

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Landry's MCGA, Inc.		04/28/2020	Corporation: NEVADA
Landry's Trademark, Inc.		04/28/2020	Corporation: DELAWARE
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: 27			
Property Type	Number	Word Mark	
Registration Number:	3725514	CADILLAC RANCH ALL AMERICAN BAR & GRILL	
Registration Number:	4120785	CADILLAC RANCH	
Registration Number:	5186024	BARTINI'S	
Registration Number:	3815051	BRICK HOUSE TAVERN + TAP	
Registration Number:	3943731	BRICK HOUSE TAVERN + TAP	
Registration Number:	3815053	BRICK HOUSE TAVERN + TAP	
Registration Number:	3349634	BRICK HOUSE SUBS	
Registration Number:	4704955	DISPENSING HAPPINESS	
Registration Number:	4523116	100% SHORE	
Registration Number:	4456599	100% SHORE	
Registration Number:	3069795		
Registration Number:	2419307	EAT CRABS. HAVE FUN!	
Registration Number:	2125102	FREE CRABS TOMORROW	
Registration Number:	2148694	FREE CRABS TOMORROW	
Registration Number:	1972218	JOE'S CRAB SHACK	
Registration Number:	3934052	JOE'S CRAB SHACK	
Registration Number:	3937064	JOE'S CRAB SHACK	
Registration Number:	1980521	JOE'S CRAB SHACK	

CH \$690.00 3725514

Property Type	Number	Word Mark
Registration Number:	1955196	JOE'S CRAB SHACK
Registration Number:	2075735	JOE'S CRAB SHACK NO VACANCY
Registration Number:	2981272	JOE'S SEAFOOD HOUSE
Registration Number:	2757177	JOE'S SEAFOOD SHACK
Registration Number:	2782406	JOE'S SHRIMP HOUSE
Registration Number:	2099152	PEACE LOVE & CRABS!
Registration Number:	2101214	PEACE LOVE & CRABS!
Registration Number:	2183259	SEAFOOD WITH AN ATTITUDE!
Registration Number:	4797136	BRICKHOUSEBREWERY

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:	/s/ Justine Lu
DATE SIGNED:	06/05/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made effective as of the 28th day of April, 2020, by the Persons listed on the signature pages hereof as “Grantors” (each, a “Grantor” and collectively, the “Grantors”), 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 Project 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, that certain Fifth Amendment to Credit Agreement, dated as February 4, 2020 and that certain Sixth Amendment dated as of April 23, 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 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.

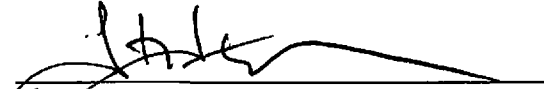
(d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH 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.

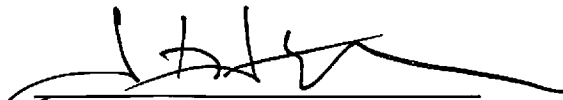
LANDRY'S MCGA, INC., a Nevada corporation

By:


Steven L. Scheinthal
Vice President and Secretary

LANDRY'S TRADEMARK, INC., a Delaware corporation

By:


Steven L. Scheinthal
President, Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

JEFFERIES FINANCE LLC

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

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademarks

Landry's Trademark, Inc.

Federal

Owner	Trademark	Date of Registration / Application if pending	Registration No. / Appl. No.	Status	Int. Class	Goods / Services	Country	Image, if Applicable
Landry's Trademark, Inc.	CADILLAC RANCH ALL AMERICAN BAR & GRILL	15-DEC-2009	3725514	Registered	43	Bar and restaurant services	U.S.	
Landry's Trademark, Inc.	CADILLAC RANCH	03-APR-2012	4120785	Registered	43	Bar and restaurant services	U.S.	
Landry's Trademark, Inc.	BARTINIS	18-APR-2017	5186024	Registered	43	Bar and restaurant services	U.S.	

Landry's MCGA, Inc.

Federal

Owner Name	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
Landry's MCGA, Inc.	BRICK HOUSE TAVERN + TAP	App 77/472,707	App 05/13/2008	Reg 3,815,051	Reg 07/06/10
Landry's MCGA, Inc.	BRICK HOUSE TAVERN + TAP	App 85/101,055	App 08/05/10	Reg 3,943,731	Reg 04/12/11
Landry's MCGA, Inc.	BRICK HOUSE TAVERN + TAP & Design (with color)	App 77/472,877	App 05/13/08	Reg 3,815,053	Reg 07/06/10

Landry's MCGA, Inc.	BRICK HOUSE SUBS	App 78,685,240	App	Reg 3,349,634	Reg
Landry's MCGA, Inc.	DISPENSING HAPPINESS	App 86/148,114	App	Reg 4,704,955	Reg
Landry's MCGA, Inc.	100% SHORE	App 85/854,507	App	Reg 4,523,116	Reg
Landry's MCGA, Inc.	100% SHORE	App 85/854,568	App	Reg 4,456,599	Reg
Landry's MCGA, Inc.	Design (Arrow Logo)	App 76/604,777	App	Reg 3,069,795	Reg
Landry's MCGA, Inc.	EAT CRABS. HAVE FUN!	App 75/931,532	App	Reg 2,419,307	Reg
Landry's MCGA, Inc.	FREE CRABS TOMORROW	App 75/145,477	App	Reg 2,125,102	Reg
Landry's MCGA, Inc.	FREE CRABS TOMORROW & Design	App 75/145,512	App	Reg 2,148,694	Reg
Landry's MCGA, Inc.	JOE'S CRAB SHACK	App 74/527,135	App	Reg 1,972,218	Reg
Landry's MCGA, Inc.	JOE'S CRAB SHACK & Design (Arrow w/color)	App 85/041,042	App	Reg 3,934,052	Reg
Landry's MCGA, Inc.	JOE'S CRAB SHACK & Design (Arrow)	App 85/040,608	App	Reg 3,937,064	Reg
Landry's MCGA, Inc.	JOE'S CRAB SHACK & Design (Pirate)	App 74/580,036	App	Reg 1,980,521	Reg
Landry's MCGA, Inc.	JOE'S CRAB SHACK & Design (Pirate)	App 74/669,421	App	Reg 1,955,196	Reg
Landry's MCGA, Inc.	JOE'S CRAB SHACK NO VACANCY & Design	App 75/145,511	App	Reg 2,075,735	Reg
Landry's MCGA, Inc.	JOE'S SEAFOOD HOUSE	App 76/182,995	App	Reg 2,981,272	Reg
Landry's MCGA, Inc.	JOE'S SEAFOOD SHACK	App 76/352,833	App	Reg 2,757,177	Reg
Landry's MCGA, Inc.	JOE'S SHRIMP HOUSE	App 76/182,996	App	Reg 2,782,406	Reg
Landry's MCGA, Inc.	PEACE LOVE & CRABS!	App 75/145,413	App	Reg 2,099,152	Reg
Landry's MCGA, Inc.	PEACE LOVE & CRABS! (Stylized)	App 75/145,513	App	Reg 2,101,214	Reg

Landry's MCGA, Inc.	SEAFOOD WITH AN ATTITUDE!	App 75/073,828	App 03/18/96	Reg 2,183,259	Reg 08/25/98
Landry's MCGA, Inc.	BRICKHOUSE BREWERY	App 77/802,310	App 08/11/09	Reg 4,797,136	Reg 08/25/15