

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation of Grant of First Lien Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Logan's Roadhouse, Inc.		10/04/2010	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	1874314	LOGAN'S ROADHOUSE
Registration Number:	2797192	LOGAN'S ROADHOUSE
Registration Number:	2934163	LOGAN'S ROADHOUSE
Registration Number:	3077914	THE LOGAN
Registration Number:	3146919	THE REAL AMERICAN ROADHOUSE
Registration Number:	3202110	LOGAN'S ROADHOUSE
Registration Number:	3239245	PEANUT SHOOTER
Registration Number:	3257854	BREWSKI ONIONS
Registration Number:	3260238	ONION BREWSKI
Registration Number:	3326246	LOGAN'S
Registration Number:	3332537	TAKE BACK LUNCH
Registration Number:	3352178	
Registration Number:	3368781	REAL CHOICES. REAL VALUE.
Registration Number:	3369044	

OP \$465.00 1874314

Registration Number:	3419984	LOGAN'S
Registration Number:	3512567	ROADIES
Registration Number:	3705795	ROADIE
Registration Number:	3759425	NATIONAL TAKE BACK LUNCH DAY

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1544

NAME OF SUBMITTER: Mindy M. Lok

Signature: /m/

Date: 10/15/2010

Total Attachments: 8  
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NOTICE AND CONFIRMATION OF GRANT OF  
FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of October 4, 2010 is made by Logan's Roadhouse, Inc., a Tennessee corporation (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as October 4, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, the Agent, and Credit Suisse AG as Co-Documentation Agent and Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of October 4, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation and Grant of Security Interest. The Borrower hereby confirms and grants a security interest in all of the Borrower's Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral") to the Agent for the benefit of the Secured Parties to secure payment and performance when due of the Borrower's Obligations. Such security interest is granted in connection with, and not separately

from, the Guarantee and Collateral Agreement, and is expressly subject to the terms and conditions thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of the security interest with the United States Patent and Trademark Office. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral confirmed and granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LOGAN'S ROADHOUSE, INC.

By: George T. Vogel  
Name: George T. Vogel  
Title: President & CEO  
Date:

*First Lien Trademark Security Agreement*

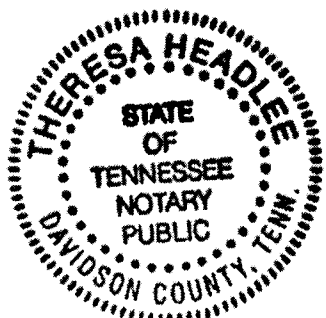
**TRADEMARK**  
**REEL: 004297 FRAME: 0278**

ACKNOWLEDGMENT OF BORROWER

STATE OF *Tennessee* ) ss

COUNTY OF *Davidson*

On the *2nd* day of *October* 20 *12* before me personally came *Heather J. Vogel*, who is personally known to me to be the *President & CEO* of Logan's Roadhouse, Inc., a Tennessee corporation; who, being duly sworn, did depose and say that she/he is the *President & CEO* of Logan's Roadhouse, Inc. described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Logan's Roadhouse, Inc.



My Commission Expires **SEPT. 8, 2013**

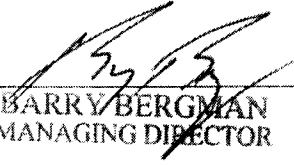
*Theresa Headlee*  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

*First Lien Trademark Security Agreement*

**TRADEMARK  
REEL: 004297 FRAME: 0279**

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By:   
Name: ~~BARRY BERGMAN~~  
Title: ~~MANAGING DIRECTOR~~  
Date:

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York )  
 ) ss  
COUNTY OF New York )

On the 1<sup>st</sup> day of October, 2010, before me personally came Barry K. Bergman, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Managing Director of JPMorgan Chase Bank, N.A. described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

MARGARITA TORRES  
Notary Public, State of New York  
Qualified in Bronx County  
No. 01TO0041062  
My Commission Expires May 1, 2014

Margarita Torres  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A****U.S. Trademark Registrations and Applications**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
LOGAN'S ROADHOUSE	1874314	1/17/95
LOGAN'S ROADHOUSE (AND DESIGN)	2797192	12/23/03
LOGAN'S ROADHOUSE (AND DESIGN)	2934163	3/15/05
THE LOGAN	3077914	4/4/06
THE REAL AMERICAN ROADHOUSE	3146919	9/19/06
LOGAN'S ROADHOUSE (AND DESIGN)	3202110	1/23/07
PEANUT SHOOTER	3239245	5/8/07
BREWSKI ONIONS	3257854	07/03/07
ONION BREWSKI	3260238	7/10/07
LOGAN'S	3326246	10/30/07
TAKE BACK LUNCH	3332537	11/6/07
MISCELLANEOUS DESIGN (Bucket Line Drawing)	3352178	12/11/07
REAL CHOICES, REAL VALUE.	3368781	1/15/08

MICELLANEOUS DESIGN (Peanut Drawing)	3369044	1/15/08
LOGAN'S (STYLIZED)	3419984	04/29/08
ROADIES	3512567	10/7/08
ROADIE	3705795	11/3/09
NATIONAL TAKE BACK LUNCH DAY	3759425	3/9/10