

TRADEMARK ASSIGNMENT

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
DLR Licensing, LLC		03/11/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Triangle Capital Corporation		
Street Address:	3700 Glenwood Avenue		
Internal Address:	Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1629585	DICK'S LAST RESORT	
Registration Number:	1412694	DICK'S LAST RESORT YOU CAN'T KILL A MAN BORN TO HANG!	
CORRESPONDENCE DATA			
Fax Number:	(919)821-6800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	919-821-6734		
Email:	bfricks@smithlaw.com		
Correspondent Name:	Blake Simpson Fricks		
Address Line 1:	PO Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
NAME OF SUBMITTER:	Blake Simpson Fricks		
Signature:	/Blake Simpson Fricks/		

OP \$65.00 1629585

900186397

**TRADEMARK
 REEL: 004498 FRAME: 0256**

Date:

03/15/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of the 11th day of March, 2011, by DLR Licensing, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of Triangle Capital Corporation, a Maryland corporation, in its capacity as collateral agent pursuant to the Security Agreement (defined below), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “**Collateral Agent**”).

WHEREAS, the Grantor has, pursuant to that certain Security Agreement dated as of the date hereof (as supplemented from time to time, the “**Security Agreement**”; capitalized terms used but not defined herein having the meaning assigned to such term in the Security Agreement), granted to the Collateral Agent for the benefit of the Holders from time to time party to the Note Purchase Agreement referred to herein a security interest in and to all of the right, title and interest of such Grantor, in, to and under the Collateral, including with respect thereto, the Trademarks, as collateral security for the payment and performance of the Secured Obligations in full when due; and

WHEREAS, the Grantor and the Collateral Agent wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal Trademarks identified in Schedule A, attached hereto and incorporated herein by this reference, and the goodwill attendant thereto and all other rights appurtenant thereto, including but not limited to all causes of action for infringement thereof and all products and proceeds thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Collateral Agent a security interest in and lien on all of its right, title and interest in the Trademarks identified in Schedule A, as collateral security for the payment and performance of the Secured Obligations in full when due.

[Signature page follows]

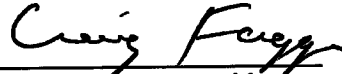
IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement as of the date first written above.

DLR LICENSING, LLC

By: **DLR Restaurants, LLC**
a Delaware limited liability company,
its sole Member

By: **DLR INVESTORS, LP**
a Delaware limited partnership,
as Managing Member

By: **TPCP INVESTMENTS XXII, LLC**, a Delaware limited liability company, as Managing Member

By: 
Craig J. Faggen, President

[Signature Page to Trademark Security Agreement]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

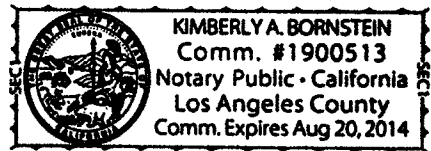
On March 11, 2011 before me, Kimberly A. Bornstein, Notary of Public,
(Here insert name and title of the officer)

personally appeared Craig Faggen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal
Kimberly A. Bornstein
Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Security Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date 3-11-2011

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____


INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Acknowledged and Agreed:

TRIANGLE CAPITAL CORPORATION


By: 
Name: James J. Burke
Title: Vice President

SCHEDULE A

to

TRADEMARK SECURITY AGREEMENT

United States Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	DESCRIPTION
DLR Licensing, LLC	1,629,585	December 25, 1990	DICK'S LAST RESORT
DLR Licensing, LLC	1,412,694	October 7, 1986	 [DICK'S LAST RESORT YOU CAN'T KILL A MAN BORN TO HANG!]

United States Applications:

None.