Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LOGAN'S ROADHOUSE, INC.		12/06/2006	CORPORATION: TENNESSEE
LOGAN'S ROADHOUSE OF TEXAS, INC.		12/06/2006	CORPORATION:
LOGAN'S ROADHOUSE OF KANSAS, INC.		12/06/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	WACHOVIA BANK, NATIONAL ASSOCIATION	
Street Address:	301SOUTH COLLEGE STREET	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28288	
Entity Type:	NATIONAL BANKING ASSOCIATION:	

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	78479601	ALWAYS KICKIN'
Serial Number:	78764123	BREWSKI ONIONS
Serial Number:	78864489	
Serial Number:	78642025	LOGAN'S
Serial Number:	78641323	LOGAN'S
Serial Number:	78854005	LOGAN'S ROADHOUSE
Serial Number:	78268703	LOGAN'S ROADHOUSE
Serial Number:	76481400	LOGAN'S ROADHOUSE
Serial Number:	74291119	LOGAN'S ROADHOUSE
Serial Number:	78873418	NATIONAL TAKE BACK LUNCH DAY
Serial Number:	78764119	ONION BREWSKI

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REEL: 003496 FRAME: 0922

Serial Number:	78836930	PEANUT SHOOTER
Serial Number:	78841796	ROADIES
Serial Number:	78873373	TAKE BACK LUNCH
Serial Number:	75343997	THE HOPPIN' LITTLE JOINT DOWN THE ROAD!
Serial Number:	78401171	THE LOGAN
Serial Number:	78642446	THE REAL AMERICAN ROADHOUSE

CORRESPONDENCE DATA

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455
Email: jlik@shearman.com

Correspondent Name: Susan Reiss

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP - IP Docketing

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	33444-161
NAME OF SUBMITTER:	Susan Reiss
Signature:	/SUSAN REISS/
Date:	03/08/2007

Total Attachments: 5

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> TRADEMARK REEL: 003496 FRAME: 0923

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 6, 2006, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Wachovia Bank, National Association ("Wachovia"), as collateral agent (the "Collateral Agenf") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Logan's Roadhouse, Inc. a Tennessee corporation, has entered into a Credit Agreement dated as of December 6, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Wachovia Bank, National Association, as Administrative Agent and Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated December 6, 2006 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby and all renewals in connection therewith (the "Trademarks");
- (ii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

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Intellectual Property Security Agreement

TRADEMARK REEL: 003496 FRAME: 0924 (iii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Notwithstanding anything in this Section 1 to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in any assets to the extent that the grant of such security interest would result in the invalidity, unenforceability, termination or cancellation of any material right of such Grantor thereunder, solely during the period in which the grant of such security interest therein would impair the validity, enforceability or registerability of such asset under applicable law.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents and all obligations under the Secured Hedge Agreements, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the terms and conditions of this IP Security Agreement and the terms and conditions of the Security Agreement, the terms and conditions of the Security Agreement shall control.

SECTION 6. <u>Release of Collateral</u>. The Collateral shall be released as set forth in Section 28 of the Security Agreement.

SECTION 7. <u>Governing Law</u>. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WUNUSS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written

LOGAN'S ROADHOUSE, INC.

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	Name: Title:	Ten Ten Tena	ellere en fice	6 6
Adi	dress fo	r Notices:		
EO(gan's :	ROADHO	DUSE O	F TEXAS,
	Name: Title:		······································	
Add	ress for	Notices:		

LOC		ROADHC	USE OP	Kansas,
	Name:	<u>lon Vo</u> Pos ni	22/ V 088 C	
	litle:	Pragnis	andre sie C	\$0
Addi	ess for	Notices:		

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LOGAN'S ROADHOUSE, INC.

Ву
Name: Title:
Address for Notices:
LOGAN'S ROADHOUSE OF TEXAS, INC.
By Name: Title:
Address for Notices
LOCAN'S ROADHOUSE OF KANSAS, INC.
By Name: Title:
Address for Notices:

NYD00306/1116707

Intellectual Property Security Agreement

Schedule A

Trademarks:

Trademark	Country	Reg. No. / Date	App. No. / Filed	Status	S&S Comments
ALWAYS KICKIN	U.S.	N/A	78/479,601 20040907	Pending	None
BREWSKIONIONS	U.S.	N/A	78/764,123 20051130	Pending	None
Design only	U.S.	N/A	78/864,489 20060419	Pending	None
LOGAN'S	U.S.	N/A	78/642,025 20050602	Pending	None
LOGAN'S	U,S.	N/A	78/641,323 20050601	Pending	None
LOGAN'S ROADHOUSE	U.S.	N/A	78/854,005 20060404	Pending	None
LOGAN'S ROADHOUSE	U.S.	2,934,163 20050315	78/268,703 20030630	Registered	None
LOGAN'S ROADHOUSE	U.S.	2,797,192 20031223	76/481,400 20030110	Registered	None
LOGAN'S ROADHOUSE	U.S.	1,874,314 19950117	74/291,119 19920701	Registered	None
NATIONAL TAKE BACK LUNCH DAY	U.S.	N/A	78/873,418 20060501	Pending -	None
ONION BREWSKI	U.S.	N/A	78/764,119 20050926	Pending	None
PEANUT SHOOTER	U.S.	N/A	78/836,930 20060314	Pending	None
ROADIES	U.S.	N/A	78/841,796 20060320	Pending	None
TAKE BACK LUNCH	U.S.	N/A	78/873,373 20060501	Pending -	None
THE HOPPIN' LITTLE JOINT DOWN THE ROAD!	U.S.	2,208,585 19981208	75/343,997 19970820	Registered	None
THE LOGAN	U.S.	3,077,914 20060404	78/401,171 20040413	Registered	None
THE REAL AMERICAN ROADHOUSE	U.S.	3.146,919 20060919	78/642,446 20050602	Registered	None

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RECORDED: 03/09/2007

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