

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cheddar's Casual Café, Inc.		01/04/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3638663	CHEDDAR'S CASUAL CAFE	
Registration Number:	4584379	CHEDDAR'S	
Registration Number:	4898318	CHEDDAR'S SCRATCH KITCHEN	
Registration Number:	4939407	CHEDDAR'S SCRATCH KITCHEN EST. 1979	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F167894 2nd Lien		
NAME OF SUBMITTER:	Emily Ohannessian		
SIGNATURE:	/Emily Ohannessian/		
DATE SIGNED:	01/23/2017		

OP \$115.00 3638663

Total Attachments: 5

source=#89283247v1 - (Second Lien IP Security Agreement)#page2.tif

source=#89283247v1 - (Second Lien IP Security Agreement)#page3.tif

source=#89283247v1 - (Second Lien IP Security Agreement)#page4.tif

source=#89283247v1 - (Second Lien IP Security Agreement)#page5.tif

source=#89283247v1 - (Second Lien IP Security Agreement)#page6.tif

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 4, 2017, (this “Agreement”), among Cheddar’s Casual Café, Inc. (the “Grantor”) and Morgan Stanley Senior Funding, Inc. (“MSSF”), as collateral agent (in such capacity, the “Collateral Agent”) for the ratable benefit of the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of January 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Second Lien Credit Agreement, dated as of January 4, 2017(as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), among Cheddar’s Restaurant Holding Corp., a Delaware corporation, Cheddar’s Casual Cafe, Inc., a Delaware corporation, the lenders from time to time party thereto (the “Second Lien Lenders”) and MSSF, as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

A. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

B. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law; and

B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

C. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

D. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHEDDAR'S CASUAL CAFÉ, INC., as Grantor

By: 

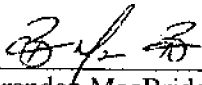
Name: Donald D. Breen

Title: Chief Financial Officer

[Signature Page to Second Lien IP Security Agreement]

TRADEMARK
REEL: 005970 FRAME: 0937

MORGAN STANLEY SENIOR FUNDING, INC.,
as the Collateral Agent

By: 
Name: Brendan MacBride
Title: Executive Director

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Cheddar's Casual Cafe, Inc. dba Cheddar's Casual Cafe	3638663	CHEDDAR'S CASUAL CAFE
Cheddar's Casual Cafe, Inc. dba Cheddar's Casual Cafe	4584379	CHEDDAR'S
Cheddar's Casual Cafe, Inc. dba Cheddar's Casual Cafe	4898318	CHEDDAR'S SCRATCH KITCHEN
Cheddar's Casual Cafe, Inc. dba Cheddar's Casual Cafe	4939407	CHEDDAR'S SCRATCH KITCHEN EST. 1979

TRADEMARK APPLICATIONS

None.