

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A. Administrative Agent		12/12/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington St., 21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4695901	#STEAKWORTHY	
Registration Number:	3352178		
Registration Number:	3369044		
Registration Number:	3257854	BREWSKI ONIONS	
Registration Number:	4874282	GET NUT-E	
Registration Number:	3326246	LOGAN'S	
Registration Number:	3419984	LOGAN'S	
Registration Number:	1874314	LOGAN'S ROADHOUSE	
Registration Number:	2797192	LOGAN'S ROADHOUSE	
Registration Number:	2934163	LOGAN'S ROADHOUSE	
Registration Number:	3202110	LOGAN'S ROADHOUSE	
Registration Number:	4918070	LOGAN'S ROADHOUSE STEAKS RIBS SPIRITS	
Registration Number:	4142037	LOGAN'S TWISTED PUNCHES	
Registration Number:	4912600	NUT-E CLUB	
Registration Number:	3260238	ONION BREWSKI	
Registration Number:	4692380	RAISE THE STEAKS	
Registration Number:	3705795	ROADIE	
Registration Number:	3512567	ROADIES	
Registration Number:	3332537	TAKE BACK LUNCH	
TRADEMARK			

CH \$590.00 4695901

Property Type	Number	Word Mark
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: 2128066006

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: 212-806-5763

Email: tm@stroock.com

Correspondent Name: Jeffrey M. Mann

Address Line 1: 180 Maiden Lane, 38th Floor

Address Line 2: Stroock & Stroock & Lavan LLP

Address Line 4: New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:	002838/0001
NAME OF SUBMITTER:	Jeffrey M. Mann
SIGNATURE:	/jeffrey m. mann/
DATE SIGNED:	12/14/2017

Total Attachments: 5

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THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 12, 2017 (“Effective Date”), is by and among Cortland Capital Market Services LLC, as successor administrative agent (“Cortland” or the “Successor Administrative Agent”) and JPMorgan Chase Bank, N.A., as resigning collateral agent (the “Resigning Administrative Agent”).

RECITALS

WHEREAS, Logan’s Roadhouse, Inc. (the “Borrower”), LRI Holdings, Inc., the Lenders (as defined therein), and the Resigning Administrative Agent, are party to that certain First Lien Revolving Credit Agreement, dated as of November 23, 2016 (such First Lien Revolving Credit Agreement, as amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, Borrower and Resigning Administrative Agent are parties to the Supplemental Notice and Confirmation of Grant of Security Interest in Trademarks (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), dated as of November 23, 2016 in favor of Resigning Agent, in its capacity as administrative agent, on behalf of the Lenders, confirming a grant of security interest in Trademark Collateral (as defined therein), including those set forth on Schedule A hereto; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 2, 2016, at reel 005933, Frame 0852; and

WHEREAS, pursuant to that certain Resignation and Assignment Agreement, dated as of December 12, 2017, by and among Resigning Administrative Agent, Successor Administrative Agent, Borrower and the Lenders constituting Required Lenders (under and as defined in the Credit Agreement), Resigning Administrative Agent has assigned all of its rights, powers, remedies, protections and duties under the Credit Agreement and each of the other Loan Documents (as defined in the Credit Agreement) executed in connection therewith, and has agreed to transfer each of the Liens (as defined in the Credit Agreement) granted to JPM, in each instance, in its capacity as administrative agent and collateral agent, if and as applicable, to the Successor Administrative Agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Resigning Administrative Agent hereby assigns and transfers to Successor Administrative Agent and its successors and assigns, all of its rights, title and interest in and to the Trademark Security Agreement without representations and warranties of any kind. All other terms relating to the subject matter hereof are more fully set forth in the Resignation and Assignment Agreement.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument. The parties hereby agree that electronic and .pdf signatures will be deemed the same as original signatures. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without reference to its conflict of laws provisions.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

JPMorgan Chase Bank, N.A., as Resigning Administrative Agent

By D. Kravitz
Name: Douglas A. Kravitz
Its Executive Director

Cortland Capital Market Services LLC, as Successor Administrative Agent

By _____
Name: _____
Its _____

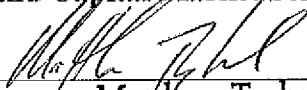
Signature Page to Assignment of Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

JPMorgan Chase Bank, N.A., as Resigning Administrative Agent

By _____
Name: _____
Its _____

Cortland Capital Market Services LLC, as Successor Administrative Agent

By  _____
Name: Matthew Trybula
Its Associate Counsel

Schedule A

Trademark	Registration No.	Serial No.	Owner
#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.