

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS Recorded At Reel 4763 Frame 0759

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		10/04/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MORTON'S OF CHICAGO, INC.
Street Address:	1510 West Loop South
City:	Houston
State/Country:	TEXAS
Postal Code:	77027
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2318090	THE LEGEND THE STEAKHOUSE
Registration Number:	2915741	ARNIE MORTON'S
Registration Number:	2915742	ARNIE MORTON'S
Registration Number:	2915743	ARNIE MORTON'S THE STEAKHOUSE
Registration Number:	3109686	SAVOR THE GOOD LIFE
Registration Number:	2302701	LEGENDS ARE LARGER THAN LIFE
Registration Number:	1505273	MORTON'S
Registration Number:	1647093	MORTON'S OF CHICAGO
Registration Number:	1647095	MORTON'S OF CHICAGO
Registration Number:	1738748	MORTON'S OF CHICAGO THE STEAKHOUSE
Registration Number:	1829038	ARNIE MORTON'S OF CHICAGO THE STEAKHOUSE
Registration Number:	1829037	ARNIE MORTON'S OF CHICAGO
Registration Number:	1832491	ARNIE MORTON'S OF CHICAGO THE STEAKHOUSE
Registration Number:	3077892	THE BEST STEAK ANYWHERE!
Registration Number:	3556365	MORTON'S
Registration Number:	3158737	BAR 12 21
Registration Number:	3270974	MORTON'S LEGENDARY HOT CHOCOLATE CAKE
Registration Number:	3388035	M

CH \$665.00 2318090

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3511063	MORTON'S MORTINIS
Registration Number:	2925648	MORTON'S THE STEAKHOUSE
Registration Number:	3899017	M PRIME EVENTS AT MORTON'S
Serial Number:	77511104	MORTON'S THE STEAKHOUSE
Serial Number:	77837983	MORTON'S THE STEAKHOUSE AT HOME
Serial Number:	85580883	SHE
Serial Number:	85580868	SHE BY MORTON'S
Serial Number:	85580717	SHE

CORRESPONDENCE DATA

Fax Number: 2123548113

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.

Phone: 212-819-8437

Email: iprecordations@whitecase.com

Correspondent Name: Andrew Fessak/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: Andrew Fessak

SIGNATURE: /Andrew Fessak/

DATE SIGNED: 10/04/2016

Total Attachments: 3

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (“Trademark Release”) is made as of October 4, 2016, by JEFFERIES FINANCE LLC, a Delaware limited liability company (the “Agent”) in favor of MORTON’S OF CHICAGO, INC., an Illinois corporation with offices at 1510 West Loop South, Houston, Texas 77027 (the “Grantor”).

WITNESSETH:

WHEREAS, Grantor entered into a certain trademark security agreement dated April 24, 2012 (the “Trademark Security Agreement”) with the Agent, notice of which was recorded on April 24, 2012 at the United States Patent and Trademark Office at Reel 4763, Frame 0759.

Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

WHEREAS, Grantor granted the Agent, under the terms of the Trademark Security Agreement, a continuing security interest (the “Security Interest”) in favor of the Agent, in and to the following (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 of the 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.

WHEREAS, the Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Agent, for itself and on behalf of the lenders in association with the Security Interest, hereby releases, terminates and discharges any and all of its interest in the intellectual property of the Grantor, including the Trademark Collateral, and all of the goodwill of the business connected with the use of, and symbolized by the Trademark Collateral, and assigns, transfers and conveys to Grantor any interest in such intellectual property, including the Security Interest.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Trademark Release to be executed as of the day and year first written above.

JEFFERIES FINANCE LLC,
as Agent

By: _____ 

Name: E.J. Hess
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK RELEASE – MORTON’S OF CHICAGO, INC.]

TRADEMARK
REEL: 005895 FRAME: 0893

Schedule I

TRADEMARKS

I. U.S. REGISTERED TRADEMARKS

Trademark	Reg No.	Reg. Date
THE LEGEND. THE STEAKHOUSE	2318090	February 15, 2000
ARNIE MORTON'S and Design	2915741	January 4, 2005
ARNIE MORTON'S	2915742	January 4, 2005
ARNIE MORTON'S THE STEAKHOUSE	2915743	January 4, 2005
SAVOR THE GOOD LIFE	3109686	June 27, 2006
LEGENDS ARE LARGER THAN LIFE	2302701	December 21, 1999
MORTON'S and Design	1505273	September 20, 1988
MORTON'S OF CHICAGO	1647093	June 4, 1991
MORTON'S OF CHICAGO and Design	1647095	June 4, 1991
MORTON'S OF CHICAGO THE STEAK HOUSE and Design	1738748	December 8, 1992
ARNIE MORTON'S OF CHICAGO THE STEAKHOUSE	1829038	March 29, 1994
ARNIE MORTON'S OF CHICAGO	1829037	March 29, 1994
ARNIE MORTON'S OF CHICAGO THE STEAK HOUSE and Design	1832491	April 19, 1994
THE BEST STEAK ANYWHERE	3077892	April 4, 2006
MORTON'S	3556365	January 6, 2009
BAR 12 21	3158737	October 17, 2006
MORTON'S LEGENDARY HOT CHOCOLATE CAKE	3270974	July 31, 2007
M and Olive Logo	3388035	February 26, 2008
MORTON'S MORTINIS	3511063	October 7, 2008
MORTON'S THE STEAKHOUSE	2925648	February 8, 2005
M PRIME EVENTS AT MORTON'S and Design	3899017	January 4, 2011

II. U.S. TRADEMARK APPLICATIONS

Trademark	Application No.	Application Date
MORTON'S THE STEAKHOUSE	77/511104	June 30, 2008
MORTON'S THE STEAKHOUSE AT HOME	77/837983	September 30, 2009
SHE	85/580883	March 27, 2012
SHE BY MORTON'S	85/580868	March 27, 2012
SHE	85/580717	March 27, 2012