

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542666

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Center Cut Hospitality, Inc.		09/25/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Cayman Islands Branch of a Swiss Banking corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5388266	CELEBRATING LIFE IN RESTAURANTS	
<b>Registration Number:</b>	4222767	DEL FRISCO'S RESTAURANT GROUP	
<b>Registration Number:</b>	4313694	DFRG	
<b>Registration Number:</b>	5564114	D F R G	
<b>Registration Number:</b>	5564113	D F R G DEL FRISCO'S RESTAURANT GROUP	
<b>Registration Number:</b>	4629526	RARE REWARDS	
<b>Registration Number:</b>	1962699	DEL FRISCO'S	
<b>Registration Number:</b>	5632947	DEL FRISCO'S	
<b>Registration Number:</b>	3260529	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE U.	
<b>Registration Number:</b>	5773010	DEL FRISCO'S DOUBLE EAGLE STEAKHOUSE	
<b>Registration Number:</b>	4320110	DO RIGHT & FEAR NO MAN	
<b>Registration Number:</b>	1958923	DOUBLE EAGLE STEAK HOUSE	
<b>Registration Number:</b>	5222395	SOMM WARS	
<b>Registration Number:</b>	5222584	SOMM WARS	
<b>Registration Number:</b>	4272729	DEL FRISCO'S GRILLE	
<b>Registration Number:</b>	4578786	DEL FRISCO'S GRILLE	
<b>Registration Number:</b>	4354375	DEL FRISCO'S GRILLE	
<b>Registration Number:</b>	4288462	DO RIGHT & FEED EVERY MAN	
<b>Registration Number:</b>	4267007	MEAT UP, DRINK UP. DEL FRISCOS'S GRILLED	

CH \$515.00 5388266

Property Type	Number	Word Mark
Serial Number:	88462889	DEL FRISCO'S GRILLE

**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

<b>ATTORNEY DOCKET NUMBER:</b>	030786-0945
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru
<b>SIGNATURE:</b>	/s/ Angela M. Amaru
<b>DATE SIGNED:</b>	09/26/2019

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 25, 2019, (this “Agreement”), among each of the signatories hereto indicated as a Grantor (each, a “Grantor” and collectively, the “Grantors”) in favor of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent (in such capacity and together with its successors and assigns in such capacity, the “Collateral Agent”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain Pledge and Security Agreement, dated as of September 25, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the Credit Agreement described below) in accordance with the terms and conditions under that certain Credit Agreement, dated as of September 22, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among Harlan Merger Sub, Inc., a Delaware corporation, and following the consummation of the Acquisition and the Merger, Del Frisco’s Restaurant Group, Inc., a Delaware corporation, and Harlan Parent, LLC, a Delaware limited liability company, the lenders from time to time party thereto (the “Lenders”) and Credit Suisse AG, Cayman Islands Branch, as administrative agent for the Lenders and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.02 and 5.12 of the Credit Agreement, the parties hereto agree as follows:

**Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

**Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of its Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right and title to and interest in all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

all trademark rights throughout the world, including the following: (a) all trademarks (including service marks), common law marks, trade names, trade dress, Domain Names, corporate names and logos, slogans and other indicia of origin under the Requirements of Law of any jurisdiction in the world, and the registrations and applications for registration thereof and all goodwill of the business symbolized by the foregoing, and including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing (“Trademarks”), , but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, or “Amendment to Allege Use” with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

all patents and patent applications throughout the world, including the patents and patent applications in the United States Patent and Trademark Office listed on Schedule II hereto, all

inventions described and claimed therein, all reissues, divisions, continuations, continuations-in-part, renewals, extensions and continuations in part thereof, all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof, all rights to sue for past, present, and future infringements thereof, and all rights corresponding to any of the foregoing;

all copyrights throughout the world, including the following: (a) all rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations, copyright applications and other rights in works of authorship (including all copyrights embodied in software), including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

**Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**BARTECA RESTAURANTS, LLC**

By:   
Name: Steven Bratton  
Title: Treasurer

**CENTER CUT HOSPITALITY, INC.**


By: \_\_\_\_\_  
Name: Ian Baines  
Title: President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**BARTECA RESTAURANTS, LLC**

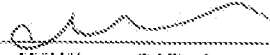
By: \_\_\_\_\_  
Name: Steven Bratton  
Title: Treasurer

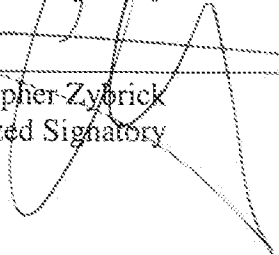
**CENTER CUT HOSPITALITY, INC.**

By:  \_\_\_\_\_  
Name: Ian Baines  
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as the Collateral Agent

By:   
Name: William O'Daly  
Title: Authorized Signatory

By:   
Name: Christopher Zybrick  
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006755 FRAME: 0441**


SCHEDULE I

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Title	Application No. / Registration No.	Filing Date / Issue Date	Owner/Assignee	Status
BARCELONA (Stylized)  <b>barcelona</b>	4725712	04/28/15	Barteca Restaurants, LLC	Registered
Design Only (Circle Design)  	3790015	05/18/10	Barteca Restaurants, LLC	Registered
BARTACO	4352284	06/18/13	Barteca Restaurants, LLC	Registered
BARTACO (& Design)  	4352285	06/18/13	Barteca Restaurants, LLC	Registered
CELEBRATING LIFE IN RESTAURANTS	5388266	01/23/18	Center Cut Hospitality, Inc.	Registered
DEL FRISCO'S RESTAURANT GROUP	4222767	10/09/12	Center Cut Hospitality, Inc.	Registered
DFG	88036379	07/13/18	Center Cut Hospitality, Inc.	Allowed ITU
DFRG	4313694	04/02/13	Center Cut Hospitality, Inc.	Registered
DFRG (& Square Design)  	5564114	09/18/18	Center Cut Hospitality, Inc.	Registered
DFRG DEL FRISCO'S RESTAURANT GROUP (& Design)  	5564113	09/18/18	Center Cut Hospitality, Inc.	Registered
RARE REWARDS	4629526	10/28/14	Center Cut Hospitality, Inc.	Registered
DEL FRISCO'S	88069895	08/08/18	Center Cut Hospitality, Inc.	Application ITU



Title	Application No. / Registration No.	Filing Date / Issue Date	Owner/Assignee	Status
DEL FRISCO'S	1962699	03/19/96	Center Cut Hospitality, Inc.	Registered
DEL FRISCO'S	5632947	12/18/18	Center Cut Hospitality, Inc.	Registered
DEL FRISCO'S DOUBLE EAGLE	88069938	08/08/18	Center Cut Hospitality, Inc.	Application ITU
DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE U.S.D.A. PRIME (& Design) 	3260529	07/10/07	Center Cut Hospitality, Inc.	Registered
DEL FRISCO'S DOUBLE EAGLE STEAKHOUSE	5773010	06/11/19	Center Cut Hospitality, Inc.	Registered
DO RIGHT & FEAR NO MAN	4320110	04/16/13	Center Cut Hospitality, Inc.	Registered
DOUBLE EAGLE STEAK HOUSE	1958923	02/27/96	Center Cut Hospitality, Inc.	Registered
SOMM WARS	5222395	06/13/17	Center Cut Hospitality, Inc.	Registered
SOMM WARS (& Design) 	5222584	06/13/17	Center Cut Hospitality, Inc.	Registered
THE EDITH	88196764	11/16/18	Center Cut Hospitality, Inc.	Application ITU
DEL FRISCO'S GRILLE	4272729	01/08/13	Center Cut Hospitality, Inc.	Registered
DEL FRISCO'S GRILLE	88462889	6/6/19	Center Cut Hospitality, Inc.	Application
DEL FRISCO'S GRILLE (& Circle Design) 	4578786	08/05/14	Center Cut Hospitality, Inc.	Registered
DEL FRISCO'S GRILLE (& Design) 	4354375	06/18/13	Center Cut Hospitality, Inc.	Registered
DO RIGHT & FEED EVERY MAN	4288462	02/12/13	Center Cut Hospitality, Inc.	Registered
MEAT UP. DRINK UP. DEL FRISCO'S GRILLE DFG DEL FRISCO'S (& Design)	4267007	01/01/13	Center Cut Hospitality, Inc.	Registered

Title	Application No. / Registration No.	Filing Date / Issue Date	Owner/Assignee	Status
				

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

None

SCHEDULE III

COPYRIGHTS

U.S. REGISTRATIONS AND APPLICATIONS

<b>Title</b>	<b>Application No. / Registration No.</b>	<b>Filing Date / Issue Date</b>	<b>Owner/Assignee</b>	<b>Status</b>
DFG Wine Label	1-7801471561	06/19/19	Center Cut Hospitality, Inc.	Application
DEL FRISCO'S DOUBLE EAGLE Wine Label	1-7801471588	06/19/19	Center Cut Hospitality, Inc.	Application