

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
Fogo de Chao (Holdings) Inc.		07/20/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2968381	FOGO
Registration Number:	2204339	FOGO DE CHAO
Registration Number:	2170468	FOGO DE CHAO
Registration Number:	2204333	FOGO DE CHAO
Registration Number:	2170469	FOGO DE CHAO
Registration Number:	2563002	
Registration Number:	2905466	
Registration Number:	2534254	THE GAUCHO WAY OF PREPARING MEAT

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-7976
 Email: ksolomon@stblaw.com
 Correspondent Name: Mindy M. Lok, Esq.

CH \$215.00 2968381

Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1680

NAME OF SUBMITTER: Mindy M. Lok

Signature: /mml/

Date: 08/13/2012

Total Attachments: 9
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**GRANT OF SECURITY INTEREST
IN TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Fogo de Chão (Holdings) Inc., a Delaware corporation (the “Grantor”), with principal offices at 14881 Quorum Drive, Suite 750, Dallas, Texas 75254, on this 20th day of July, 2012, hereby assigns and grants to JPMORGAN CHASE BANK, N.A., a national banking association with an address at P.O. Box 2558, Houston, Texas 77252, as Administrative Agent (the “Grantee”), a security interest in all of the Grantor’s right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the “Marks”) set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, and the goodwill of the businesses with which the Marks are associated; in each case together with all Proceeds (as such term is defined in the Guaranty and Security Agreement referred to below) of the Marks, and all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this “Grant”), is made to secure the satisfactory performance and payment of all the “Secured Obligations” of the Grantor, as such term is defined in the Guaranty and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of July 20, 2012 (as the same may be amended, restated, modified and/or supplemented from time to time, the “Guaranty and Security Agreement”).

THE SECURITY INTEREST IN THE MARKS BEING GRANTED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE GRANTOR’S OBLIGATIONS TO GRANTEE UNDER THE GUARANTY AND SECURITY AGREEMENT.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guaranty and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. This Grant may be executed in counterparts. To the extent applicable, the parties hereto authorize and request that the Commissioner of Patents and Trademarks of the United States record this security interest in the Marks.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

FOGO DE CHÃO (HOLDINGS) INC., as Grantor

By: Lawrence J. Johnson
Name: Lawrence J. Johnson
Title: President

[Signature page to Fogo First Lien Trademark Security Agreement]

TRADEMARK
REEL: 004841 FRAME: 0299

JPMORGAN CHASE BANK, N.A.
as Administrative Agent and as Grantee

By: 
Name: Tony Yung
Title: Executive Director

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 004841 FRAME: 0300

SCHEDULE A

United States Trademark Registrations and Applications

Owner	Trademark	App. No.	Reg.No.	Reg.Date	Class	Status
Fogo de Chão (Holdings) Inc. (as successor by merger to Fogo de Chão Churrascaria (Holdings) LLC)	FOGO	78245834	2968381	12-Jul-2005	43	Registered
Fogo de Chão (Holdings) Inc. (as successor by merger to Fogo de Chão Churrascaria (Holdings) LLC)	FOGO DE CHAO & Design	75179248	2204339	17-Nov-1998	25	Registered
Fogo de Chão (Holdings) Inc. (as successor by merger to Fogo de Chão Churrascaria (Holdings) LLC)	FOGO DE CHAO & Design	75977083	2170468	30-Jun-1998	42	Registered
Fogo de Chão (Holdings) Inc. (as successor by merger to Fogo de Chão Churrascaria (Holdings) LLC)	FOGO DE CHAO (Stylized)	75169029	2204333	17-Nov-1998	25	Registered
Fogo de Chão (Holdings) Inc. (as successor by merger to Fogo de Chão Churrascaria (Holdings) LLC)	FOGO DE CHAO (Stylized)	75977084	2170469	30-Jun-1998	42	Registered

Owner	Trademark	App. No.	Reg.No.	Reg.Date	Class	Status
Fogo de Chão (Holdings) Inc. (as successor by merger to Fogo de Chão Churrascaria (Holdings) LLC)	Miscellaneous Design - Building Facade	76026274	2563002	23-Apr-2002	42	Registered
Fogo de Chão (Holdings) Inc. (as successor by merger to Fogo de Chão Churrascaria (Holdings) LLC)	Miscellaneous Design - Skewers and Campfire	76284862	2905466	30-Nov-2004	42	Registered
Fogo de Chão (Holdings) Inc. (as successor by merger to Fogo de Chão Churrascaria (Holdings) LLC)	THE GAUCHO WAY OF PREPARING MEAT	76284863	2534254	29-Jan-2002	42	Registered

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"FOGO DE CHAO CHURRASCARIA (HOLDINGS) LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "FOGO DE CHAO (HOLDINGS) INC." UNDER THE NAME OF "FOGO DE CHAO (HOLDINGS) INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF JULY, A.D. 2012, AT 11:14 O'CLOCK A.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

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You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9723375

DATE: 07-20-12

TRADEMARK
REEL: 004841 FRAME: 0303

**CERTIFICATE OF MERGER
OF
FOGO DE CHÃO CHURRASCARIA (HOLDINGS) LLC
WITH AND INTO
FOGO DE CHÃO (HOLDINGS) INC.**

July 20, 2012

Fogo de Chão (Holdings) Inc., a corporation duly organized and existing under the laws of the State of Delaware ("New Holdings"), desiring to merge Fogo de Chão Churrascaria (Holdings) LLC, a Delaware limited liability company ("Fogo de Chão"), with and into New Holdings (the "Merger"), pursuant to Section 264 of the Delaware General Corporation Law ("DGCL") and Section 18-209 of the Delaware Limited Liability Company Act ("LLC Act"), hereby certifies as follows:

FIRST: The name and state of domicile each of New Holdings and Fogo de Chão, which are to merge, are as follows:

<u>Name</u>	<u>State of Formation</u>
Fogo de Chão (Holdings) Inc.	Delaware
Fogo de Chão Churrascaria (Holdings) LLC	Delaware

SECOND: The Agreement and Plan of Merger, dated as of July 20, 2012, by and between New Holdings and Fogo de Chão, setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by the surviving corporation, New Holdings, in accordance with Section 264 of the DGCL (and by written consent of their respective stockholders in accordance with Section 228 of the DGCL) and the merging limited liability company, Fogo de Chão, in accordance with Section 18-209 of the LLC Act.

THIRD: New Holdings will continue as the corporation surviving the Merger (the "Surviving Corporation") and the name of the Surviving Corporation shall be Fogo de Chão (Holdings) Inc., upon the effectiveness of the Merger in accordance with Section 251 of the DGCL and Section 103 of the DGCL (the "Effective Time").

FOURTH: At the Effective Time, the certificate of incorporation and bylaws of the Surviving Corporation shall be the certificate of incorporation and Bylaws of New Holdings as in effect immediately prior to the Effective Time of the Merger, until thereafter amended as provided therein and under the DGCL.

FIFTH: An executed copy of the Agreement and Plan of Merger is on file at the offices of the Surviving Corporation at c/o Fogo de Chão Churrascaria (Holdings) LLC, 14881 Quorum Drive, Suite 750, Dallas, TX 75254, and a copy thereof

will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of New Holdings and any member of Fogo de Chão.

SIXTH: This certificate of merger, and the Merger, shall become effective immediately upon the filing of this certificate of merger with the Secretary of State of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, this certificate of merger is hereby executed as of
the date first written above.

FOGO DE CHÃO (HOLDINGS) INC.

By: Lawrence J. Johnson
Name: Lawrence Johnson
Title: President

[SIGNATURE PAGE TO CERTIFICATE OF MERGER]