

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAZY DOG RESTAURANTS, LLC		08/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	1700 Lincoln Street		
Internal Address:	3rd Floor, MAC C7300-033		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203-4500		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2892767	THE LAZY DOG CAFE	
Registration Number:	2888554	LAZY DOG CAFE	
Registration Number:	2885925	THE LAZY DOG CAFE	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6173417729		
Email:	kschmidt@morganlewis.com		
Correspondent Name:	Katarzyna Schmidt		
Address Line 1:	225 Franklin Street, 16th Floor		
Address Line 2:	c/o Morgan Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Katarzyna Schmidt		
SIGNATURE:	/Katarzyna Schmidt/		
DATE SIGNED:	08/07/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of August 7, 2014, is made by and between **LAZY DOG RESTAURANTS, LLC**, a Delaware limited liability company (the "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, the "Administrative Agent").

WHEREAS, the Grantor and the Administrative Agent are parties to that certain Security Agreement dated as of August 7, 2014, by and among the Grantor, LDR Holdings, LLC, a Delaware limited liability company, the Administrative Agent and the other persons party thereto from time to time (as amended, amended and restated, restated, supplemented, modified or otherwise in effect from time to time, the "Security Agreement").

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment, performance and observance, as applicable, in full of the Secured Obligations, the Grantor did, and hereby does, pledge and grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a Lien on and security interest in all right, title and interest in or to any and all of the following Collateral of such Grantor (collectively, the "Trademark Collateral"):

- (a) all Trademarks of the Grantor, including those listed on Schedule A attached 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
- (j) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each of the parties hereto hereby acknowledges and affirms that the rights and remedies of the Administrative 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. In the event that any provision of this Agreement is deemed to conflict

with the Security Agreement, the provisions of the Security Agreement shall control.


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 Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the 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.

LAZY DOG RESTAURANTS, LLC

By: 
Name: Chris Simms
Title: Chief Executive Officer

[Lazy Dog -- Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005339 FRAME: 0101

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Darcy McLaren
Title: Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	MARK	REG. NO.	REG. DATE
Lazy Dog Restaurants, LLC	THE LAZY DOG CAFÉ	2,892,767	October 12, 2004
Lazy Dog Restaurants, LLC	LAZY DOG CAFÉ	2,888,554	September 28, 2004
Lazy Dog Restaurants, LLC	LAZY DOG CAFÉ (Logo)	2,885,925	September 21, 2004