

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM560443

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HRI Holdings, LLC		02/04/2020	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3056361	CALIFORNIA MASHERS
Registration Number:	4663763	FEED YOUR LIFESTYLE
Registration Number:	4362660	FOODY CALL
Registration Number:	2274633	H
Registration Number:	3040743	H
Registration Number:	3127861	H-LIST
Registration Number:	4257260	H-LISTED
Registration Number:	3011726	HOULI
Registration Number:	1835780	HOULIHAN'S
Registration Number:	2018664	HOULIHAN'S
Registration Number:	2285522	HOULIHAN'S
Registration Number:	1050344	HOULIHAN'S OLD PLACE
Registration Number:	1130582	HOULIHAN'S OLD PLACE
Registration Number:	3358755	HOULIHAN'S RESTAURANT + BAR
Registration Number:	2527341	BRAXTON SEAFOOD GRILL
Registration Number:	1566527	BRAXTON SEAFOOD GRILL
Registration Number:	3276715	LIVE FULL
Registration Number:	2983852	NLINE
Registration Number:	4911971	PLATE IT FORWARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5836136	MAKE ROOM FOR TRUMAN
Registration Number:	5836138	MRFT
Serial Number:	88263878	MAKE SLOW COOKING COOL AGAIN
Registration Number:	5836137	MRFT MAKE ROOM FOR TRUMAN KITCHEN SOCIAL
Registration Number:	4568568	THE SINK

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

ATTORNEY DOCKET NUMBER:	1155735-0025-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	02/04/2020

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 4th day of February, 2020, by **HRI HOLDINGS, LLC** (“Grantor”), a Texas limited liability company 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 Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

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 October 30, 2019 and that certain Fifth 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.

HRI HOLDINGS, LLC, as Grantor

By: 

Name: Steven L. Scheinthal

Title: Vice President and Secretary

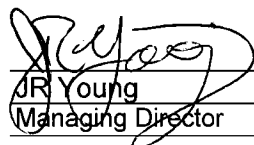
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006856 FRAME: 0319

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

JEFFERIES FINANCE LLC

By: 
Name: J.R. Young
Title: Managing Director

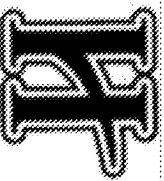

SCHEDULE I

to


TRADEMARK SECURITY AGREEMENT


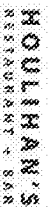
Trademark Registrations/Applications

Trademarks

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
CALIFORNIA MASHERS	31-Jan-2006	3056361	Registered	29	Prepared cauliflower-based entree	U.S.	
FEED YOUR LIFESTYLE	30-Dec-2014	4663763	Registered	43	Restaurant Services	U.S.	
FOODY CALL	09-July-2013	4362660	Registered	43	Restaurant Services	U.S.	
H (STYLLIZED)	31-Aug-1999	2274633	Registered	43	Restaurant and bar services	U.S.	
H (STYLLIZED)	10-Jan-2006	3040743	Registered	43	Restaurant services, bar services, take-out restaurant services	U.S.	
H LIST	08-Aug-2006	3127861	Registered	43	Restaurant services, bar services	U.S.	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
H-LISTED	11-Dec-2012	4257260	Registered	41, 42	(Int'l Class: 41) Entertainment services in the nature of presenting live musical performances; providing a website that gives users information about musical performers	U.S.	
					(Int'l Class: 42) Providing a website portal that allows users to purchase downloadable music		
HOULI	01-Nov-2005	3011726	Registered	43	Restaurant and bar services	U.S.	
HOULIHAN'S	10-May-1994	1835780	Registered	42*	Restaurant and bar services	U.S.	
HOULIHAN'S	26-Nov-1996	2018664	Registered	29, 30	(Int'l Class: 29) Prepared entrees consisting primarily of meat,	U.S.	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
					fish, poultry or vegetables; prepared appetizers consisting primarily of meat, fish, poultry or vegetables; soups, garden salads, vegetable salads (Int'l Class: 30) Prepared entrees consisting primarily of pasta; sandwiches; desserts, namely cheesecake, pies, brownies, and cakes		
HOULIHAN'S (STYLIZED)	12-Oct-1999	2285522	Registered	42*	Restaurant and bar services	U.S.	
HOULIHAN'S OLD PLACE	12-Oct-1976	1050344	Registered	42*	Restaurant services	U.S.	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
HOULIHAN'S OLD PLACE AND DESIGN	05-Feb-1980	1130582	Registered	42*	Restaurant services	U.S.	
HOULIHAN'S RESTAURANT + BAR & Design	25-Dec-2007	3358755	Registered	43	Restaurant and bar services	U.S.	
HOULIHAN'S	04-May-2007	686926	Registered	N/A	Restaurant and bar services	Canada	
HOULIHAN'S	15-August-1996	85346	Registered	42*	Restaurant, bar and café services	Dominican Republic	
HOULIHAN'S	24-August-1998	0139741	Registered	42*	Restaurant, bar and café services	Europe	
HOULIHAN'S	06-August-1998	584619	Registered	42*	Restaurant, bar and café services	Mexico	
BRAXTON SEAFOOD GRILL	08-Jan-2002	2527341	Registered	42*	Restaurant services	U.S.	
BRAXTON SEAFOOD GRILL AND DESIGN	14-Nov-1989	1566527	Registered	42*	Restaurant services	U.S.	
LIVE FULL	07-Aug-2007	3276715	Registered	43	Restaurant and bar	U.S.	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
					services		
NLINE	09-Aug-2005	2983852	Registered	09	Computer software for food and beverage costing and inventory management	U.S.	
PLATE IT FORWARD	08-Mar-2016	4911971	Pending	36, 43	(036) – Charitable fundraising services by means of sharing proceeds from sale of food and drink at restaurants with not-for-profit organizations (043) – Restaurant and bar services	U.S.	
MAKE ROOM FOR TRUMAN	13-August-2019	5836136	Registered	42*	Restaurant, bar and café services	U.S.	
MAKE SLOW COOKING COOL AGAIN	16-January-2019	88263878	Registered	42*	Restaurant, bar and café services	U.S.	
MRFT (& DESIGN)	13-August-2019	5836138	Registered	42*	Restaurant, bar and café services	U.S.	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
MRF T MAKE ROOM FOR TRUMAN KITCHEN SOCIAL BAR (& DESIGN)	13-August-2019	5836137	Registered	42*	Restaurant, bar and café services	U.S.	
THE SINK	15-July-2014	4568568	Registered	42	Providing a website featuring online non-downloadable software for use in personnel scheduling management in the restaurant industries	U.S.	