

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.		04/24/2012	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: 26			
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 \$665.00 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
Serial Number:	85580883	SHE
Serial Number:	85580868	SHE BY MORTON'S
Serial Number:	85580717	SHE

CORRESPONDENCE DATA

Fax Number: 6502138158

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

Phone: 6502130300

Email: cishihara@whitecase.com

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:	1155735-0025
NAME OF SUBMITTER:	Christina Ishihara
Signature:	/Christina Ishihara/
Date:	04/24/2012

Total Attachments: 8

source=Landry_s Trademark Security Agreement - Morton_s of Chicago, Inc. (Fully Executed)#page1.tif
source=Landry_s Trademark Security Agreement - Morton_s of Chicago, Inc. (Fully Executed)#page2.tif
source=Landry_s Trademark Security Agreement - Morton_s of Chicago, Inc. (Fully Executed)#page3.tif
source=Landry_s Trademark Security Agreement - Morton_s of Chicago, Inc. (Fully Executed)#page4.tif
source=Landry_s Trademark Security Agreement - Morton_s of Chicago, Inc. (Fully Executed)#page5.tif
source=Landry_s Trademark Security Agreement - Morton_s of Chicago, Inc. (Fully Executed)#page6.tif
source=Landry_s Trademark Security Agreement - Morton_s of Chicago, Inc. (Fully Executed)#page7.tif
source=Landry_s Trademark Security Agreement - Morton_s of Chicago, Inc. (Fully Executed)#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 24th day of April, 2012, by **MORTON’S OF CHICAGO, INC.** (“Grantor”), an Illinois corporation, with principal offices at 1510 West Loop South, Houston, Texas 77027, and **JEFFERIES FINANCE LLC** (“Jefferies Finance”), a Delaware limited liability company, with principal offices at 520 Madison Avenue, New York, NY 10022, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 24, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), among **FERTITTA GROUP, INC.**, a Delaware corporation (“Parent”), **LANDRY’S, INC.**, a Delaware corporation (“Borrower”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), Jefferies Finance, Deutsche Bank Securities Inc., and Citigroup Global Markets Inc., as joint bookrunners, Jefferies Finance, Deutsche Bank Securities Inc., Citigroup Global Markets Inc., Coöperatieve Centrale Raiffeisen - Boerenleenbank B.A., “Rabobank Nederland”, New York Branch, and Fifth Third Bank, as joint lead arrangers, Agent and the other parties thereto, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of April 24, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as

the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses (to the extent such Trademark Intellectual Property Licenses do not constitute Excluded Collateral) to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License (to the extent such Trademark Intellectual Property Licenses do not constitute Excluded Collateral); and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or trademark registrations or applications for such registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record

8. GOVERNING LAW.

(a) THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(c) AND UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY CHOICE OF LAW PRINCIPLES THAT REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, BOROUGH OF MANHATTAN, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY GRANTOR, ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH GRANTOR, COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8(b).

(c) THE VALIDITY OF SECTION 2 OF THIS AGREEMENT, SOLELY WITH RESPECT TO THE GRANT OF A CONTINUING SECURITY INTEREST IN PERMITS OR LICENSES THAT ARE SUBJECT TO REGULATION BY OR CONSENT OF ANY GOVERNMENTAL AUTHORITY (INCLUDING LIQUOR LICENSES AND FRANCHISES), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT THEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

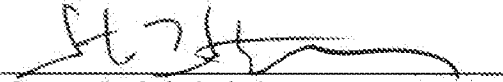
(d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY

CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

MORTON'S OF CHICAGO, INC., as the Grantor

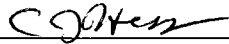
By: 
Name: Steven L. Scheinthal
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

JEFFERIES FINANCE LLC

By: 

Name: E. Joseph Hess

Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004763 FRAME: 0767

SCHEDULE I
to
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
SHE	85/580883	March 27, 2012
SHE BY MORTON'S	85/580868	March 27, 2012
SHE	85/580717	March 27, 2012