 28th day of July, 2004, on behalf of each of such corporations by their duly authorized respective officers.

Logan's Roadhouse, Inc.

Logan's Roadhouse Promotions, Inc.

By: George T. Vogel
Name: GEORGE T. VOGEL
Title: PRESIDENT

By: George T. Vogel
Name: GEORGE T. VOGEL
Title: PRESIDENT