

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363450

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amaended and Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cheddar's Casual Cafe, Inc.		09/30/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	900 W. Trade Street		
<b>Internal Address:</b>	NC1-026-06-03		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3638663	CHEDDAR'S CASUAL CAFE	
<b>Registration Number:</b>	4584379	CHEDDAR'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
<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>			
<b>Phone:</b>	7043432104		
<b>Email:</b>	twitcher@mcguirewoods.com		
<b>Correspondent Name:</b>	Terry L. Witcher, Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>Address Line 2:</b>	201 N. Tryon Street, Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	4452178-3588		
<b>NAME OF SUBMITTER:</b>	Terry L. Witcher, Paralegal		
<b>SIGNATURE:</b>	/s/ Terry L. Witcher		
<b>DATE SIGNED:</b>	11/23/2015		
<b>Total Attachments: 5</b>			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Agreement") dated as of September 30, 2015, by and among CHEDDAR'S CASUAL CAFÉ, INC. (the "Borrower"), CHEDDAR'S RESTAURANT HOLDING CORP., a Delaware corporation ("Holdings"), EACH SUBSIDIARY OF HOLDINGS PARTY HERETO (together with the Borrower, collectively, the "Grantors" and each, a "Grantor"), and BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent"), for the ratable benefit of the Secured Parties, is entered into in connection with (i) that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, Holdings, the Lenders from time to time party thereto, the L/C Issuers and the Administrative Agent, and (ii) that certain Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Borrower, Holdings, the other Loan Parties party thereto and the Administrative Agent. Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Security Agreement.

The Borrower, Holdings, certain of the Lenders (the "Existing Lenders") and Bank of America, N.A., as administrative agent, entered into that certain Credit Agreement dated as of August 25, 2006 (the "Existing Credit Agreement"), pursuant to which the Existing Lenders agreed to make certain credit facilities (the "Existing Credit Facilities") available to the Borrower in accordance with the terms thereof. As a condition to the Existing Lenders' agreement to provide the Existing Credit Facilities, Borrower, Holdings, certain other loan parties and Administrative Agent entered into (i) certain Security Agreements, dated August 25, 2006 (the "Existing Security Agreements"), and (ii) that certain Trademark Security Agreement (the "Existing Trademark Security Agreement").

The parties have agreed to amend and restate the Existing Credit Agreement and the Existing Security Agreements pursuant to the Credit Agreement and the Security Agreement, respectively. This Agreement shall amend and restate the Existing Trademark Security Agreement in its entirety.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, a continuing security interest in any and all right, title and interest of such Grantor in and to all Trademarks of the Grantor, whether now owned or existing or owned, acquired or arising hereafter, including, without limitation, the Trademarks described on Schedule 1 hereto.


The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed this Trademark Security Agreement on the day and year first written above.

**GRANTORS:**

**CHEDDAR'S CASUAL CAFÉ, INC.  
CHEDDAR'S RESTAURANT HOLDING CORP.**

By: 

Name: Donald D. Breen  
Title: Chief Financial Officer

**CHEDDAR'S GIFT CARD CORP.**

By: \_\_\_\_\_

Name: Richard D. Payne  
Title: Vice President

**CHEDDAR'S TEXAS, LLC  
CHEDDAR'S JV, LLC  
CHEDDAR'S PA, INC.**

By: \_\_\_\_\_

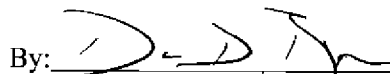
Name: Richard D. Payne  
Title: President

**CHEDDAR'S CASUAL CAFÉ OF KANSAS L.L.C.  
CHEDDAR'S ALABAMA, LLC**

By: \_\_\_\_\_

Name: Richard D. Payne  
Title: Manager

**CHEDDAR'S KANSAS CITY JOINT VENTURE,  
LLC**

By: 

Name: Donald D. Breen  
Title: Manager

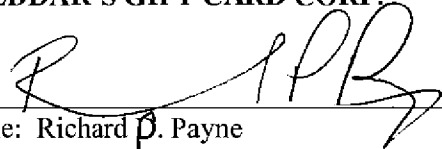
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**GRANTORS:**

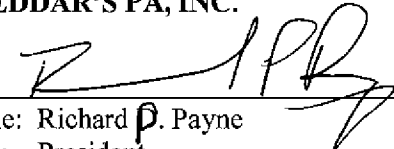
**CHEDDAR'S CASUAL CAFÉ, INC.  
CHEDDAR'S RESTAURANT HOLDING CORP.**

By: \_\_\_\_\_  
Name: Donald D. Breen  
Title: Chief Financial Officer

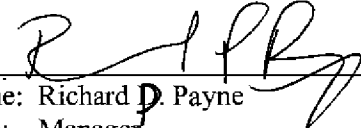
**CHEDDAR'S GIFT CARD CORP.**

By:  \_\_\_\_\_  
Name: Richard D. Payne  
Title: Vice President

**CHEDDAR'S TEXAS, LLC  
CHEDDAR'S JV, LLC  
CHEDDAR'S PA, INC.**

By:  \_\_\_\_\_  
Name: Richard D. Payne  
Title: President

**CHEDDAR'S CASUAL CAFÉ OF KANSAS L.L.C.  
CHEDDAR'S ALABAMA, LLC**

By:  \_\_\_\_\_  
Name: Richard D. Payne  
Title: Manager

**CHEDDAR'S KANSAS CITY JOINT VENTURE,  
LLC**

By: \_\_\_\_\_  
Name: Donald D. Breen  
Title: Manager

Acknowledged and accepted:

**BANK OF AMERICA, N.A.,**  
as Administrative Agent

By: 

Name: Darleen R. DiGrazia

Title: Assistant Vice President

SCHEDULE 1

TRADEMARKS

Mark	Registration No.	Registration Date
CHEDDAR'S CASUAL CAFÉ	3638663	06/16/09
• CHEDDAR'S SCRATCH KITCHEN EST. 1979	N/A	
• CHEDDAR'S SCRATCH KITCHEN	N/A	
CHEDDAR'S	4584379	08/12/14