

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morton's of Chicago, Inc.		02/01/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2318090	THE LEGEND THE STEAKHOUSE	
Registration Number:	2915741	ARNIE MORTON'S	
Registration Number:	2915742	ARNIE MORTON'S	
Registration Number:	2915743	ARNIE MORTON'S THE STEAKHOUSE	
Registration Number:	3109686	SAVOR THE GOOD LIFE	
Registration Number:	2302701	LEGENDS ARE LARGER THAN LIFE	
Registration Number:	1505273	MORTON'S	
Registration Number:	1647093	MORTON'S OF CHICAGO	
Registration Number:	1647095	MORTON'S OF CHICAGO	
Registration Number:	1738748	MORTON'S OF CHICAGO THE STEAKHOUSE	
Registration Number:	1829038	ARNIE MORTON'S OF CHICAGO THE STEAKHOUSE	
Registration Number:	1829037	ARNIE MORTON'S OF CHICAGO	
Registration Number:	1832491	ARNIE MORTON'S OF CHICAGO THE STEAKHOUSE	
Registration Number:	3077892	THE BEST STEAK ANYWHERE!	

CH \$590.00 2318090

Registration Number:	3556365	MORTON'S
Registration Number:	3158737	BAR 12 21
Registration Number:	3270974	MORTON'S LEGENDARY HOT CHOCOLATE CAKE
Registration Number:	3388035	M
Registration Number:	3511063	MORTON'S MORTINIS
Registration Number:	2925648	MORTON'S THE STEAKHOUSE
Registration Number:	3899017	M PRIME EVENTS AT MORTON'S
Serial Number:	77511104	MORTON'S THE STEAKHOUSE
Serial Number:	77837983	MORTON'S THE STEAKHOUSE AT HOME

CORRESPONDENCE DATA

Fax Number: (650)213-8158

Phone: 6502130300

Email: cishihara@whitecase.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	1155735-0021
NAME OF SUBMITTER:	Christina Ishihara
Signature:	/Christina Ishihara/
Date:	02/01/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 1, 2012 is entered into by Morton's of Chicago, Inc., an Illinois corporation, (the "Grantor") with principal offices at 325 N. LaSalle Street, Suite 500, Chicago, IL 60654, and certain of its affiliates (collectively, the "Grantors") and Jefferies Finance LLC, as Collateral Agent for the Secured Parties (the "Secured Party"), with principal offices at 520 Madison Avenue, New York, NY 10022.

Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated as of February 1, 2012, among Fertitta Morton's Restaurants, Inc., a Delaware corporation, Fertitta Morton's Holdings, Inc., a Delaware corporation, the other Grantors party thereto and the Secured Party (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Party in certain Trademarks and associated goodwill whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, including all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. 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 control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

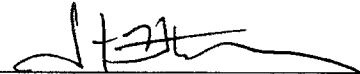
(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument.

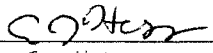
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IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

MORTON'S OF CHICAGO, INC.,
as Grantor

By: 
Name: Steven L. Scheinthal
Title: Vice President and Secretary

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: 
Name: E.J. Hess
Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	Reg No.	Reg. Date
THE LEGEND. THE STEAKHOUSE	2318090	February 15, 2000
ARNIE MORTON'S and Design	2915741	January 4, 2005
ARNIE MORTON'S	2915742	January 4, 2005
ARNIE MORTON'S THE STEAKHOUSE	2915743	January 4, 2005
SAVOR THE GOOD LIFE	3109686	June 27, 2006
LEGENDS ARE LARGER THAN LIFE	2302701	December 21, 1999
MORTON'S and Design	1505273	September 20, 1988
MORTON'S OF CHICAGO	1647093	June 4, 1991
MORTON'S OF CHICAGO and Design	1647095	June 4, 1991
MORTON'S OF CHICAGO THE STEAK HOUSE and Design	1738748	December 8, 1992
ARNIE MORTON'S OF CHICAGO THE STEAKHOUSE	1829038	March 29, 1994
ARNIE MORTON'S OF CHICAGO	1829037	March 29, 1994
ARNIE MORTON'S OF CHICAGO THE STEAK HOUSE and Design	1832491	April 19, 1994
THE BEST STEAK ANYWHERE	3077892	April 4, 2006
MORTON'S	3556365	January 6, 2009
BAR 12 21	3158737	October 17, 2006
MORTON'S LEGENDARY HOT CHOCOLATE CAKE	3270974	July 31, 2007
M and Olive Logo	3388035	February 26, 2008
MORTON'S MORTINIS	3511063	October 7, 2008
MORTON'S THE STEAKHOUSE	2925648	February 8, 2005
M PRIME EVENTS AT MORTON'S and Design	3899017	January 4, 2011

II. U.S. TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date
MORTON'S THE STEAKHOUSE	77/511104	June 30, 2008
MORTON'S THE STEAKHOUSE AT HOME	77/837983	September 30, 2009