

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRG Intellectual Property, LLC		01/13/2017	Limited Liability Company: DELAWARE
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: 18			
Property Type	Number	Word Mark	
Registration Number:	3794548	675 BAR	
Registration Number:	2038154	ATLANTIC BAR AND GRILL	
Registration Number:	2670839	ATLANTIC GRILL	
Registration Number:	2541431	B. R. GUEST CARD	
Registration Number:	4077470	BILL'S BAR & BURGER	
Registration Number:	2810725	BLUE FIN	
Registration Number:	2186279	BLUE WATER GRILL	
Registration Number:	3702033	COLDASS BEER	
Registration Number:	2782862	DOS CAMINOS	
Registration Number:	2306925	ISABELLA'S	
Serial Number:	87027472	IZI	
Registration Number:	2937731	OCEAN GRILL	
Registration Number:	1351107	OCEANS	
Registration Number:	4061639	REAL GIRLS EAT MEAT	
Registration Number:	2398474	RUBY FOO'S	
Registration Number:	4328893	STRAIGHT UP	
Registration Number:	4629298	TROY	
Registration Number:	4328894	WILDWOOD BARBEQUE	

OP \$465.00 3794548

CORRESPONDENCE DATA**Fax Number:** 2142000853*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:** 2109787487**Email:** venisa.dark@haynesboone.com**Correspondent Name:** Venisa Dark, Haynes and Boone LLP**Address Line 1:** 2323 Victory Avenue, Suite 700**Address Line 4:** Dallas, TEXAS 75219**ATTORNEY DOCKET NUMBER:** 23805.144_Legrand**NAME OF SUBMITTER:** Venisa Dark**SIGNATURE:** /Venisa Dark/**DATE SIGNED:** 01/26/2017**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 13th day of January, 2017, by BRG Intellectual Property, LLC (“Grantor”), a Delaware limited liability company 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”).

W I T N E S S E T H:

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 Grantor 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, Grantor joined the Security Agreement pursuant to that certain Joinder No. 1 to the Security Agreement, dated January 13, 2017, and pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the 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, 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. 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 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 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 Grantor 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 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. 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 Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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 Trademark Security 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 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 GRANTOR, SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND 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 TRADEMARK SECURITY 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 GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY 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 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.

BRG INTELLECTUAL PROPERTY, LLC, as
Grantor

By:


Name: Steven L. Scheinthal

Title: V.P. and Secretary

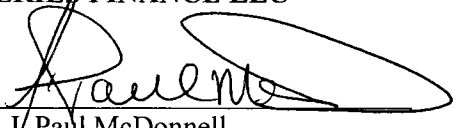
Signature page to the Trademark Security Agreement – BRG Intellectual Property, LLC (2017)

TRADEMARK
REEL: 005975 FRAME: 0330

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

JEFFERIES FINANCE LLC

By: 
Name: J. Paul McDonnell
Title: Managing Director

TRADEMARK SECURITY AGREEMENT - SCHEDULE I

U.S. Trademark Registrations/Applications

Owner's Name	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
BRG Intellectual Property, LLC	675 BAR	77693182	3/17/2009	3,794,548	5/25/2010
BRG Intellectual Property, LLC	ATLANTIC BAR & GRILL	74/659187	04/11/1995	2,038,154	02/18/1997
BRG Intellectual Property, LLC	ATLANTIC GRILL	75/921698	02/17/2000	2,670,839	01/07/2003
BRG Intellectual Property, LLC	B.R. GUEST CARD	75/921460	02/17/2000	2,541,431	02/19/2002
BRG Intellectual Property, LLC	BILL'S BAR & BURGER	77/789151	07/24/2009	4,077,470	12/27/2011
BRG Intellectual Property, LLC	BLUE FIN	78/227432	03/19/2003	2,810,725	02/03/2004
BRG Intellectual Property, LLC	BLUE WATER GRILL	75/062060	02/23/1996	2,186,279	09/01/1998
BRG Intellectual Property, LLC	COLD ASS BEER	77/183594	05/17/2007	3,702,033	10/27/2009
BRG Intellectual Property, LLC	DOS CAMINOS	76/387878	03/26/2002	2,782,862	11/11/2003
BRG Intellectual Property, LLC	ISABELLA'S	75/403815	12/11/1997	2,306,925	01/11/2000
BRG Intellectual Property, LLC	IZI	87/027472	05/06/2016	Pending	Pending
BRG Intellectual Property, LLC	OCEAN GRILL	78/281027	07/30/2003	2,937,731	04/05/2005
BRG Intellectual Property, LLC	OCEANS	73/519824	1/29/1985	1,351,107	7/23/1985
BRG Intellectual Property, LLC	REAL GIRLS EAT MEAT	77/502575	06/19/2008	4,061,639	11/22/2011
BRG Intellectual Property, LLC	RUBY FOOS	75/544971	08/28/1998	2,398,474	10/24/2000
BRG Intellectual Property, LLC	STRAIGHT UP	85/380258	07/25/2011	4,328,893	04/30/2013
BRG Intellectual Property, LLC	TROY	85/844095	02/07/2013	4,629,298	10/28/2014
BRG Intellectual Property, LLC	WILDWOOD BARBEQUE	85/380273	07/25/2011	4,328,894	04/30/2013

Trade Names

Trade Names	Entity
Atlantic Grill	1337 Third Avenue, LLC
Atlantic Grill	48-50 West 65 th Street, LLC
Bill's Bar & Burger	Bill's DTM NY, LLC
Bill's Bar & Burger	Bill's Pittsburgh, LLC
Bill's Bar & Burger	Bill's Bar & Burger R.C., LLC
Blue Fin	1567 Bway Restaurant Associates, LLC
Blue Water Grill	31 Union Square West, LLC
Dos Caminos	B.R. Guest AC, LLC
Dos Caminos	675 Hudson Vault, LLC
Dos Caminos	373 Park, LLC
Dos Caminos	475 Soho, LLC
Dos Caminos	1567 BWay Restaurant Associates, LLC
Dos Caminos	Third & 50, LLC
Isabella's	359 Columbus Avenue, LLC
Troy's	675 Hudson Vault, LLC
Sammy D's	B.R. Guest AC, LLC

Trademark Licenses

None.

Schedule I to the Trademark Security Agreement – BRG Intellectual Property, LLC (2017)