

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 RESTAURANTS, LLC		04/18/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Medley Capital Corporation
Street Address:	375 Park Avenue
Internal Address:	33rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 17

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
Registration Number:	4268004	EAT DRINK LAUGH
Serial Number:	85620665	FUN FOR ALL... ALL IN FUN
Registration Number:	4268002	THE JOINT YER MAMA WARNED YOU ABOUT
Serial Number:	85684144	THE ROWDY O' THE RIVER
Serial Number:	85684092	THE SHAME O' BALTIMORE
Serial Number:	85684134	THE SHAME O' BAREFOOT LANDING
Serial Number:	85684101	THE SHAME O' BOSTON
Serial Number:	85684105	THE SHAME O' CHICAGO
Serial Number:	85684118	THE SHAME O' DALLAS
Serial Number:	85684148	THE SHAME O' GASLAMP QUARTER
Serial Number:	85684135	THE SHAME O' MUSIC CITY

CH \$440.00 1629585

Serial Number:	85684137	THE SHAME O' PANAMA CITY BEACH
Serial Number:	85684121	THE SHAME O' THE SMOKIES
Serial Number:	85684125	THE SHAME O' THE STRIP
Serial Number:	85684128	THE SHAME O' THE TWIN CITIES

CORRESPONDENCE DATA

Fax Number:

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

Phone: (212) 556-2100
 Email: clein@kslaw.com
 Correspondent Name: King & Spalding LLP
 Address Line 1: 1185 Avenue of the Americas
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	18578-009056
NAME OF SUBMITTER:	Chelsea Lein
Signature:	/Chelsea Lein/
Date:	04/23/2013

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 18, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, if more than one, the "**Grantors**"), to and in favor of MEDLEY CAPITAL CORPORATION, a New York corporation ("**Medley**"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**") for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, DLR RESTAURANTS, LLC, a Delaware limited liability company (the "**Borrower**"), and the Subsidiaries of Borrower that are or become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**"), Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**") and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the "**Agents**" and each an "**Agent**"), have entered into a Credit Agreement, dated as of April 16, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**");

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

DLR RESTAURANTS, LLC
a Delaware limited liability company,

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

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

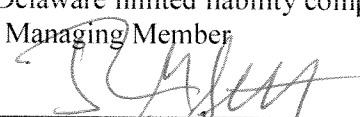
By: 
Thomas M. Scott, Executive Vice President

DICK'S LAST RESORT OF BALTIMORE, LLC
a Delaware limited liability company

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: 
Thomas M. Scott, Executive Vice President

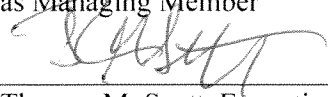
[Signature Page 1 to Trademark Security Agreement]

DICK'S LAST RESORT OF BOSTON, LLC
a Texas limited liability company

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: 

Thomas M. Scott, Executive Vice President

DICK'S LAST RESORT OF INDY, LLC
a Delaware limited liability company

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: 

Thomas M. Scott, Executive Vice President

[Signature Page 2 to Trademark Security Agreement]

DICK'S LAST RESORT OF GATLINBURG, LLC
a Delaware limited liability company

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: 
Thomas M. Scott, Executive Vice President

DICK'S LAST RESORT OF MINNEAPOLIS, LLC
a Delaware limited liability company

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: 
Thomas M. Scott, Executive Vice President

[Signature Page 3 to Trademark Security Agreement]

DICK'S LAST RESORT OF MYRTLE BEACH, LLC
a Texas limited liability company

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: 
Thomas M. Scott, Executive Vice President

DICK'S LAST RESORT OF NASHVILLE, LLC
a Delaware limited liability company

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: 
Thomas M. Scott, Executive Vice President

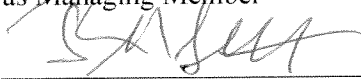
[Signature Page 4 to Trademark Security Agreement]

DICK'S LAST RESORT OF PANAMA CITY, LLC
a Delaware limited liability company

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: 
Thomas M. Scott, Executive Vice President

DICK'S LAST RESORT OF SAN DIEGO, LLC
a Texas limited liability company

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: 
Thomas M. Scott, Executive Vice President

[Signature Page 5 to Trademark Security Agreement]

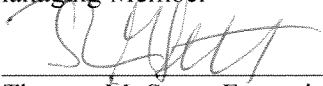
DICK'S LAST RESORT OF TEXAS, LLC
a Texas limited liability company

By: DLR OF TEXAS, LLC
a Delaware limited liability company
its sole member

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: 
Thomas M. Scott, Executive Vice President

DLR MANAGEMENT, LLC
a Delaware limited liability company

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: 
Thomas M. Scott, Executive Vice President


[Signature Page 6 to Trademark Security Agreement]

DLR LICENSING, LLC
a Delaware limited liability company

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: 
Thomas M. Scott, Executive Vice President

DLR OF TEXAS, LLC
a Delaware limited liability company

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: 
Thomas M. Scott, Executive Vice President

[Signature Page 7 to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Registration Number</u>	<u>Serial Number</u>
DICK'S LAST RESORT	1629585	74012713
DICK'S LAST RESORT YOU CAN'T KILL A MAN BORN TO HANG! (& Design)	1412694	73574615
EAT DRINK LAUGH	4268004	
FUN FOR ALL...ALL IN FUN	App: 85/620665	
THE JOINT YER MAMA WARNED YOU ABOUT	4268002	85620660
THE ROWDY O' THE RIVER	App: 85/684144	
THE SHAME O' BALTIMORE	App: 85/684092	
THE SHAME O' BAREFOOT LANDING	App: 85/684134	
THE SHAME O' BOSTON	App: 85/684101	
THE SHAME O' CHICAGO	App: 85/684105	
THE SHAME O' DALLAS	App: 85/684118	
THE SHAME O' GASLAMP QUARTER	App: 85/684148	
THE SHAME O' MUSIC CITY	App: 85/684135	
THE SHAME O' PANAMA CITY BEACH	App: 85/684137	
THE SHAME O' THE SMOKIES	App: 85/684121	
THE SHAME O' THE STRIP	App: 85/684125	
THE SHAME O' THE TWIN CITIES	App: 85/684128	