

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RTBD, LLC	FORMERLY RTBD, Inc.	04/17/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Specialty Lending Group, L.P.		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4926344	COLOSSAL BURGER	
Registration Number:	5249318	RUBY RELAXER	
Serial Number:	87250918	R TIME RUBY TUESDAY	
Registration Number:	5336920	R · TIME	
Registration Number:	3492660	RUBY MINIS	
Registration Number:	1110690	RUBY TUESDAY	
Registration Number:	4021117	RUBY TUESDAY SIMPLE FRESH AMERICAN DININ	
Registration Number:	2906632	RUBY TUESDAY'S SMART EATING	
Registration Number:	3409948	RUBYTUEGO	
Registration Number:	1879012	RUBY TUESDAY	
Registration Number:	5447511	RUBY TUESDAY	
Registration Number:	5447512	[FIT&TRIM]	
Registration Number:	5568508	SO CONNECTED	
Registration Number:	5598551	RT	
Registration Number:	5437132	RUBY TUESDAY	
Registration Number:	5598572	RT	
Registration Number:	2074191	TALLCAKE	
Registration Number:	5453616	RUBY TUESDAY BURGER ROADSHOW	
Registration Number:	5453617	RUBY TUESDAY BURGER ROADSHOW	
TRADEMARK			

CH \$615.00 4926344

Property Type	Number	Word Mark
Registration Number:	5453618	BURGER ROADSHOW
Registration Number:	5753650	
Registration Number:	5549762	FIT & TRIM
Serial Number:	87820146	GARDEN BAR
Serial Number:	88792684	RUBY'S

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:	04/20/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of April 17, 2020, is made by **RTBD, LLC**, a Delaware limited liability company (f/k/a RTBD, Inc., a Delaware corporation) (“**Grantor**”), to and for the benefit of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Collateral Agent.

RECITALS:

WHEREAS, reference hereby is made to that certain Credit and Guaranty Agreement, dated as of December 21, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein or in the Pledge and Security Agreement shall have the meanings ascribed thereto in the Credit Agreement or the Pledge and Security Agreement, as applicable), by and among **RTI HOLDING COMPANY, LLC**, a Delaware limited liability company, as a Guarantor and Borrower Representative, **RUBY TUESDAY, INC.**, a Georgia corporation, as a Borrower, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Administrative Agent and Collateral Agent; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the other Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses (other than Trademarks and Trademark Licenses arising under the laws of a jurisdiction other than the United States), including those registrations and applications described on Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of, and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit. Notwithstanding the foregoing, Grantor and the Collateral Agent, on behalf of itself and the other Secured Parties, hereby acknowledge and agree that the security interest in the Trademark Collateral is not to be construed as a present assignment of title to any component of the Trademark Collateral, including without limitation, the trademark registrations and applications described on Schedule 1.

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event there is a conflict between this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

3. Authorization to Supplement. Grantor hereby authorizes Collateral Agent to modify this Agreement by amending Schedule 1 hereto to include any future Trademarks or Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.

4. Counterparts. This Agreement may be executed in any number of counterparts (any of which may be delivered by email or other electronic transmission), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Any party delivering an executed counterpart of this Agreement via email or other electronic transmission shall, upon the request by Administrative Agent, also deliver a manually executed original to Administrative Agent or its counsel, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

5. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

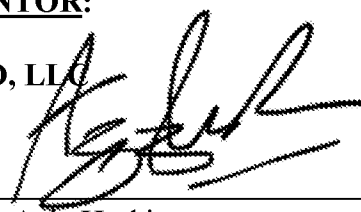
GRANTOR:

RTBD, LLC

By: _____

Name: Aziz Hashim

Title: President

A handwritten signature in black ink, appearing to read 'Aziz Hashim', is written over a horizontal line. The signature is stylized and cursive.

**ACCEPTED AND ACKNOWLEDGED BY:
COLLATERAL AGENT**

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

By: 
Name: Greg Watts
Title: Senior Vice President

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

Part A (U.S. Trademarks)

Grantor	Mark	Serial/Reg. Number	Filing/Reg. Date
RTBD, LLC	COLOSSAL BURGER	4926344	3/29/16
RTBD, LLC	RUBY RELAXER	5249318	7/25/17
RTBD, LLC	R Time Ruby Tuesday Stylized & Dot w/ Star	87/250918	11/29/16
RTBD, LLC	R TIME w/ Dot Design	5336920	11/14/17
RTBD, LLC	RUBY MINIS	3492660	8/26/08
RTBD, LLC	Ruby Tuesday (Stylized)	1110690	1/2/79
RTBD, LLC	RUBY TUESDAY SIMPLE FRESH AMERICAN DINING	4021117	9/6/11
RTBD, LLC	RUBY TUESDAY'S SMART EATING	2906632	11/30/04
RTBD, LLC	RUBYTUEGO	3409948	4/8/08
RTBD, LLC	RUBY TUESDAY	1879012	2/14/95
RTBD, LLC	RUBY TUESDAY	5447511	4/17/18
RTBD, LLC	[Fit&Trim]	5447512	4/17/18
RTBD, LLC	SO CONNECTED	5568508	9/25/18
RTBD, LLC	RT	5598551	11/6/18
RTBD, LLC	RUBY TUESDAY	5437132	4/3/18
RTBD, LLC	RT	5598572	11/6/18
RTBD, LLC	TALLCAKE	2074191	6/24/97
RTBD, LLC	Ruby Tuesday Burger Roadshow (Design)	5453616	4/24/18
RTBD, LLC	RUBY TUESDAY BURGER ROADSHOW	5453617	4/24/18
RTBD, LLC	BURGER ROADSHOW	5453618	4/24/18
RTBD, LLC	RESTAURANT SHAPE (trade dress)	5753650	5/14/19
RTBD, LLC	FIT & TRIM	5549762	8/28/18
RTBD, LLC	GARDEN BAR	87/820,146	3/5/18
RTBD, LLC	RUBY'S	88/792684	2/11/2020

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

Part B (Missouri State Trademarks)

Grantor	Mark	Serial/Reg. Number	Filing/Reg. Date
RTBD, LLC	JOIN US FOR RUBY'S	S012212	1/22/93
RTBD, LLC	RUBY TUESDAY	S012211	1/22/93