

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407448

|                                   |   |                                       |                        |
|-----------------------------------|---|---------------------------------------|------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT  |                                       |                        |
| <b>NATURE OF CONVEYANCE:</b>      | SECURITY INTEREST   |                                       |                        |
| <b>CONVEYING PARTY DATA</b>       |   |                                       |                        |
| <b>Name</b>                       | <b>Formerly</b>   | <b>Execution Date</b>                 | <b>Entity Type</b>     |
| Logan's Roadhouse, Inc.           |   | 11/23/2016                            | Corporation: TENNESSEE |
| <b>RECEIVING PARTY DATA</b>       |   |                                       |                        |
| <b>Name:</b>                      | Cortland Capital Market Services LLC, as Administrative Agent |                                       |                        |
| <b>Street Address:</b>            | 225 W. Washington St., Suite 2100                             |                                       |                        |
| <b>Internal Address:</b>          | c/o Ryan Morick   |                                       |                        |
| <b>City:</b>                      | Chicago   |                                       |                        |
| <b>State/Country:</b>             | ILLINOIS  |                                       |                        |
| <b>Postal Code:</b>               | 60606   |                                       |                        |
| <b>Entity Type:</b>               | Limited Liability Company: DELAWARE                           |                                       |                        |
| <b>PROPERTY NUMBERS Total: 23</b> |   |                                       |                        |
| <b>Property Type</b>              | <b>Number</b>   | <b>Word Mark</b>                      |                        |
| <b>Registration Number:</b>       | 4695901   | #STEAKWORTHY                          |                        |
| <b>Registration Number:</b>       | 3352178   |                                       |                        |
| <b>Registration Number:</b>       | 3369044   |                                       |                        |
| <b>Registration Number:</b>       | 3257854   | BREWSKI ONIONS                        |                        |
| <b>Registration Number:</b>       | 4874282   | GET NUT-E                             |                        |
| <b>Registration Number:</b>       | 3326246   | LOGAN'S                               |                        |
| <b>Registration Number:</b>       | 3419984   | LOGAN'S                               |                        |
| <b>Registration Number:</b>       | 1874314   | LOGAN'S ROADHOUSE                     |                        |
| <b>Registration Number:</b>       | 2797192   | LOGAN'S ROADHOUSE                     |                        |
| <b>Registration Number:</b>       | 2934163   | LOGAN'S ROADHOUSE                     |                        |
| <b>Registration Number:</b>       | 3202110   | LOGAN'S ROADHOUSE                     |                        |
| <b>Registration Number:</b>       | 4918070   | LOGAN'S ROADHOUSE STEAKS RIBS SPIRITS |                        |
| <b>Registration Number:</b>       | 4142037   | LOGAN'S TWISTED PUNCHES               |                        |
| <b>Registration Number:</b>       | 4912600   | NUT-E CLUB                            |                        |
| <b>Registration Number:</b>       | 3260238   | ONION BREWSKI                         |                        |
| <b>Registration Number:</b>       | 4692380   | RAISE THE STEAKS                      |                        |
| <b>Registration Number:</b>       | 3705795   | ROADIE                                |                        |
| <b>Registration Number:</b>       | 3512567   | ROADIES                               |                        |

CH \$590.00 4695901

| Property Type        | Number   | Word Mark                   |
|----------------------|----------|-----------------------------|
| Registration Number: | 3332537  | TAKE BACK LUNCH             |
| Registration Number: | 3077914  | THE LOGAN                   |
| Registration Number: | 3146919  | THE REAL AMERICAN ROADHOUSE |
| Registration Number: | 4103288  | THE UNLIMITED GRILL         |
| Serial Number:       | 86809494 | THE RIGHT WAY TO ROADHOUSE  |

**CORRESPONDENCE DATA**

Fax Number: 2024083141

*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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

|                    |               |
|--------------------|---------------|
| NAME OF SUBMITTER: | Jean Paterson |
| SIGNATURE:         | /jep/         |
| DATE SIGNED:       | 12/02/2016    |

**Total Attachments: 5**

source=12-2-16 Logans-Cortland 3-TM#page1.tif

source=12-2-16 Logans-Cortland 3-TM#page2.tif

source=12-2-16 Logans-Cortland 3-TM#page3.tif

source=12-2-16 Logans-Cortland 3-TM#page4.tif

source=12-2-16 Logans-Cortland 3-TM#page5.tif

NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

This NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of November 23, 2016 is made by Logan's Roadhouse, Inc., a Tennessee corporation (the "Borrower"), in favor of Cortland Capital Market Services LLC, as Administrative Agent (the "Agent") for the several banks and other financial institutions or entities (the "Lenders") parties to the Second Lien Credit Agreement dated as of November 23, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, LRI Holdings, Inc., the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Agent for the benefit of the Secured Parties (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Borrower granted to the Agent for the benefit of the Secured Parties a continuing security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

SECTION 2. Confirmation and Grant of Security Interest. The Borrower hereby confirms and grants a security interest in all of the Borrower's Trademarks (other than Excluded Property), including, without limitation, those items listed on Schedule A hereto (collectively, the "Trademark Collateral"), to the Agent for the benefit of the Secured Parties to secure payment and performance when due of the Borrower Obligations. Such security interest is

granted in connection with, and not separately from, the Collateral Agreement, and is expressly subject to the terms and conditions thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of the security interest with the United States Patent and Trademark Office. The Collateral Agreement (and all rights and remedies thereunder) shall remain in full force and effect in accordance with its terms. The Borrower hereby authorizes the Agent or any of its authorized representatives to file this Agreement with the United States Patent and Trademark Office. The Borrower further requests and authorizes the Commissioner for Trademarks record this Agreement.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed and delivered as of the day and year first above written.

LOGAN'S ROADHOUSE, INC.

By:   
Name: MICHAEL MACHADO  
Title: CEO

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK  
REEL: 005934 FRAME: 0042

Accepted and acknowledged as of the date first set forth above by:

CORTLAND CAPITAL MARKET SERVICES LLC,  
as Administrative Agent for the Lenders

By: 

Name:

**Polina Arsenyeva**

Title:

**Associate Counsel**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

| <b>Trademark</b>                      | <b>Registration No.</b> | <b>Serial No.</b> | <b>Owner</b>            |
|---------------------------------------|-------------------------|-------------------|-------------------------|
| #STEAKWORTHY                          | 4,695,901               | 86349618          | Logan's Roadhouse, Inc. |
| [Design Only]                         | 3,352,178               | 78864489          | Logan's Roadhouse, Inc. |
| [Design Only]                         | 3,369,044               | 77200179          | Logan's Roadhouse, Inc. |
| BREWSKI ONIONS                        | 3,257,854               | 78764123          | Logan's Roadhouse, Inc. |
| GET NUT-E                             | 4,874,282               | 86634435          | Logan's Roadhouse, Inc. |
| LOGAN'S                               | 3,326,246               | 78641323          | Logan's Roadhouse, Inc. |
| LOGAN'S                               | 3,419,984               | 78642025          | Logan's Roadhouse, Inc. |
| LOGAN'S ROADHOUSE                     | 1,874,314               | 74291119          | Logan's Roadhouse, Inc. |
| LOGAN'S ROADHOUSE                     | 2,797,192               | 76481400          | Logan's Roadhouse, Inc. |
| LOGAN'S ROADHOUSE                     | 2,934,163               | 78268703          | Logan's Roadhouse, Inc. |
| LOGAN'S ROADHOUSE                     | 3,202,110               | 78854005          | Logan's Roadhouse, Inc. |
| LOGAN'S ROADHOUSE STEAKS RIBS SPIRITS | 4,918,070               | 86650987          | Logan's Roadhouse, Inc. |
| LOGAN'S TWISTED PUNCHES               | 4,142,037               | 85418614          | Logan's Roadhouse, Inc. |
| NUT-E CLUB                            | 4,912,600               | 86634349          | Logan's Roadhouse, Inc. |
| ONION BREWSKI                         | 3,260,238               | 78764119          | Logan's Roadhouse, Inc. |
| RAISE THE STEAKS                      | 4,692,380               | 86341946          | Logan's Roadhouse, Inc. |
| ROADIE                                | 3,705,795               | 77176961          | Logan's Roadhouse, Inc. |
| ROADIES                               | 3,512,567               | 78841796          | Logan's Roadhouse, Inc. |
| TAKE BACK LUNCH                       | 3,332,537               | 78873373          | Logan's Roadhouse, Inc. |
| THE LOGAN                             | 3,077,914               | 78401171          | Logan's Roadhouse, Inc. |
| THE REAL AMERICAN ROADHOUSE           | 3,146,919               | 78642446          | Logan's Roadhouse, Inc. |
| THE RIGHT WAY TO ROADHOUSE            |                         | 86809494          | Logan's Roadhouse, Inc. |
| THE UNLIMITED GRILL                   | 4,103,288               | 85254911          | Logan's Roadhouse, Inc. |