4-9-04

04-09-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

102717882

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Ruth's Chris Steak House, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State LA
- [ ] Other

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc., as Agent

Internal Address:

Street Address: 2450 Colorado Avenue, Ste 3000 West

City: Santa Monica State: CA Zip: 90404

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State California
- [ ] Other

If assignee is not domiciled in the United States, a domestic representative 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
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 3/31/04

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) SEE ATTACHED

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached [x] Yes [ ] No

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

Name: Marianne F. Taras

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....$ 290.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Marianne F. Taras — Name of Person Signing

Marianne F. Taras — Signature

April 7, 2004 — Date

Total number of pages including cover sheet, attachments, and document: 28

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

04/09/2004 ECOOPER 00000029 1164124

01 FC:8521 40.00 OP
02 FC:8522 250.00 OP

CONTINUATION OF ITEM 4 TO TRADEMARK RECORDATION FORM

OWNER: RUTH'S CHRIS STEAK HOUSE, INC.

State/Country	Mark	Reg/Serial No.
United States	RCSH New Full Logo	1164124
United States	Home of Serious Steaks	1808168
United States	Ruth's Chris	2374574
United States	Chris	2430733
United States	U.S. Prime & Design	2321545
United States	The Sound of Perfection	2469604
United States	Ruth's Christening	2469603
United States	The Experience with RCSH New Full Logo	Ser. No. 76/272603
United States	Life's Too Short to Eat Anywhere Else	Ser. No. 76/528388
United States	Ruth's Table (design)	Ser. No. 76/529123
United States	Ruth's Table (words)	Ser. No. 76/529122

STM/271582.1

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of March 31, 2004, is made by **RUTH'S CHRIS STEAK HOUSE, INC.**, a Louisiana corporation ("Parent") and each of Parent's undersigned Subsidiaries (Parent and such Subsidiaries, each a "Debtor", and individually and collectively and jointly and severally, the "Debtors"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation, as arranger and administrative agent for the below defined Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"), in light of the following:

WHEREAS, (i) RCSH Operations Inc., a California corporation, RCSH Operations, LLC a Louisiana limited liability company, Ruth's Chris Steak House, Texas, L.P., a Texas limited partnership, Ruth's Chris Steak House #15, Inc., a Louisiana corporation (each such entity individually a "Borrower", and individually and collectively, and jointly and severally, the "Borrowers"), the below-defined Lenders therein (Agent together with such Lenders, individually and collectively, the "Lender Group"), and Agent have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended and as otherwise amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to Borrowers, (ii) Debtors (other than Borrowers) have entered into that certain General Continuing Guaranty, dated as of even date herewith (as amended and as otherwise amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Guaranty"), pursuant to which such Debtors have agreed to guaranty the obligations of Borrowers under the Loan Agreement and the other Loan Documents and (iii) pursuant to the Loan Documents, Debtors have granted to Agent for the benefit of the Lender Group and the Bank Product Providers security interests in (among other things) all general intangibles of Debtors.

WHEREAS, pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of the Lenders under the Loan Agreement, each Debtor has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, each Debtor hereby agrees in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Agent" has the meaning ascribed to such term in the preamble to this Agreement.

"Agreement" has the meaning ascribed to such term in the recitals hereto.

"Debtor" and "Debtors" have the respective meanings ascribed to such terms in the preamble to this Agreement.

"Event of Default" means any Event of Default under the Loan Agreement.

"Guaranty" has the meaning ascribed to such term in the recitals to this Agreement.

"Lender Group" has the meaning ascribed to such term in the recitals to this Agreement.

"Lenders" means, individually and collectively, each of the lenders identified on the signature pages of the Loan Agreement, and any other person made a party thereto in accordance with the provisions of Section 14 thereof (together with their respective successors and assigns).

"Loan Agreement" has the meaning ascribed to such term in the recitals to this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of a Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of a Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to a Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" means, all liabilities, obligations, or undertakings owing by any Debtor to the Lender Group of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Guaranty, the Loan Agreement, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including reasonable attorneys fees), and expenses (including interest, costs, indemnities, fees, and expenses that accrue with respect thereto, irrespective of whether a claim therefor is allowed

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pursuant to the provisions of the Bankruptcy Code (if applicable)) and any and all other amounts which any Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, and supplements, thereto and thereof, as applicable.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement..

(viii) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto

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that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Loan Agreement that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of any Debtor and supplemental rights and remedies in favor of Agent for the benefit of the Lender Group and the Bank Product Providers (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, each Debtor hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing security interest in all of such Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in such Debtor's name or in the name of Agent or in the name of Agent for the benefit of the Lender Group and the Bank Product Providers for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of such Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

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(b) Continuing Security Interest. Each Debtor hereby agrees that thı Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Incorporation into Loan Agreement. This Agreement shall be fuly incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Debtors may grant licenses of the Trademark Collateral in accordance with the terms of the Loan Agreement.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Each Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent, in the exercise of its discretion, may reasonably request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and the Bank Product Providers and to accomplish the purposes of this Agreement. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of such Debtor, or in the name of Agent or otherwise, without notice to or assent by any Debtor, and each Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers, employees or agents designated by Agent) as such Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Debtor on all or any of such documents or instruments and perform all other acts that Agent in the exercise of its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and the Bank Product Providers, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Debtor, which Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17; provided that the

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foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and the Lender Group's obligation to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Each Debtor represents and warrants to each member of the Lender Group, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtors' existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtors.

(b) Trademarks Subsisting. Each of Debtors' Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtors' knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) such Debtor has rights in and good and defensible title to the Trademark Collateral, (ii) such Debtor is the sole and exclusive owner of such Debtor's Trademark Collateral, free and clear of any Liens and rights of others (other than the non-exclusive rights of any licensees permitted in accordance with the Loan Agreement, security interest created hereunder and Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which such Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by such Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Debtors' knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtors has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of Debtors' knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

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(e) Powers. Each Debtor has the unqualified right, power and authority to pledge and to grant to Agent security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, each Debtor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when any Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and such Debtor shall give to Agent prompt notice thereof. Each Debtor shall do all things reasonably deemed necessary by Agent in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, Debtors hereby authorize Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtors' behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent nor any other member of the Lender Group nor the Bank Product Providers shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent, any other member of the Lender Group or any Bank Product Providers hereunder or in connection herewith, none of Agent nor any other member of the Lender Group nor the Bank Product Providers shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement, the other Loan Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Each Debtor hereby

agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Each Debtor hereby agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtors in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Debtors (or any of their successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion, deems necessary, in the name of any Debtor or Agent, to enforce or protect any of the Trademark Collateral, in which event Debtors shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, each Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtors and Agent for the benefit of the Lender Group and the Bank Product Providers and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such

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invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other method of electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other method of electronic transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Loan Documents. Each Debtor acknowledges that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

17. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of Letters of Credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by any Debtor, at such Debtor's expense, as shall be necessary to evidence termination of the security interest granted by such Debtor to Agent for the benefit of the Lender Group and the Bank Product Providers hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

[Signature page follows]

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

RUTH'S CHRIS STEAK HOUSE, INC.,
a Louisiana corporation

By: Thomas J. Pennison, Jr.
Title: Vice President Finance, Treasurer and Secretary

RCSH OPERATIONS, INC.,
a California corporation

By: Thomas J. Pennison, Jr.
Title: Vice President Finance, Treasurer and Secretary

RCSH OPERATIONS, LLC,
a Louisiana limited liability company

By: RUTH'S CHRIS STEAK HOUSE, INC.
Title: Sole Member and Manager

By: Thomas J. Pennison, Jr.
Title: Vice President Finance, Treasurer and Secretary

RUTH'S CHRIS STEAK HOUSE TEXAS, L.P.,
a Texas limited partnership

By: RUTH'S CHRIS STEAK HOUSE, INC.
Title: General Partner

By: Thomas J. Pennison, Jr.
Title: Vice President Finance, Treasurer and Secretary

RUTH'S CHRIS STEAK HOUSE #15, INC.,
a Louisiana corporation

By: Thomas J. Pennison, Jr.
Title: Vice President Finance, Treasurer and Secretary

R.F. INC.,
a Louisiana corporation

By: Thomas J. Pennison, Jr.
Title: Vice President Finance, Treasurer and Secretary

RUTH'S CHRIS STEAK HOUSE FRANCHISE, INC.,
a Louisiana corporation

By: Thomas J. Pennison, Jr.
Title: Vice President Finance, Treasurer and Secretary

R.C. EQUIPMENT, INC.,
a Louisiana corporation

By: Thomas J. Pennison, Jr.
Title: Vice President Finance, Treasurer and Secretary

RCSH MANAGEMENT, INC.,
a Louisiana corporation

By: Thomas J. Pennison, Jr.
Title: Vice President Finance, Treasurer and Secretary

RCSH HOLDINGS, INC.,
a Louisiana corporation

By: Thomas J. Pennison, Jr.
Title: Vice President Finance, Treasurer and Secretary

RCSH PROMOTIONS, LLC,
a Louisiana limited liability company

By: RUTH'S CHRIS STEAK HOUSE, INC.
Title: Sole Member and Manager

By: Thomas J. Pennison, Jr.
Title: Vice President Finance, Treasurer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

STM/270459

WELLS FARGO FOOTHILL, INC.
a California corporation, as Agent

By: _____
Name: KATY J. BROOKS
Title: V.P.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

STM/270459

SCHEDULE A

to the Trademark Security Agreement
Trademarks of Debtors

SEE ATTACHED

TRADEMARK
REEL: 002945 FRAME: 0389

Ruth's Chris Steak House, Inc.

Intellectual Property Registrations

U.S., State and International Trademark Registrations

State/Country	Mark	Reg. No.
United States	RCSH New Full Logo[1]	1164124
United States	Home of Serious Steaks	1808168
United States	Ruth's Chris	2374574
United States	Chris	2430733
United States	U.S. Prime & Design	2321545
United States	The Sound of Perfection	2469604
United States	Ruth's Christening	2469603
United States	The Experience with RCSH New Full Logo[2]	Ser. No. 76/272603
United States	Life's Too Short to Eat Anywhere Else[3]	Ser. No. 76/528388
United States	Ruth's Table (design)[4]	Ser. No. 76/529123

[1] The "New" RCSH Full Logo - "Ruth's Chris Steak House - U.S. Prime" - omitted "Only" from "U.S. Prime".

[2] Application has been approved for publication; not yet published for opposition.

[3] Application was published for opposition March 23, 2004.

[4] Application has been approved for publication; not yet published for opposition.

Ruth's Chris Steak House, Inc.

Intellectual Property Registrations

U.S., State and International Trademark Registrations

State/Country	Mark	Reg. No.
United States	Ruth's Table (words)[5]	Ser. No. 76/529122
Alabama	Chris	100-263
Alabama	Ruth's	100-899
Alabama	Home of Serious Steaks	105-567
Alabama	RCSH New Full Logo	108-222
Alabama	U.S. Prime & Design	108-308
Arizona	Home of Serious Steaks	31428
Arizona	RCSH Old Full Logo[6]	25900
Arizona	Ruth's Chris	25899
Arizona	U.S. Prime & Design	46858
California	Chris	051446
California	Ruth's Chris	051445

[5] Application was published for opposition on March 16, 2004.

[6] The "old" logo consisted of "Ruth's Chris Steak House - U.S. Prime Only". The client is in the process of phasing out use of this mark by allowing it to expire and registering "RCSH - U.S. Prime" in its place.

TRADEMARK
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Ruth's Chris Steak House, Inc.

Intellectual Property Registrations

U.S., State and International Trademark Registrations

State/Country	Mark	Reg. No.
California	RCSH New Full Logo	051447
California	Home of Serious Steaks	042364
California	U.S. Prime & Design	057773
Colorado	Ruth's Chris	941107524
Colorado	RCSH New Full Logo	941107526
Colorado	Home of Serious Steaks	941107523
Colorado	U.S. Prime & Design	941107527
Connecticut	Chris	8807
Connecticut	Home of Serious Steaks	8863
Connecticut	RCSH New Full Logo	21716
Connecticut	Ruth's Chris	8806
Connecticut	U.S. Prime & Design	21678
Florida	Chris	T08821
Florida	Ruth's Chris	T08822
Florida	RCSH Old Full Logo	T08823
Georgia	Chris	S-8043

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Ruth's Chris Steak House, Inc.

Intellectual Property Registrations

U.S., State and International Trademark Registrations

State/Country	Mark	Reg. No.
Georgia	Ruth's Chris	S-8042
Georgia	RCSH Old Full Logo	S-8044
Georgia	Home of Serious Steaks	S-12316
Georgia	U.S. Prime & Design	S-20310
Hawaii	Chris	227972
Hawaii	Ruth's Chris	227974
Hawaii	RCSH New Full Logo	227977
Hawaii	Home of Serious Steaks	227973
Hawaii	U.S. Prime & Design	227978
Hawaii	RCSH Tradename	227392
Illinois	Chris	071131
Illinois	Ruth's Chris	071130
Illinois	RCSH New Full Logo	089483
Illinois	Home of Serious Steaks	071602
Illinois	U.S. Prime & Design	89960
Indiana	Ruth's Chris	5010-2706

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Ruth's Chris Steak House, Inc.

Intellectual Property Registrations

U.S., State and International Trademark Registrations

State/Country	Mark	Reg. No.
Indiana	Chris	5010-2705
Indiana	RCSH New Full Logo	5010-2708
Indiana	Home of Serious Steaks	5010-2707
Indiana	U.S. Prime & Design	5010-2704
Kentucky	Chris	11782
Kentucky	Ruth's Chris	11781
Kentucky	RCSH New Full Logo	11783
Kentucky	Home of Serious Steaks	11780
Kentucky	U.S. Prime & Design	11779
Louisiana	Chris	
Louisiana	Ruth's Chris	
Louisiana	RCSH Old Full Logo	
Louisiana	Home of Serious Steaks	
Louisiana	U.S. Prime & Design	
Louisiana	Color Red for Steakhouse	
Maryland	Chris	1992-S3007

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Ruth's Chris Steak House, Inc.

Intellectual Property Registrations

U.S., State and International Trademark Registrations

State/Country	Mark	Reg. No.
Maryland	Ruth's Chris	1992-S3008
Maryland	RCSH New Full Logo	2002-0072
Maryland	U.S. Prime & Design	2002-0073
Maryland	Home of Serious Steaks	2002-0216
Michigan	Chris	M01-499
Michigan	Ruth's Chris	M01-502
Michigan	RCSH New Full Logo	M01-501
Michigan	Home of Serious Steaks	M01-500
Minnesota	Chris	19757
Minnesota	Ruth's Chris	19759
Minnesota	RCSH New Full Logo	32416
Minnesota	Home of Serious Steaks	20114
Minnesota	U.S. Prime & Design	33267
Missouri	Chris	S-9928
Missouri	Ruth's Chris	S-9929
Missouri	RCSH Old Full Logo	S-9930

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Ruth's Chris Steak House, Inc.

Intellectual Property Registrations

U.S., State and International Trademark Registrations

State/Country	Mark	Reg. No.
Missouri	Home of Serious Steaks	S-12171
Missouri	U.S. Prime & Design	S-15960
North Carolina	Chris	T-15230
North Carolina	Ruth's Chris	T-15233
North Carolina	RCSH New Full Logo	T-15229
North Carolina	Home of Serious Steaks	T-15231
North Carolina	U.S. Prime & Design	T-15232
Nevada	Chris	Vol. 23, p. 306
Nevada	Ruth's Chris	Vol 23, p. 308
Nevada	RCSH New Full Logo	Vol 32, p. 665
Nevada	Home of Serious Steaks	Vol. 25 p. 805
Nevada	U.S. Prime & Design	Vol. 32, p. 774
New Jersey	Chris	9296
New Jersey	Ruth's Chris	19706
New Jersey	RCSH New Full Logo	19707
New Jersey	Home of Serious Steaks	10709

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Ruth's Chris Steak House, Inc.

Intellectual Property Registrations

U.S., State and International Trademark Registrations

State/Country	Mark	Reg. No.
New Jersey	U.S. Prime	19708
New York	Chris	S-13886
New York	Ruth's Chris	S-13884
New York	RCSH New Full Logo	S-13887
New York	Home of Serious Steaks	S-13885
New York	U.S. Prime	S-13888
Ohio	Chris	1072390
Ohio	Ruth's Chris	1072088
Ohio	RCSH New Full Logo	1072389
Ohio	Home of Serious Steaks	1064467
Ohio	U.S. Prime & Design	1064466
Oregon	Chris	S33155
Oregon	Ruth's Chris	S33154
Oregon	RCSH New Full Logo	S33158
Oregon	Home of Serious Steaks	S33153
Oregon	U.S. Prime & Design	S33161

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Ruth's Chris Steak House, Inc.

Intellectual Property Registrations

U.S., State and International Trademark Registrations

State/Country	Mark	Reg. No.
Pennsylvania	Chris	9938-294
Pennsylvania	Ruth's Chris	9938-296
Pennsylvania	RCSH New Full Logo	9938-298
Pennsylvania	Home of Serious Steaks	9292-1036
Pennsylvania	U.S. Prime & Design	22021071-19-21
Tennessee	Chris	
Tennessee	Ruth's Chris	
Tennessee	RCSH New Full Logo	
Tennessee	Home of Serious Steaks	
Tennessee	U.S. Prime & Design	
Texas	Chris	50456
Texas	Ruth's Chris	50600
Texas	RCSH New Full Logo	59692
Texas	Home of Serious Steaks	52517
Virginia	Chris	A4299
Virginia	Ruth's Chris	A4301

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Ruth's Chris Steak House, Inc.

Intellectual Property Registrations

U.S., State and International Trademark Registrations

State/Country	Mark	Reg. No.
Virginia	Home of Serious Steaks	A4662
Washington	Chris	18669
Washington	Ruth's Chris	18670
Washington	RCSH New Full Logo	18671
Washington	Home of Serious Steaks	21875
Washington	U.S. Prime & Design	31094
Canada	Home of Serious Steaks	443,056
Canada	RCSH Old Full Logo[7]	444,650
Canada	U.S. Prime Only[8]	444,651
Mexico	Home of Serious Steaks	434,887
Mexico	Ruth's Chris	429,225
Mexico	Chris	429,224

[7] RCSH filed an application in March 2003 to replace this mark with the New Full Logo - RCSH "U.S. Prime".

[8] RCSH filed an application in March 2003 to replace this mark with "U.S. Prime".

TRADEMARK
REEL: 002945 FRAME: 0399

Ruth's Chris Steak House, Inc.

Intellectual Property Registrations

U.S., State and International Trademark Registrations

State/Country	Mark	Reg. No.
Mexico	U.S. Prime & Design	806,539
Mexico	RCSH New Full logo	806,540
Puerto Rico	Ruth's Chris	8051
Puerto Rico	Chris	8052
Puerto Rico	RCSH Old Full Logo[9]	8053
Puerto Rico	Home of Serious Steaks	8054
Puerto Rico	U.S. Prime Only[10]	8055
Hong Kong	Chris	03556 of 2003
Hong Kong	RCSH New Full Logo	03558 of 2003
Hong Kong	RCSH U.S. Prime Experience	B13985 of 2003
Taiwan	Chris	00067747
Taiwan	Ruth's Chris	00067733

[9] See f.n. 7.

[10] See f.n. 8.

TRADEMARK
REEL: 002945 FRAME: 0400

Ruth's Chris Steak House, Inc.

Intellectual Property Registrations

U.S., State and International Trademark Registrations

State/Country	Mark	Reg. No.
Taiwan	U.S. Prime Only[11]	72274
Taiwan	RCSH Old Full Logo[12]	72281

[11] See f.n. 7

[12] RCSH filed an application to replace this mark prior to its expiration with the RCSH New Full Logo.

TRADEMARK
REEL: 002945 FRAME: 0401

Ruth's Chris Steak House, Inc.
Intellectual Property Registrations

U.S. and Foreign Copyright Registrations

Country	Title	Type	Registration Date	Registration No.
U.S.	The Sizzling Reward for the Frequent Flyer	Visual Art	3/21/96	VA 774-023
U.S.	"Ruth's Chris Steak House" Menu (Louisiana)	Literary Work	4/19/84	TX 1-315-302
U.S.	"Ruth's Chris Steak House" Menu (Texas)	Literary Work	4/19/84	TX 1-315-303
U.S.	"Ruth's Chris Steak House" Menu - 1986 (NO686)	Literary Work	11/13/96	TX 4-409-205
U.S.	"Ruth's Chris Steak House" Menu -1995 (PGH495)	Literary Work	11/13/96	TX 4-409-204
U.S.	"Ruth's Chris Steak House" Menu - 2000	Literary Work	11/9/00	TX 5-305-338
U.S.	Steak Picture	Visual Art	7/6/01	VA 1-102-877
U.S.	"Ruth's Chris Steak House" Texas Menu - 2002	Literary Work	8/1/03	TX 5-782-174
Mexico	Steak Picture	Photograph	12/04/03	03-20031119104211600-01

RECORDED: 04/09/2004
TRADEMARK
REEL: 002945 FRAME: 0402