# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM557567

**NATURE OF CONVEYANCE:** Trademark Security Agreement Supplement

#### **CONVEYING PARTY DATA**

| Name                                     | Formerly | Execution Date | Entity Type           |
|--|----------|----------------|-----------------------|
| Logan's Roadhouse, Inc.                  |          | 01/14/2020     | Corporation: DELAWARE |
| Craftworks Restaurants & Breweries, Inc. |          | 01/14/2020     | Corporation: DELAWARE |
| Wadsworth Old Chicago, Inc.              |          | 01/14/2020     | Corporation: DELAWARE |

#### RECEIVING PARTY DATA

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

## **PROPERTY NUMBERS Total: 5**

| Property Type  | Number   | Word Mark           |
|----------------|----------|---------------------|
| Serial Number: | 88509671 | LOGAN'S LOVE        |
| Serial Number: | 88509698 | LOGAN'S LOVE        |
| Serial Number: | 88593699 | CRAFTWORKS HOLDINGS |
| Serial Number: | 88593703 | CRAFTWORKS HOLDINGS |
| Serial Number: | 88696795 | WICKED ELF          |

## **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.

erobinson@huntonak.com Email:

Correspondent Name: Erika Robinson

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

Address Line 2: c/o Hunton Andrews Kurth LLP Address Line 4: Atlanta, GEORGIA 30308

| NAME OF SUBMITTER: | Erika Robinson |
|--------------------|----------------|

| SIGNATURE:   | /ErikaRobinson/ |
|--------------|-----------------|
| DATE SIGNED: | 01/15/2020      |

## **Total Attachments: 4**

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#### TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of January 14, 2020 (this "<u>Trademark Security Agreement Supplement</u>"), by each of the entities listed on the signature pages hereof (each, a "<u>Grantor</u>") in favor of Fortress Credit Co LLC ("<u>Fortress</u>"), as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "<u>Administrative Agent</u>") for the Secured Parties.

Reference is made to that certain Guaranty and Security Agreement, dated as of November 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Credit Parties (as defined in the Credit Agreement (as defined below)) party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined below) subject to the terms and conditions set forth in that certain 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, inter alios, 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. Consistent with the requirements set forth in Sections 6.1 and 8.17 of the Credit Agreement, the Grantors and the Administrative Agent have entered into that certain Trademark Security Agreement, dated as of November 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"). Under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and have agreed, consistent with the requirements of Section 5.6 of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

- SECTION 1. *Terms*. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.
- SECTION 2. Grant of Security Interest. 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, each Grantor, pursuant to the Security Agreement, did and hereby does mortgage, pledge and hypothecate to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the "Additional Trademark Collateral"):
- (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;

<u>provided</u> that notwithstanding any other provision set forth in this Section 2, the security interest evidenced by this Trademark Security Agreement Supplement 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 interests granted pursuant to this Trademark Security Agreement Supplement are granted in conjunction with security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to security interests in the Additional Trademark Collateral 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.

SECTION 4. Governing Law. This Trademark Security Agreement Supplement 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 Trademark Security Agreement Supplement as of the day and year first above written.

LOGAN'S ROADHOUSE, INC.

CRAFTWORKS RESTAURANTS & BREWERIES,

INC.

WADSWORTH OLD CHICAGO, INC.

Bv:

Name: Mazem Ouf

Title: President

## SCHEDULE 1

# **TRADEMARKS**

None.

## TRADEMARK APPLICATIONS

| APPLICANT                                | APPLICATION NO | TRADEMARK           |
|--|----------------|---------------------|
| Logan's Roadhouse, Inc.                  | 88509671       | Logan's Love        |
| Logan's Roadhouse, Inc.                  | 88509698       | Logan's Love        |
| Craftworks Restaurants & Breweries, Inc. | 88593699       | Craftworks Holdings |
| Craftworks Restaurants & Breweries, Inc. | 88593703       | Craftworks Holdings |
| Wadsworth Old Chicago, Inc.              | 88696795       | Wicked Elf          |

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RECORDED: 01/15/2020 REEL: 006838 FRAME: 0099