

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Second 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

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	707 Wilshire Blvd., 17th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	National 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

900175643

**TRADEMARK
 REEL: 004309 FRAME: 0706**

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:	509335/1609
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	11/03/2010

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

This NOTICE AND CONFIRMATION OF GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of October 4, 2010, is made by Logan's Roadhouse, Inc., a Tennessee corporation (the "Grantor"), in favor of Wells Fargo Bank, National Association, a national banking association, as Collateral Agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement, dated as of October 4, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Roadhouse Financing Inc. ("Finance Co"), Roadhouse Merger Inc. ("Merger Co") and the Collateral Agent).

W I T N E S S E T H:

WHEREAS, Finance Co, Merger Co, Wells Fargo Bank, National Association, as trustee (in such capacity, the "Trustee") and the Collateral Agent have entered into an Indenture, dated as of October 4, 2010 (as amended, supplemented or otherwise modified, the "Indenture"), providing for the issuance of the 10.75% Senior Secured Notes due 2017 ("Notes") of Finance Co;

WHEREAS, in connection with the Indenture, Finance Co and Merger Co have executed and delivered a Security Agreement, dated as of October 4, 2010, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement (as amended by the Joinder to the Security Agreement referred to below), the Grantor granted to the Collateral Agent, for the ratable benefit of Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks;

WHEREAS, in connection with the Merger (as described in the Purchase Agreement, dated as of September 27, 2010 among Finance Co, Merger Co and the initial purchasers named therein) the Grantor entered into a Supplemental Indenture, dated as of October 4, 2010, by and among the Grantor, LRI Holdings, Inc. ("Holdings"), Logan's Roadhouse of Kansas, Inc. ("Logan's Kansas"), Logan's Roadhouse of Texas, Inc. ("Logan's Texas"), the Trustee and the Collateral Agent (the "Supplemental Indenture") and the Joinder to the Security Agreement, dated as of October 4, 2010 (the "Joinder to the Security Agreement"), by and among the Grantor, Holdings, Logan's Kansas and Logan's Texas, whereby the Grantor assumed all rights and obligations of Finance Co. under the Indenture and the Security Agreement, as applicable; and

WHEREAS, the Grantor 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 Holders to purchase the Notes, and to secure to Secured Obligations, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties 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 Indenture and the Security Agreement.

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

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

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral confirmed and granted hereby are more fully set forth in the Indenture and the Security 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 Security Agreement, the terms of the Security 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. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

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:

Second Lien Trademark Security Agreement

TRADEMARK
REEL: 004309 FRAME: 0710

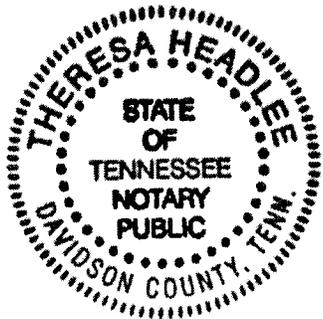
WELLS FARGO BANK, NATIONAL
ASSOCIATION
as Collateral Agent

By: STEFAN VICTORY
Name: STEFAN VICTORY
Title: VICE PRESIDENT
Date:

ACKNOWLEDGMENT OF BORROWER

STATE OF Tennessee)
) ss
COUNTY OF Davidson

On the 2nd day of October, 2010 before me personally came Gregory 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)

Second Lien Trademark Security Agreement

SCHEDULE A

U.S. Trademark Registrations and Applications

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
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