

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Ruby Slipper Cafe LLC		01/19/2018	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5351514	THE SLIPPER CAFE	
Serial Number:	87676460	BAM BAM BISCUIT	
Serial Number:	87659849	OPEN FOR BISCUITS	
Serial Number:	87659837	CHANCE OF BRUNCH? ALWAYS!	
Serial Number:	87612567		
Registration Number:	5161142	GULF FISH 'ST. PETER'	
Registration Number:	5161141	CHICKEN ST. CHARLES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergekohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.124		

OP \$190.00 5351514

NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	01/19/2018
Total Attachments: 5 source=GKLIB16-#9310375-v5-Golub_Ruby_Slipper_-_Trademark_Security_Agreement#page1.tif source=GKLIB16-#9310375-v5-Golub_Ruby_Slipper_-_Trademark_Security_Agreement#page2.tif source=GKLIB16-#9310375-v5-Golub_Ruby_Slipper_-_Trademark_Security_Agreement#page3.tif source=GKLIB16-#9310375-v5-Golub_Ruby_Slipper_-_Trademark_Security_Agreement#page4.tif source=GKLIB16-#9310375-v5-Golub_Ruby_Slipper_-_Trademark_Security_Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of January 19, 2018, by and between THE RUBY SLIPPER CAFE LLC, a Louisiana limited liability company, ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 19, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, as borrower ("Borrower"), the other Loan Parties party thereto from time to time, Administrative Agent, and the Persons signatory thereto from time to time as Lenders, the Lenders have agreed to make Loans, from time to time, to the Borrower;

WHEREAS, as a condition precedent to making of Loans by the Lenders under the Credit Agreement, Grantor has executed and delivered to the Administrative Agent that certain Security Agreement dated as of January 19, 2018 by and among Grantor, the other Loan Parties party thereto from time to time and Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Intellectual Property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with government authorities, including but not limited to, the United States Patent and Trademark Office to all respective Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN THE TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first-priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all extensions, renewals and proceeds thereof and all goodwill associated with or symbolized by any of the foregoing (collectively, the "Trademark Collateral").

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

4. EXECUTION IN COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature Pages Follow]

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

THE RUBY SLIPPER CAFE LLC, a Louisiana
limited liability company

By 

Name: Erich Weishaupt

Title: Co-Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

SCHEDULE A

TRADEMARKS

Mark	Registration / Serial Number	Registration / Application Date	Owner
THE SLIPPER CAFE	5351514	12/5/17	The Ruby Slipper Cafe LLC
BAM BAM BISCUIT	87/676460	11/8/17	The Ruby Slipper Cafe LLC
OPEN FOR BISCUITS	87/659849	10/25/17	The Ruby Slipper Cafe LLC
CHANGE OF BRUNCH? ALWAYS!	87/659837	10/25/17	The Ruby Slipper Cafe LLC
[Design Only]	87/612567	9/18/17	The Ruby Slipper Cafe LLC
GULF FISH 'ST. PETER'	5161142	3/14/17	The Ruby Slipper Cafe LLC
CHICKEN ST. CHARLES	5161141	3/14/17	The Ruby Slipper Cafe LLC