TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM496760

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement - First Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Craftworks Restaurants & Breweries, Inc.		11/01/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Fortress Credit Co LLC
Street Address:	1345 Avenue of Americas
Internal Address:	46th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3993083	CRAFTWORKS RESTAURANTS & BREWERIES, INC.
Registration Number:	3989530	CRAFTWORKS RESTAURANTS & BREWERIES, INC.
Registration Number:	3981484	CRAFTWORKS

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	063123-0001
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	11/05/2018

Total Attachments: 19

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **FORTRESS CREDIT CO LLC**, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of November 1, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among CRAFTWORKS RESTAURANTS & BREWERIES, INC., a Delaware corporation (the "Craftworks Borrower"), LOGAN'S RESTAURANTS, INC., a Delaware corporation (the "Logan's Borrower" and, together with the Craftworks Borrower, the "Borrowers"), CRAFTWORKS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the lenders party thereto (the "Lenders") and the Administrative Agent, the Lenders and Issuing Banks have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has, pursuant to a Guaranty and Security Agreement dated as of November 1, 2018 in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), guaranteed the Obligations (as defined in the Credit Agreement) of the Borrowers;

WHEREAS, each Grantor has, pursuant to the Guaranty and Security Agreement, granted a security interest in substantially all of its assets in favor of the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) to secure the payment and performance of the Secured Obligations; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

<u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

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- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and
 - (e) all rights to obtain the foregoing;

provided that notwithstanding any other provision set forth in this Section 2, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Assets (as defined in the Credit Agreement), including any intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under Applicable Law.

- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, each 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.

Very truly yours,

Grantors:

BIG RIVER BREWERIES, INC. GB ACQUISITION, INC. WADSWORTH OLD CHICAGO, INC. WALNUT BREWERY, INC.

Name: Rebecca Fischer

Title: President

CRAFTWORK RESTAURANTS & BREWERIES, INC.

Fischer

By: _____

Name: Hazem Ouf

Title: Chief Executive Officer

LOGAN'S ROADHOUSE, INC.

By:_____

Name: Hazem Ouf

Title: Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each 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.

Very truly yours,

Grantors:

BIG RIVER BREWERIES, INC. GB ACQUISITION, INC. WADSWORTH OLD CHICAGO, INC. WALNUT BREWERY, INC.

CRAFTWORK RESTAURANTS & BREWERIES, INC.

By: _______Name: Hazem Ouf

Title: Chief Executive Officer

LOGAN'S ROADHOUSE, INC.

By: ______ Name: Hazem Ouf

Title: Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED as of the date first above written:

FORTRESS CREDIT TO LLC, as the Administrative

Agent

Ву:.....

Name: Jason Mayor

Title: Authorized Signatory

REEL: 006475 FRAME: 0116

SCHEDULE 1

TRADEMARK REGISTRATIONS

Grantor BIG RIVER BREWERIES, INC. (Tennessee) BIG RIVER BREWERIES, INC. (Tennessee)	Citation Citation RAGTIME TAVERN RAGTIME TAVERN RED BRICK ALE 7880437. RED BREWING WORKS IRON HORSE STOUT BREWING FRESH IN	Application Number 78804159 78804372	Application Date 2/1/2006	Registration Number 3253230 3414579	Registration Date 6/19/2007
	RED BRICK ALE				
BIG RIVER BREWERIES, INC. (Tennessee)	RED BRICK ALE	78804372	2/1/2006	3414579	4/22/2008
	BIG RIVER GRILLE & BREWING WORKS IRON HORSE STOUT BREWED FRESH IN CHATTANOOGA				
BIG RIVER BREWERIES, INC. (Tennessee)		78517727	11/16/2004	3062780	2/28/2006
	SWEET MAGNOLIA AMERICAN BROWN ALE				
BIG RIVER BREWERIES, INC. (Tennessee)	Singool (**)	75931228	2/29/2000	2428447	2/13/2001

BIG RIVER BREWERIES, INC. (Tennessee)	BIG RIVER BREWERIES, INC. (Tennessee)	BIG RIVER BREWERIES, INC. (Tennessee)		BIG RIVER BREWERIES, INC. (Tennessee)	BIG RIVER BREWERIES, INC. (Tennessee)	BIG RIVER BREWERIES, INC. (Tennessee)	BIG RIVER BREWERIES, INC. (Tennessee)	Grantor
AIA ALE WORKS AIA ALE WORKS	BIG RIVER GRILLE & BREWING WORKS	FOR!"	NEW WORLD CUISINE & FRESH BEER A1A ALE WORKS "WORTH CROSSING THE ROAD	SOUTHERN FLYER LIGHT LAGER	SWEET MAGNOLIA	SEVEN BRIDGES GRILLE & BREWERY		Citation SOUTHERN FLYER LIGHT LAGER
88043410	74616449	75161882		75692322	75727353	75727351	75765712	Application Number
7/18/2018	12/29/1994	9/6/1996		4/26/1999	6/18/1999	6/18/1999	8/2/1999	Application Date
	2039664	2237964		2332635	2341256	2557678	2379311	Registration Number
	2/25/1997	4/13/1999		3/21/2000	4/11/2000	4/9/2002	8/22/2000	Registration Date

CRAFTWORKS CRAFTWORKS RESTAURANTS & S178174 BREWERIES, INC. (Delaware) CRAFTWORKS 85178174 11/16/2010 39814	CRAFTWORKS RESTAURANTS & BREWERIES, INC. INC. (Delaware) CRAFTWORKS RESTAURANTS & BREWERIES, INC. 85178184 11/16/2010 39895	CRAFTWORKS RESTAURANTS & BREWERIES, INC. BREWERIES, INC. (Delaware) CRAFTWORKS RESTAURANTS & BREWERIES, INC. 85178180 11/16/2010 39930	BIG RIVER BREWERIES, INC. SEVEN BRIDGES GRILLE & BREWERY 78804421 2/1/2006 31868 BREWERY	BIG RIVER BREWING COMPANY BIG RIVER BREWERIES, INC. (Tennessee) 888 (1988)	BIG RIVER BREWERIES, INC. BIG RIVER 88036757 7/13/2018	Grantor Citation Application Application Registr
10 3981484	10 3989530	10 3993083	6 3186816)7 3581083	<u>∞</u>	tion Registration Number
4 6/21/2011	7/5/2011	3 7/12/2011	5 12/19/2006	3 2/24/2009		tion Registration er Date

GB ACQUISITION, INC. (Tennessee)	GB ACQUISITION, INC. (Tennessee)	GB ACQUISITION, INC. (Tennessee)	GB ACQUISITION, INC. (Tennessee)	GB ACQUISITION, INC. (Tennessee)	GB ACQUISITION, INC. (Tennessee)	Grantor
CHATTANOOGA STEAMER CHATTANOOGA STEAMER	GB TAVERN	MAIBOCK EINBECKER STYLE LAGER GORDON BIERSCH BREWING COMPANY	GORDON BIERSCH			Citation
77823869	85177611	75849919	75849770	76487481	78805142	Application Number
9/10/2009	11/16/2010	11/13/1999	11/13/1999	2/4/2003	2/2/2006	Application Date
3866469	3981450	2577139	2539038	2791007	3192954	Registration Number
10/26/2010	6/21/2011	6/11/2002	2/19/2002	12/9/2003	1/2/2007	Registration Date

LOGAN'S ROADHOUSE, INC. (Tennessee)	LOGAN'S ROADHOUSE, INC. (Tennessee)	LOGAN'S ROADHOUSE, INC. (Tennessee)	GB ACQUISTION, INC. (Tennessee)	GB ACQUISTION, INC. (Tennessee)	GB ACQUISTION, INC. (Tennessee)	GB ACQUISTION, INC. (Tennessee)	Grantor
THE RIGHT WAY TO ROADHOUSE	AMERICAN ROADHOUSE MEALS	LOGAN'S ROADHOUSE	GORDON BIERSCH GARLIC FRIES		GORDON BIERSCH BREWERY RESTAURANT		Citation
86809494	87570047	74291119	75242667	75368778	75849773	75849771	Application Number
11/4/2015	8/15/2017	7/1/1992	2/18/1997	10/6/1997	11/13/1999	11/13/1999	Application Date
5120815	5521410	1874314	2129056	2220305	2467263	2461160	Registration Number
1/10/2017	7/17/2018	1/17/1995	1/13/1998	1/26/1999	7/10/2001	6/19/2001	Registration Date

LOGAN'S ROADHOUSE, INC. (Tennessee)	Grantor				
RAISE THE STEAKS RAISE THE STEAKS	#STEAKWORTHY #STEAKWORTHY	GET NUT-E	NUT-E CLUB	LOGAN'S ROADHOUSE STEAKS RIBS SPIRITS LOGAN'S ROADHOUSE SPIRITS LOGAN'S ROADHOUSE SPIRITS	Citation
86341946	86349618	86634435	86634349	86650987	Application Number
7/18/2014	7/28/2014	5/19/2015	5/19/2015	6/3/2015	Application Date
4692380	4695901	4874282	4912600	4918070	Registration Number
2/24/2015	3/3/2015	12/22/2015	3/8/2016	3/15/2016	Registration Date

LOGAN'S ROADHOUSE, INC. (Tennessee)	Grantor					
ROADIES	LOGAN'S ROADHOUSE		ROADIE		LOGAN'S TWISTED PUNCHES (COGAN'S TWISTED PUNCHES	Citation
78841796	78854005	78864489	77176961	77200179	85418614	Application Number
3/20/2/05/	4/4/2006	4/19/2006	5/9/2007	6/7/2007	9/9/2011	Application Date
3512567	3202110	3352178	3705795	3369044	4142037	Registration Number
10/7/2008	1/23/2007	12/11/2007	11/3/2009	1/15/2008	5/15/2012	Registration Date

(Tennessee)	LOGAN'S ROADHOUSE, INC. (Tennessee) LOGAN'S ROADHOUSE, INC.		LOGAN'S ROADHOUSE, INC. (Tennessee)		LOGAN'S ROADHOUSE, INC. (Tennessee)		LOGAN'S ROADHOUSE, INC. (Tennessee)		LOGAN'S ROADHOUSE, INC. (Tennessee)		Grantor	
THE LOGAN	NABOTAHL	LOGAN'S	LOGAN'S	SOURCEST WOORK TO SEE SEEL.	THE REAL AMERICAN ROADHOUSE	Sure 807	LOGAN'S	BREWSKI ONIONS	BREWSKI ONIONS	ONION BREWSKI	ONION BREWSKI	Citation
78401171	10,001	78641323		78642446		78642025		78764123		78764119		Application Number
4/13/2004		6/1/2005		6/2/2005		6/2/2005		11/30/2005		11/30/2005		Application Date
3077914		3326246		3146919		3419984		3257854		3260238		Registration Number
4/4/2006	411000	10/30/2007		9/19/2006		4/29/2008		7/3/2007		7/10/2007		Registration Date

WADSWORTH OLD CHICAGO, INC. (Colorado)	WADSWORTH OLD CHICAGO, INC. (Colorado)	WADSWORTH OLD CHICAGO, INC. (Colorado)	LOGAN'S ROADHOUSE, INC. (Tennessee)	LOGAN'S ROADHOUSE, INC. (Tennessee)	Grantor
EXPLORER SERIES EXPLORER SERIES	TITAN TOOTHPICKS TITAN TOOTHPICKS	CRAFT BEER AUTHORITY CRAFTBEER AUTHORITY	LOGAN'S ROADHOUSE LOGAN'S ROADHOUSE ROADHOUSE	LOGAN'S ROADHOUSE ACCUSE RIGHUILDUSES	Citation
87009097	87179786	87184777	76481400	78268703	Application Number
4/21/2016	9/22/2016	9/27/2016	1/10/2003	6/30/2003	Application Date
5090839	5199063	5203934	2797192	2934163	Registration Number
11/29/2016	5/9/2017	5/16/2017	12/23/2003	3/15/2005	Registration Date

WADSWORTH OLD CHICAGO, INC. (Colorado)		WADSWORTH OLD CHICAGO, INC. (Colorado)		WADSWORTH OLD CHICAGO, INC. (Colorado)		WADSWORTH OLD CHICAGO, INC. (Colorado)		WADSWORTH OLD CHICAGO, INC. (Colorado)		WADSWORTH OLD CHICAGO, INC. (Colorado)		WADSWORTH OLD CHICAGO, INC. (Colorado)		WADSWORTH OLD CHICAGO, INC. (Colorado)		WADSWORTH OLD CHICAGO, INC. (Colorado)		WADSWORTH OLD CHICAGO, INC. (Colorado)		(Colorado)	WADSWORTH OLD CHICAGO INC	WADSWORTH OLD CHICAGO, INC. (Colorado)		WADSWORTH OLD CHICAGO, INC. (Colorado)		WADSWORTH OLD CHICAGO, INC. (Colorado)		Grantor
	OLD CHICAGO 110 BREWS PASTA & PIZZA	OLD CHICAGO	OLD CHICAGO		OLD CHICAGO PIZZA & TAPROOM CRAFTED SINCE 1976	OH MY SPACHETTI PIE	OH MY SPAGHETTI PIE	BEAT THE LEADER	BEAT THE LEADER	OC REWARDS	OC REWARDS	Citation																
78718504	78784047		85581017		86305151		86409998		86796885		Application Number																	
9/22/2005	1/3/2006		3/27/2012		6/10/2014		9/30/2014		10/22/2015		Application Date																	
3138833	3227182 3138833		4311920		4718351		4738806		5002041		Registration Number																	
4/10/2007 9/5/2006		4/2/2013		4/7/2015		5/19/2015		7/19/2016		Registration Date																		

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WADSWORTH OLD CHICAGO, INC. (Colorado)	WADSWORTH OLD CHICAGO, INC. (Colorado)	WADSWORTH OLD CHICAGO, INC. (Colorado)	WADSWORTH OLD CHICAGO, INC. (Colorado)	WADSWORTH OLD CHICAGO, INC. (Colorado)	WADSWORTH OLD CHICAGO, INC. (Colorado)	WADSWORTH OLD CHICAGO, INC. (Colorado)	Grantor
HALL OF FOAM	OLD CHICAGO	PIZZA PALZ	OLD CHICAGO	OLD CHICAGO WORLD BEER TOUR WORLD BEER TOUR	OLD CHICAGO OLD CHICAGO	WORLD BEER TOUR WORLD BEER TOUR	Citation
75009239	75009223	75009224	75234315	78081976	78448704	78463325	Application Number
10/21/1995	10/21/1995	1/31/1997 10/23/1995 10/21/1995		8/30/2001	7/9/2004	8/6/2004	Application Date
2013606	2066380	2111577	2107495	2931519	3127760	3005859	Registration Number
11/5/1996	6/3/1997	11/11/1997	10/21/1997	3/8/2005	8/8/2006	10/11/2005	Registration Date

WALNUT BREWERY, INC. (Colorado)		WALNUT BREWERY, INC. (Colorado) WALNUT BREWERY, INC.		WALNUT BREWERY, INC. (Colorado)		WALNUT BREWERY, INC. (Colorado)		WADSWORTH OLD CHICAGO, INC. (Colorado)	WADSWORTH OLD CHICAGO, INC. (Colorado)		Grantor
HOP BOMB	НОР ВОМВ	E YOU WANT O DANG MODE. FOR HAVE TO DIMON DE	IF YOU WANT IT DONE RIGHT, YOU HAVE TO BREW IT YOURSELF.	Copyright St	CHOPHOUSE & BREWERY	YVAHDIK YKOL KAZOH	HOPPY TONK HIGHWAY	OLD CHICAGO	OD efficies	OLD CHICAGO FRESH PASTA & PIZZA	Citation
85163536		86335713		86565278		86818451		73201708	73450514		Application Number
10/28/2010		7/14/2014		3/16/2015		11/12/2015		1/29/1979	10/31/1983		Application Date
3985064		4784520		4944259		4946332		1190244	1318691		Registration Number
6/28/2011		8/4/2015		4/26/2016		4/26/2016		2/16/1982	2/5/1985		Registration Date

WALNUT BREWERY, INC. (Colorado)	WALNUT BREWERY, INC. (Colorado)	WALNUT BREWERY, INC. (Colorado)	WALNUT BREWERY, INC. (Colorado)	Grantor			
DENVER CHOPHOUSE & BREWERY	BUFFALO GOLD	FIRE CHIEF ALE	LUMPY DOG	LIQUID SUN	CHICAGO GOLD	ROCK BOTTOM MUG CLUB ROCK BOTTOM MEXICILIB	Citation
76104276	78045177	78052781	78118980	78408099	78475424	77757747	Application Number
8/7/2000	1/26/2001	3/13/2001	4/2/2002	4/26/2004	8/30/2004	6/11/2009	Application Date
2531650	2522797	2573862	2669376	2947995	3011226	3739431	Registration Number
1/22/2002	12/25/2001	5/28/2002	12/31/2002	5/10/2005	11/1/2005	1/19/2010	Registration Date

WALNUT BREWERY, INC. (Colorado)	WALNUT BREWERY, INC. (Colorado)	Grantor									
BIG HORN BITTER	ROCK BOTTOM BREWERY	YOU'VE HIT ROCK BOTTOM	ROCK BOTTOM BREWERY	YOU'VE HIT ROCK BOTTOM	ROCK BOTTOM	ROCK BOTTOM	SING SING	WALNUT BREWERY	ROCK BOTTOM RESTAURANT & BREWERY	ROCK BOTTOM RESTAURANT BREWERY	Citation
74332638	74352623	74352603	75008746	75009240	75010945	75234316	75709564	75709558	75842919	75842914	Application Number
11/19/1992	1/26/1993	1/26/1993	10/20/1995	10/21/1995	10/26/1995	1/31/1997	5/19/1999	5/19/1999	11/5/1999	11/5/1999	Application Date
1788370	1851179	1851178	2008296	2013607	2011910	2191866	2408037	2357333	2423152	2419035	Registration Number
8/17/1993	8/23/1994	8/23/1994	10/15/1996	11/5/1996	10/29/1996	9/29/1998	11/28/2000	6/13/2000	1/23/2001	1/9/2001	Registration Date

RECORDED: 11/05/2018