

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RTBD, INC., as Grantor		12/21/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4926344	COLOSSAL BURGER	
Registration Number:	5249318	RUBY RELAXER	
Serial Number:	87250918	R TIME RUBY TUESDAY	
Registration Number:	5336920	R · TIME	
Registration Number:	3492660	RUBY MINIS	
Registration Number:	3496050	RUBY T	
Registration Number:	1110690	RUBY TUESDAY	
Registration Number:	4021117	RUBY TUESDAY SIMPLE FRESH AMERICAN DININ	
Registration Number:	2906632	RUBY TUESDAY'S SMART EATING	
Registration Number:	3409948	RUBYTUEGO	
Registration Number:	3248303	WOK HAY	
Registration Number:	1879012	RUBY TUESDAY	
Serial Number:	87585995	RUBY TUESDAY	
Serial Number:	87586032	[FIT&TRIM]	
Serial Number:	87586044	SO CONNECTED	
Serial Number:	87586063	RT	
Serial Number:	87586076	RUBY TUESDAY	
Serial Number:	87599125	RT	
Registration Number:	3970360	FRESH TASTE. FRESH PLACE.	

CH \$590.00 4926344

Property Type	Number	Word Mark
Registration Number:	2074191	TALLCAKE
Serial Number:	87674374	RUBY TUESDAY BURGER ROADSHOW
Serial Number:	87674376	RUBY TUESDAY BURGER ROADSHOW
Serial Number:	87674377	BURGER ROADSHOW

CORRESPONDENCE DATA

Fax Number:

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.

Email: erobinson@hunton.com

Correspondent Name: Erika Robinson

Address Line 1: 600 Peachtree Street N.E., STE 4100

Address Line 2: c/o Hunton & Williams LLP

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Erika Robinson
SIGNATURE:	/ErikaRobinson/
DATE SIGNED:	12/21/2017

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 21, 2017, is made by **THE PERSON SIGNATORY HERETO UNDER THE HEADING “GRANTOR” (“Grantor”)**, to and for the benefit of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Collateral Agent.

RECITALS:

WHEREAS, reference hereby is made to that certain Credit and Guaranty Agreement, dated as of December 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein or in the Pledge and Security Agreement shall have the meanings ascribed thereto in the Credit Agreement or the Pledge and Security Agreement, as applicable), by and among **RTI HOLDING COMPANY, LLC**, a Delaware limited liability company, as a Guarantor and Borrower Representative, **RUBY TUESDAY, INC.**, a Georgia corporation, as a Borrower, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent and Collateral Agent; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the other Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses (other than Trademarks and Trademark Licenses arising under the laws of a jurisdiction other than the United States), including those registrations and applications described on Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of, and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit. Notwithstanding the foregoing, Grantor and the Collateral Agent, on behalf of itself and the other Secured Parties, hereby acknowledge and agree that the security interest in the Trademark Collateral is not to be construed as a present assignment of title to any component of the Trademark Collateral, including without limitation, the trademark registrations and applications described on Schedule 1.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event there is a conflict between this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

3. Authorization to Supplement. Grantor hereby authorizes Collateral Agent to modify this Agreement by amending Schedule 1 hereto to include any future Trademarks or Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.

4. Counterparts. This Agreement may be executed in any number of counterparts (any of which may be delivered by email or other electronic transmission), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Any party delivering an executed counterpart of this Agreement via email or other electronic transmission shall, upon the request by Administrative Agent, also deliver a manually executed original to Administrative Agent or its counsel, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

5. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

RTBD, INC.

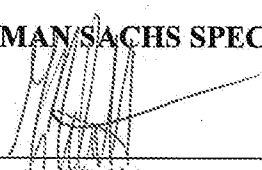
By: 

Name: Aziz Hashim

Title: President

**ACCEPTED AND ACKNOWLEDGED BY:
COLLATERAL AGENT:**

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

By: 
Name: **Greg Watts**
Title: **Authorized Signatory**

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

Part A (U.S. Trademarks)

Grantor	Mark	Serial/Reg. Number	Filing/Reg. Date
RTBD, Inc.	COLOSSAL BURGER	4926344	3/29/16
RTBD, Inc.	RUBY RELAXER	5249318	7/25/17
RTBD, Inc.	R Time Ruby Tuesday Stylized & Dot w/ Star	87/250918	11/29/16
RTBD, Inc.	R TIME w/ Dot Design	5336920	11/14/17
RTBD, Inc.	RUBY MINIS	3492660	8/26/08
RTBD, Inc.	RUBY T	3496050	9/2/08
RTBD, Inc.	Ruby Tuesday (Stylized)	1110690	1/2/79
RTBD, Inc.	RUBY TUESDAY SIMPLE FRESH AMERICAN DINING	4021117	9/6/11
RTBD, Inc.	RUBY TUESDAY'S SMART EATING	2906632	11/30/04
RTBD, Inc.	RUBYTUEGO	3409948	4/8/08
RTBD, Inc.	WOK HAY	3248303	5/29/07
RTBD, Inc.	RUBY TUESDAY	1879012	2/14/95
RTBD, Inc.	RUBY TUESDAY	87/585995	8/28/17
RTBD, Inc.	[Fit&Trim]	87/586032	8/28/17
RTBD, Inc.	SO CONNECTED	87/586044	8/28/17
RTBD, Inc.	RT	87/586063	8/28/17
RTBD, Inc.	RUBY TUESDAY	87/586076	8/28/17
RTBD, Inc.	RT	87/599125	9/7/17
RTBD, Inc.	FRESH TASTE. FRESH PLACE.	3970360	5/31/11
RTBD, Inc.	TALLCAKE	2074191	6/24/97
RTBD, Inc.	Ruby Tuesday Burger Roadshow (Design)	87/674374	11/7/17
RTBD, Inc.	RUBY TUESDAY BURGER ROADSHOW	87/674376	11/7/17
RTBD, Inc.	BURGER ROADSHOW	87/674377	11/7/17

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

Part B (Missouri State Trademarks)

Grantor	Mark	Serial/Reg. Number	Filing/Reg. Date
RTBD, Inc.	JOIN US FOR RUBY'S	S012212	1/22/93
RTBD, Inc.	RUBY TUESDAY	S012211	1/22/93