

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortress Credit Co LLC		11/13/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Landry's Trademark, Inc.		
Street Address:	1510 W. Loop South		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3242914	NEWPORT SEAFOOD GRILL	
Registration Number:	2994502	HENRY'S 12TH STREET TAVERN	
Registration Number:	2968727	HENRY'S 12TH STREET TAVERN AMERICAN BAR	
Registration Number:	2804917	PORTLAND CITY GRILL	
Registration Number:	2740747	MANZANA ROTISSERIE GRILL	
Registration Number:	1805608	BILLY HEARTBEATS	
Registration Number:	1735425	STANFORD'S RESTAURANT & BAR	
Registration Number:	1357372	NEWPORT BAY RESTAURANT SEAFOOD-BROILER	
Registration Number:	1286602	NEWPORT BAY RESTAURANT	
Registration Number:	1374316	WHERE FRESH SEAFOOD COMES ASHORE	
Registration Number:	1317422	CUTTERS	
Registration Number:	0966737	HORATIO'S	
Registration Number:	1827821	KINCAID'S	
Registration Number:	1732203	PALISADE	
Registration Number:	2008261	PALOMINO	
Registration Number:	1626442	PALOMINO	
Registration Number:	2246460	RESTAURANTS UNLIMITED	
Registration Number:	1150718	SIMON & SEAFORT'S	
Registration Number:	3259686	CUTTERS POINT	
TRADEMARK			

CH \$615.00 3242914

Property Type	Number	Word Mark
Registration Number:	3283645	FONDI
Registration Number:	3276983	FONDI
Registration Number:	3280742	FONDI PIZZERIA SENZA PARI
Registration Number:	3280743	FONDI PIZZERIA SENZA PARI
Registration Number:	1160427	SIMON & SEAFORT'S SALOON & GRILL

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@huntonak.com

Correspondent Name: Erika Robinson

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

Address Line 2: c/o Hunton Andrews Kurth LLP

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER: Erika Robinson

SIGNATURE: /ErikaRobinson/

DATE SIGNED: 11/14/2019

Total Attachments: 3

source=RUI - Release of Security Interest in Trademarks (Execution Version)#page1.tif

source=RUI - Release of Security Interest in Trademarks (Execution Version)#page2.tif

source=RUI - Release of Security Interest in Trademarks (Execution Version)#page3.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this “**Release**”) is made as of November 13, 2019, by **FORTRESS CREDIT CO LLC**, in its capacity as agent for certain secured parties under the security agreements referred to below (in such capacity, as successor agent to General Electric Capital Corporation (the “**Second Agent**”), as successor agent to Cratos Capital Management, LLC (the “**Original Agent**”), the “**Agent**”), in favor of **RESTAURANTS UNLIMITED, INC.**, a Minnesota corporation (“**Grantor**”).

WHEREAS, reference is hereby made to (a) that certain Amended and Restated Trademark Collateral Security and Pledge Agreement, dated as of August 27, 2009, executed by Grantor in favor of the Original Agent and recorded in the records of the United States Patent and Trademark Office on August 28, 2009 at Reel/Frame 004054/0316, (b) that certain Second Amended and Restated Trademark Collateral Security and Pledge Agreement, dated as of May 21, 2010, executed by Grantor in favor of the Second Agent and recorded in the records of the United States Patent and Trademark Office on May 26, 2010 at Reel/Frame 004213/0515, and (c) that certain Assignment of Security Interest in Certain Trademarks, dated as of July 31, 2013, executed by the Second Agent in favor of the Agent and consented to by Grantor and recorded in the records of the United States Patent and Trademark Office on August 2, 2013 at Reel/Frame 005083/0781;

WHEREAS, pursuant to the above referenced security agreements, Grantor granted to the Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under those trademarks set forth on Schedule A hereto (collectively, the “**Trademark Collateral**”); and

WHEREAS, pursuant to (i) that certain Order (A) Approving Asset Purchase Agreement and Authorizing the Sale of Assets of the Debtors Outside the Ordinary Course of Business, (B) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, (C) Authorizing the Assumption and Sale and Assignment of Certain Executory Contracts and Unexpired Leases, and (D) Granting Related Relief entered by the United States Bankruptcy Court for the District of Delaware on September 25, 2019 [Docket No. 231] (the “**363 Sale Order**”), and (ii) that certain Asset Purchase Agreement, dated as of August 27, 2019 (as amended, restated, supplemented or otherwise modified), by and among Landry’s, LLC, Grantor and the other parties thereto, Grantor transferred all of the Trademark Collateral free and clear of all security interests and liens.

Subject to the terms of the 363 Sale Order, the Agent hereby (i) terminates and releases all security interests and continuing liens granted by Grantor in favor of the Agent in the Trademark Collateral; (ii) assigns, transfers and delivers to Grantor all of its right, title and interest in and to the Trademark Collateral to the extent that any such right, title and interest exists as of the date hereof; (iii) authorizes Grantor or its designee to make filings with the United States Patent and Trademark Office and to take further actions necessary to evidence the release and termination of the Agent’s security interests in and liens on the Trademark Collateral; and (iv) authorizes the governing body of the United States Patent and Trademark Office to record this Release.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its authorized officer as of the date first written above.

FORTRESS CREDIT CO LLC, as the Agent

By: _____

Name:

Title:

**CONSTANTINE M. DAKOLIAS
PRESIDENT**

SCHEDULE A

Trademark	Serial Number	Filing Date	Registration Number
Newport Seafood Grill	78/517706	11/16/2004	3242914
Harry's 12th Street Tavern	78/359371	01/29/2004	2994502
Henry's 12th Street Tavern American Bar & Grill	78/359368	01/29/2004	2968727
Portland City Grill	78/206570	01/23/2003	2804917
Manzana Rotisserie Grill	76/293220	07/31/2001	2740747
Billy Heartbeats	74/328388	11/05/1992	1805608
Stanford's Restaurant & Bar	74/055945	05/04/1990	1735425
Newport Bay Restaurant Seafood Broiler (and Design)	73/521665	02/11/1985	1357372
Newport Bay Restaurant	73/422089	04/18/1983	1286602
Where Fresh Seafood Comes Ashore	73/501297	09/24/1984	1374316
Cutters	73/481348	05/21/1984	1317422
Horatio's	72/431342	07/31/1972	966737
Kincaid's	74/278219	05/20/1992	1827821
Palisade	74/139742	02/15/1991	1732203
Palomino	75/006255	10/16/1995	2008261
Palomino & Design	74/031399	02/21/1990	1626442
Restaurants Unlimited & Design	75/217285	12/20/1996	2246460
Simon & Seafort's	73/216488	05/21/1979	1150718
Cutter's Point	76/420851	06/13/2002	3259686
Fondi	78/662318	07/01/2005	3283645
Fondi	78/662322	07/01/2005	3276983
Fondi Pizzeria Senza Pari & Design	78/720809	09/26/2005	3280742
Fondi Pizzeria Senza Pari & Design	78/720833	09/26/2005	3280743
Simon & Seafort's Saloon & Grill (Design)	73/216487	05/21/1979	1160427