

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547250

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Center Cut Hospitality, Inc.		10/30/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</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>	4288462	DO RIGHT & FEED EVERY MAN	
<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>	4267007	MEAT UP, DRINK UP. DEL FRISCOS'S GRILLED	

CH \$590.00 5388266

Property Type	Number	Word Mark
Serial Number:	88036379	DFG
Serial Number:	88069895	DEL FRISCO'S
Serial Number:	88196764	THE EDITH
Serial Number:	88462889	DEL FRISCO'S GRILLE

**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.*

**Phone:** 2136207848  
**Email:** iprecordations@whitecase.com  
**Correspondent Name:** Justine Lu/White & Case LLP  
**Address Line 1:** 555 South Flower Street, 2700  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>ATTORNEY DOCKET NUMBER:</b>	1155735-0025-S216
<b>NAME OF SUBMITTER:</b>	Justine Lu
<b>SIGNATURE:</b>	/Justine Lu/
<b>DATE SIGNED:</b>	10/30/2019

**Total Attachments: 10**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 30<sup>th</sup> day of October, 2019, by **CENTER CUT HOSPITALITY, INC.** (“Grantor”), a Delaware corporation with offices at 1510 West Loop South, Houston, Texas 77027 and **JEFFERIES FINANCE LLC** (“Jefferies Finance”), a Delaware limited liability company with offices at 520 Madison Avenue, New York, NY 10022, in its capacity as agent for the Lender Group and the Bank Project Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of October 4, 2016 (as amended by that certain First Amendment to Credit Agreement, dated as of April 12, 2017, and that certain Second Amendment to Credit Agreement, dated as of September 26, 2017, that certain Third Amendment to Credit Agreement, dated as of April 17, 2018, that certain Fourth Amendment to Credit Agreement, dated as of the date first written above, and as further amended, restated, supplemented, modified, renewed or extended from time to time, the “Credit Agreement”), among Parent (as defined in Schedule 1.1 to the Credit Agreement), Borrower (as defined in Schedule 1.1 to the Credit Agreement), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), Jefferies Finance, Deutsche Bank Securities Inc., Citigroup Global Markets Inc., Coöperatieve Rabobank U.A., New York Branch, KeyBanc Capital Markets Inc. and Citizens Bank, N.A., as joint bookrunners, Jefferies Finance, Deutsche Bank Securities Inc., Citigroup Global Markets Inc., Coöperatieve Rabobank U.A., New York Branch, KeyBanc Capital Markets Inc. and Citizens Bank, N.A., as joint lead arrangers, Agent and the other parties thereto, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated Security Agreement, dated as of October 4, 2016 and as amended and restated as of September 26, 2017 (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented, modified, renewed or extended, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses (to the extent such Trademark Intellectual Property Licenses do not constitute Excluded Collateral) to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License (to the extent such Trademark Intellectual Property Licenses do not constitute Excluded Collateral); and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any

inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or trademark registrations or applications for such registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder" and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. Any reference herein to the satisfaction, repayment or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would

or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record

8. GOVERNING LAW.

(a) **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8(c) AND UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

(b) **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, BOROUGH OF MANHATTAN, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY GRANTOR, ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH GRANTOR, COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8(b).**

(c) **THE VALIDITY OF SECTION 2 OF THIS AGREEMENT, SOLELY WITH RESPECT TO THE GRANT OF A CONTINUING SECURITY INTEREST IN PERMITS OR LICENSES THAT ARE SUBJECT TO REGULATION BY OR CONSENT OF ANY GOVERNMENTAL AUTHORITY (INCLUDING LIQUOR LICENSES AND FRANCHISES AND GAMING LICENSES), THE CONSTRUCTION, INTERPRETATION AND ENFORCEMENT THEREOF AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT THERETO SHALL BE DETERMINED UNDER,**

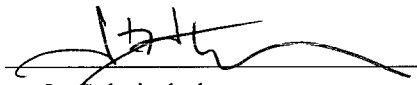
**GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.**

**(d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**CENTER CUT HOSPITALITY, INC.,** as  
Grantor

By:   
Steven L. Scheinthal  
Vice President and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006783 FRAME: 0010**



**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**JEFFERIES FINANCE LLC**




By:   
Name: Brian Buoye  
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006783 FRAME: 0011**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

No.	Trademark	App. No./App Date	Reg. No./ Reg. Date.	Status	Owner
1.	CELEBRATING LIFE IN RESTAURANTS	87344191 21-Feb-2017	5388266 23-Jan-2018	Registered	Center Cut Hospitality, Inc.
2.	DEL FRISCO'S RESTAURANT GROUP	85333927 31-May-2011	4222767 09-Oct-2012	Registered	Center Cut Hospitality, Inc.
3.	DFG	88036379 13-Jul-2018	--	Allowed	Center Cut Hospitality, Inc.
4.	DFRG	85333917 31-May-2011	4313694 02-Apr-2013	Registered	Center Cut Hospitality, Inc.
5.	DFRG (& Square Design) 	87704852 01-Dec-2017	5564114 18-Sep-2018	Registered	Center Cut Hospitality, Inc.
6.	DFRG DEL FRISCO'S RESTAURANT GROUP (& Design) 	87704834 01-Dec-2017	5564113 18-Sep-2018	Registered	Center Cut Hospitality, Inc.
7.	RARE REWARDS	86008063 11-Jul-2013	4629526 28-Oct-2014	Registered	Center Cut Hospitality, Inc.
8.	DEL FRISCO'S	88069895 08-Aug-2018	--	Pending	Center Cut Hospitality, Inc.
9.	DEL FRISCO'S	74506557 29-Mar-1994	1962699 19-Mar-1996	Registered	Center Cut Hospitality, Inc.
10.	DEL FRISCO'S	87915725 10-May-2018	5632947 18-Dec-2018	Registered	Center Cut Hospitality, Inc.
11.	DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE U.S.D.A. PRIME (& Design) 	78856909 07-Apr-2006	3260529 10-Jul-2007	Registered	Center Cut Hospitality, Inc.
12.	DEL FRISCO'S DOUBLE EAGLE STEAKHOUSE	87904010 02-May-2018	5773010 11-Jun-2019	Registered	Center Cut Hospitality, Inc.

No.	Trademark	App. No./App Date	Reg. No./ Reg. Date.	Status	Owner
13.	DEL FRISCO'S GRILLE (& Design) 	88462889 06-Jun-2019	--	Pending	Center Cut Hospitality, Inc.
14.	DO RIGHT & FEED EVERY MAN	85643160 05-Jun-2012	4288462 12-Feb-2013	Registered	Center Cut Hospitality, Inc.
15.	DO RIGHT & FEAR NO MAN	85643181 05-Jun-2012	4320110 16-Apr-2013	Registered	Center Cut Hospitality, Inc.
16.	DOUBLE EAGLE STEAK HOUSE	74662843 19-Apr-1995	1958923 27-Feb-1996	Registered	Center Cut Hospitality, Inc.
17.	SOMM WARS	87223865 02-Nov-2016	5222395 13-Jun-2017	Registered	Center Cut Hospitality, Inc.
18.	SOMM WARS (& Design) 	87226246 04-Nov-2016	5222584 13-Jun-2017	Registered	Center Cut Hospitality, Inc.
19.	THE EDITH	88196764 16-Nov-2018	--	Pending	Center Cut Hospitality, Inc.
20.	DEL FRISCO'S GRILLE	85211187 05-Jan-2011	4272729 08-Jan-2013	Registered	Center Cut Hospitality, Inc.
21.	DEL FRISCO'S GRILLE (& Circle Design) 	86014236 18-Jul-2013	4578786 05-Aug-2014	Registered	Center Cut Hospitality, Inc.
22.	DEL FRISCO'S GRILLE (& Design) 	85211172 05-Jan-2011	4354375 18-Jun-2013	Registered	Center Cut Hospitality, Inc.
23.	MEAT UP. DRINK UP. DEL FRISCO'S GRILLE DFG DEL FRISCO'S (& Design)	85496333 15-Dec-2011	4267007 01-Jan-2013	Registered	Center Cut Hospitality, Inc.  Declaration of Use was filed June 19, 2019

No.	Trademark	App. No./App Date	Reg. No./ Reg. Date.	Status	Owner
	