

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM570487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LNY PLM, LLC		04/03/2020	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: 13			
Property Type	Number	Word Mark	
Registration Number:	4597380	PALM RESTAURANT	
Registration Number:	3881828	PRIME BITES	
Registration Number:	2800296	837 CLUB	
Registration Number:	2464888	PALM PAK	
Registration Number:	2311431	PALM	
Registration Number:	2314101	PALM RESTAURANT	
Registration Number:	2311432	PALM	
Registration Number:	3864862	PALM BAR & GRILLE	
Registration Number:	4225290	THE ORIGINAL COOL	
Registration Number:	4229759		
Registration Number:	3958131	PALM RESTAURANT	
Registration Number:	3958130	PALM	
Registration Number:	3962129	PALM	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	212-819-2655		
Email:	iprecordations@whitecase.com		
TRADEMARK			

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Correspondent Name: Peter Giovine/White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1155735-0025-BC15

NAME OF SUBMITTER: Peter Giovine

SIGNATURE: /Peter Giovine/

DATE SIGNED: 04/03/2020

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 3rd day of April, 2020, by **LNY PLM, 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 February 4, 2020, 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 Grantor 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, Grantor is 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, 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. 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 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 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 Grantor, 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 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. 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 Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor’s obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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 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 GRANTOR, COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND 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).

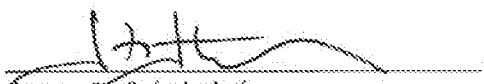
(c) THE VALIDITY OF SECTION 2 OF THIS AGREEMENT, SOLELY WITH RESPECT TO THE GRANT OF A CONTINUING SECURITY INTEREST IN PERMITS OR LICENSES THAT ARE SUBJECT TO REGULATION BY OR CONSENT OF ANY GOVERNMENTAL AUTHORITY (INCLUDING LIQUOR LICENSES AND FRANCHISES AND GAMING LICENSES), THE CONSTRUCTION, INTERPRETATION 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 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 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.

LNY PLM, LLC, as Grantor

By: 
Name: Steven L. Scheinthal
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

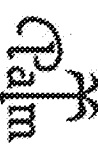


JEFFERIES FINANCE LLC






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



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications


Trademarks




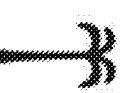

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
PALM with Tree Design	17-FEB-1983	388856	Registered	29 30	Gourmet Foods	Benelux	
THE PALM	9-FEB-1990	478364	Registered	43	Restaurant Services	Benelux	
PALM	11-APR-2005	637058	Registered	43	Restaurant Services	Canada	
THE PALM with Tree Design	31-MAR-2005	636498	Registered	43	Restaurant Services	Canada	
PALM RESTAURANT with Tree Design in Circle	16-APR-2007	932896	Registered	43	Restaurant Services	China	


Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
PALM RESTAURANT with Tree Design in Circle	16-APR-2007	932896	Registered	43	Restaurant Services	ETUM	
PALM RESTAURANT with Tree Design in Circle	07-JAN-1993	1223825	Registered	43	Restaurant Services	France	
PALM with Tree Design	16-FEB-1984	1059764	Registered	43	Restaurant Services	Germany	
PALM RESTAURANT with Tree Design in Circle	21-JAN-2008	301035927	Registered	43	Restaurant Services	Hong Kong	
THE PALM	12-JAN-2008	301035918	Registered	43	Restaurant Services	Hong Kong	
PALM with Tree Design	14-APR-1986	1530631 W/AS 1043567	Registered	42	Restaurant Services	Italy	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
THE PALM in Katakana Characters	31-JUL-1996	3177606	Registered	42	Restaurant Services	Japan	
PALM RESTAURANT with Tree Design in Circle	16-APR-2007	932896	Registered	43	Restaurant Services	Japan	
THE PALM	31-JUL-1996	3177605	Registered	43	Restaurant Services	Japan	
PALM RESTAURANT with Tree Design in Circle	03-JAN-2008	30235	Registered	43	Restaurant Services	Macau	
THE PALM	25-FEB-2008	31256	Registered	43	Restaurant Services	Macau	
THE PALM	12-NOV-1990	386263	Registered	42	Restaurant Services	Mexico	
NEW YORK PALM	29-NOV-1996	538056	Registered	43	Restaurant Services	Mexico	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
PALM BAR & GRILLE with Tree Design in Circle	30-JUN-2008	1048172	Registered	43	Restaurant Services	Mexico	
PALM with Tree Design	13-SEP-1994	473303	Registered	43	Restaurant Services	Mexico	
THE PALM	31-AUG-1989	41-10282	Registered	42	Restaurant Services	Republic of Korea (South)	
PALM RESTAURANT with Tree Design in Circle	19-SEP-2008	932896	Registered	43	Restaurant Services	Republic of Korea (South)	
PALM with Tree Design	01-JUL-1984	1026338	Registered	42	Restaurant Services	Spain	
THE PALM with Tree Design	01-APR-1994	409704	Registered	42	Restaurant Services	Switzerland	
PALM RESTAURANT with Tree Design in Circle	16-AUG-2008	1325020	Registered	8, 11, 42, 43	Tableware, Salt and Pepper Shakers, Table Linen,	Taiwan	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
PALM RESTAURANT EST. 1926 with Tree Design (without the circle)	02-SEP-2014	4597380	Registered	21, 29, 30, 32	General purpose storage bins for household use, Gourmet Foods, Non-Alcoholic Cocktail Mixes	U.S.	
PRIMEBITES	23-NOV-2010	3881828	Registered	29	Restaurant menu items	U.S.	
837 Club	30-DEC-2003	2800296	Registered	35	Customer Loyalty Programs	U.S.	
PALM PAK	03-JUL-2001	2464888	Registered	35	Telephone Shop-at-Home Services and Mail Order Catalog Services	U.S.	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
PALM	25-JAN-2000	2311431	Registered	42	Restaurant Services	U.S.	
PALM RESTAURANT with Three Design in Circle	01-FEB-2000	2314101	Registered	42	Restaurant Services	U.S.	
PALM RESTAURANT with Three Design	25-JAN-2000	2311432	Registered	42	Restaurant Services	U.S.	
PALM BAR & GRILLE with Tree Design in Circle	19-OCT-2010	3864862	Registered	43	Restaurant and Bar Services	U.S.	
THE ORIGINAL COOL	16-OCT-2012	4225290	Registered	43	Restaurant Services	U.S.	
TREE Design	23-OCT-2012	4229759	Registered	43	Restaurant Services	U.S.	
PALM RESTAURANT with Three Design in Circle	10-MAY-2011	3958131	Registered	8, 11, 21, 24	Tableware, Barbecue Grills, Salt and Pepper	U.S.	

Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
PALM	10-MAY-2011	3958130	Registered	8, 21, 24	Tableware, Salt and Pepper Shakers, Table Linen	U.S.	
PALM with Tree Design	17-MAY-2011	3962129	Registered	8, 21, 24	Tableware, Salt and Pepper Shakers, Table Linen	U.S.	
PALM RESTAURANT with Tree Design in Circle	16-APR-2007	932896	Registered	43	Restaurant Services	U.S.	