

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401080

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAINFOREST CAFE, INC.		10/04/2016	Corporation: MINNESOTA
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: 25			
Property Type	Number	Word Mark	
Registration Number:	2978844	WILD BUNCH	
Registration Number:	2710094	A WILD PLACE TO EAT	
Registration Number:	2532499	RAINFOREST CAFE WILD BUNCH CLUB	
Registration Number:	2540906	RAINFOREST CAFE SAFARI CLUB	
Registration Number:	2532435	RAINFOREST CAFE	
Registration Number:	2521186	RAINFOREST CAFE	
Registration Number:	2480320	RAINFOREST CAFE	
Registration Number:	2480321	RAINFOREST CAFE	
Registration Number:	2764487	WILD BUNCH	
Registration Number:	2643642	WILD BUNCH	
Registration Number:	2457656	WILD BUNCH	
Registration Number:	2256706	RAINFOREST CAFE	
Registration Number:	2319752	RAINFOREST CAFE	
Registration Number:	2299344	RAINFOREST CAFE	
Registration Number:	2705506		
Registration Number:	2696814		
Registration Number:	2696815		
Registration Number:	2694170		
Registration Number:	2691699		

CH \$640.00 2978844

Property Type	Number	Word Mark
Registration Number:	2698874	
Registration Number:	2253955	RAINFOREST CAFE A WILD PLACE TO SHOP AND
Registration Number:	2062474	RAINFOREST CAFE A WILD PLACE TO SHOP AND
Registration Number:	1951891	A WILD PLACE TO SHOP AND EAT
Registration Number:	2056533	AMAZON
Registration Number:	1125440	RAINFOREST

CORRESPONDENCE DATA

Fax Number:

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.

Email: iprecordations@whitecase.com

Correspondent Name: Daniel Gold/White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1155735-0025
NAME OF SUBMITTER:	Daniel Gold
SIGNATURE:	/Daniel Gold/
DATE SIGNED:	10/05/2016

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of October, 2016, by **RAINFOREST CAFE, INC.** ("Grantor"), a Minnesota corporation with offices at 1510 West Loop South, Houston, Texas 77027, and **JEFFERIES FINANCE LLC** ("Jefferies Finance"), a Delaware limited liability company with 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").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 4, 2016 (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., Citigroup Global Markets Inc., Coöperatieve Rabobank U.A., New York Branch, KeyBanc Capital Markets Inc. and Citizens Bank, N.A., as joint bookrunners, Jefferies Finance, Deutsche Bank Securities Inc., Citigroup Global Markets Inc., Coöperatieve Rabobank U.A., New York Branch, KeyBanc Capital Markets Inc. and Citizens Bank, N.A., 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 October 4, 2016 (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.

(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.

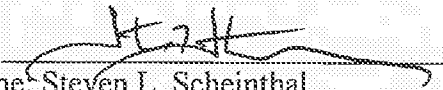
(d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH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

RAINFOREST CAFE, INC., as the Grantor

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


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT -- RAINFOREST CAFE, INC]

TRADEMARK
REEL: 005893 FRAME: 0800

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

JEFFERIES FINANCE LLC

By: 
Name: E.J. Hess
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – RAINFOREST CAFE, INC]

TRADEMARK
REEL: 005893 FRAME: 0801

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner Name	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
RAINFOREST CAFE, INC.	WILD BUNCH	App 78252661	App 21- MAY-2003	Reg 2978844	Reg 26- JUL-2005
RAINFOREST CAFE, INC.	A WILD PLACE TO EAT	App 76371574	App 15- FEB-2002	Reg 2710094	Reg 22- APR-2003
RAINFOREST CAFE, INC.	RAINFOREST CAFE WILD BUNCH CLUB	App 75592606	App 20- NOV-1998	Reg 2532499	Reg 22- JAN-2002
RAINFOREST CAFE, INC.	RAINFOREST CAFE SAFARI CLUB	App 75592607	App 20- NOV-1998	Reg 2540906	Reg 19- FEB-2002
RAINFOREST CAFE, INC.	RAINFOREST CAFE	App 75520867	App 17- JUL-1998	Reg 2532435	Reg 22- JAN-2002
RAINFOREST CAFE, INC.	RAINFOREST CAFE	App 75981279	App 17- JUL-1998	Reg 2521186	Reg 18- DEC-2001
RAINFOREST CAFE, INC.	RAINFOREST CAFE	App 75507908	App 24- JUN-1998	Reg 2480320	Reg 21- AUG-2001
RAINFOREST CAFE, INC.	RAINFOREST CAFE	App 75507951	App 24- JUN-1998	Reg 2480321	Reg 21- AUG-2001
RAINFOREST CAFE, INC.	WILD BUNCH	App 75453080	App 19- MAR-1998	Reg 2764487	Reg 16- SEP-2003
RAINFOREST CAFE, INC.	WILD BUNCH	App 75982249	App 09- MAR-1998	Reg 2643642	Reg 29- OCT-2002
RAINFOREST CAFE, INC.	WILD BUNCH	App 75423587	App 26- JAN-1998	Reg 2457656	Reg 05- JUN-2001
RAINFOREST CAFE, INC.	RAINFOREST CAFE	App 75407787	App 18- DEC-1997	Reg 2256706	Reg 29- JUN-1999
RAINFOREST CAFE, INC.	RAINFOREST CAFE	App 75407883	App 18- DEC-1997	Reg 2319752	Reg 15- FEB-2000
RAINFOREST CAFE, INC.	RAINFOREST CAFE	App 75407890	App 18- DEC-1997	Reg 2299344	Reg 14- DEC-1999
RAINFOREST CAFE, INC.	Design Only	App 75390970	App 17- NOV-1997	Reg 2705506	Reg 08- APR-2003
RAINFOREST CAFE, INC.	Design Only	App 75267719	App 19- MAR-1997	Reg 2696814	Reg 11- MAR-2003
RAINFOREST CAFE, INC.	Design Only	App 75267720	App 19- MAR-1997	Reg 2696815	Reg 11- MAR-2003
RAINFOREST CAFE, INC.	Design Only	App 75258460	App 17- MAR-1997	Reg 2694170	Reg 04- MAR-2003
RAINFOREST CAFE, INC.	Design Only	App 75270639	App 17- MAR-1997	Reg 2691699	Reg 25- FEB-2003

Owner Name	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
RAINFOREST CAFE, INC.	Design Only	App 75195389	App 08-NOV-1996	Reg 2698874	Reg 18-MAR-2003
RAINFOREST CAFE, INC.	RAINFOREST CAFE A WILD PLACE TO SHOP AND EAT	App 75124845	App 24-JUN-1996	Reg 2253955	Reg 15-JUN-1999
RAINFOREST CAFE, INC.	RAINFOREST CAFE A WILD PLACE TO SHOP AND EAT AN ENVIRONMENTALLY CONSCIOUS FAMILY ADVENTURE	App 74579444	App 28-SEP-1994	Reg 2062474	Reg 20-MAY-1997
RAINFOREST CAFE, INC.	A WILD PLACE TO SHOP AND EAT	App 74512672	App 14-APR-1994	Reg 1951891	Reg 23-JAN-1996
RAINFOREST CAFE, INC.	AMAZON	App 74453917	App 03-NOV-1993	Reg 2056533	Reg 29-APR-1997
RAINFOREST CAFE, INC.	RAINFOREST	App 73147469	App 07-NOV-1977	Reg 1125440	Reg 25-SEP-1979