

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Lobster Hospitality LLC		01/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	1800 Century Park East, Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	6016491	ADMIRAL'S FEAST	
Registration Number:	5049780	BROWNIE OVERBOARD	
Registration Number:	2912222	CHEDDAR BAY BISCUITS	
Registration Number:	3427843	COME SEE WHAT'S FRESH TODAY	
Registration Number:	4966154	CRAB LOVER'S DREAM	
Registration Number:	4568220	CRABFEST	
Registration Number:	4196638		
Registration Number:	5904589	DRAGON BROCCOLI	
Registration Number:	5904590	DRAGON SHRIMP	
Registration Number:	3187206	ENDLESS SHRIMP	
Registration Number:	1235024	FOR THE SEAFOOD LOVER IN YOU	
Registration Number:	5431693	FRESH CATCH CLUB	
Registration Number:	3068279	LOBSTER IN PARADISE	
Registration Number:	3068286	LOBSTER LOVER'S DREAM	
Registration Number:	1060751	LOBSTER TALES	
Registration Number:	2906002	LOBSTERFEST	
Registration Number:	5237266	LOBSTERITA	
Registration Number:	5428929	LOBSTERWORTHY	
Registration Number:	5411736	NOW THIS IS SEAFOOD	
TRADEMARK			

OP \$940.00 6016491

Property Type	Number	Word Mark
Registration Number:	1128443	RED LOBSTER
Registration Number:	1557991	RED LOBSTER
Registration Number:	4788412	RED LOBSTER
Registration Number:	1502609	RED LOBSTER
Registration Number:	2015236	RED LOBSTER
Registration Number:	1438742	RED LOBSTER
Registration Number:	4788414	RED LOBSTER FRESH FISH · LIVE LOBSTER
Registration Number:	4788413	RED LOBSTER FRESH FISH · LIVE LOBSTER
Registration Number:	5505670	RED LOBSTER FRESH FISH · LIVE LOBSTER
Registration Number:	5505671	RED LOBSTER FRESH FISH · LIVE LOBSTER
Registration Number:	1579587	RED LOBSTER QUALITY SINCE 1968 INSPECTED
Registration Number:	1067005	RL RED LOBSTER FINE SEAFOOD OYSTER BAR
Registration Number:	4427327	SEA FOOD DIFFERENTLY
Registration Number:	5396544	SEAFOOD WITH STANDARDS
Registration Number:	5699349	SHRIMP FEST
Registration Number:	1305217	SHRIMP WRECK MARY
Registration Number:	3372867	ULTIMATE FEAST
Registration Number:	5156820	ULTIMATE SEAFOOD CELEBRATION

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.718
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	01/22/2021

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of January, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 22, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among **RED LOBSTER INTERMEDIATE HOLDINGS LLC**, a Delaware limited liability company ("Parent"), **RED LOBSTER MANAGEMENT LLC**, a Delaware limited liability company ("RLM") and together with the subsidiaries of RLM identified on the signature pages thereof as "Borrowers" and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each individually, a "Borrower" and collectively, jointly and severally, the "Borrowers"), 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"), Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of January 22, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby ratifies any grant of a Security Interest as set forth in the Guaranty and Security Agreement and hereby further 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 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; 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 other members of 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 Guaranty and 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 Guaranty and 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 Guaranty and Security Agreement, the Guaranty and 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. 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 is a Loan Document. 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. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[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.

GRANTORS:

RED LOBSTER HOSPITALITY LLC

By: 

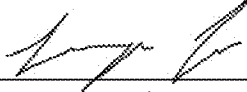
Name: Horace G. Dawson, III

Title: Executive Vice President, External
Relations

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: 
Name: Bryan Wei
Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARKS

USA Trademarks

GRANTOR	COUNTRY	MARK	APP./REG. NO.	APP./REG. DATE
Red Lobster Hospitality LLC	USA	ADMIRAL'S FEAST	6016491	3/24/2020
Red Lobster Hospitality LLC	USA	BROWNIE OVERBOARD	5049780	9/27/2016
Red Lobster Hospitality LLC	USA	CHEDDAR BAY BISCUITS	2912222	12/21/2004
Red Lobster Hospitality LLC	USA	COME SEE WHAT'S FRESH TODAY	3427843	5/13/2008
Red Lobster Hospitality LLC	USA	CRAB LOVER'S DREAM	4966154	5/24/2016
Red Lobster Hospitality LLC	USA	CRABFEST	4568220	7/15/2014
Red Lobster Hospitality LLC	USA	CRITTER (Lobster Design Only Color)	4196638	8/28/2012
Red Lobster Hospitality LLC	USA	DRAGON BROCCOLI	5904589	11/5/2019
Red Lobster Hospitality LLC	USA	DRAGON SHRIMP	5904590	11/5/2019
Red Lobster Hospitality LLC	USA	ENDLESS SHRIMP	3187206	12/19/2006
Red Lobster Hospitality LLC	USA	FOR THE SEAFOOD LOVER IN YOU	1235024	4/12/1983
Red Lobster Hospitality LLC	USA	FRESH CATCH CLUB	5431693	3/27/2018
Red Lobster Hospitality LLC	USA	LOBSTER IN PARADISE	3068279	3/14/2006
Red Lobster Hospitality LLC	USA	LOBSTER LOVER'S DREAM	3068286	3/14/2006
Red Lobster Hospitality LLC	USA	LOBSTER TALES	1060751	3/8/1977
Red Lobster Hospitality LLC	USA	LOBSTERFEST (Word Mark)	2906002	11/30/2004

GRANTOR	COUNTRY	MARK	APP./REG. NO.	APP./REG. DATE
Red Lobster Hospitality LLC	USA	LOBSTERITA	5237266	7/4/2017
Red Lobster Hospitality LLC	USA	LOBSTERWORTHY	5428929	3/20/2018
Red Lobster Hospitality LLC	USA	NOW THIS IS SEAFOOD	5411736	2/27/2018
Red Lobster Hospitality LLC	USA	RED LOBSTER	1128443	12/25/1979
Red Lobster Hospitality LLC	USA	RED LOBSTER	1557991	9/26/1989
Red Lobster Hospitality LLC	USA	RED LOBSTER	4788412	8/11/2015
Red Lobster Hospitality LLC	USA	RED LOBSTER & Design	1502609	8/30/1988
Red Lobster Hospitality LLC	USA	RED LOBSTER & Design	2015236	11/12/1996
Red Lobster Hospitality LLC	USA	RED LOBSTER & Design Label	1438742	5/5/1987
Red Lobster Hospitality LLC	USA	RED LOBSTER FRESH FISH LIVE LOBSTER & Design (B&W)	4788414	8/11/2015
Red Lobster Hospitality LLC	USA	RED LOBSTER FRESH FISH LIVE LOBSTER & Design (Color)	4788413	8/11/2015
Red Lobster Hospitality LLC	USA	RED LOBSTER FRESH FISH LIVE LOBSTER Design (Color)	5505670	7/3/2018
Red Lobster Hospitality LLC	USA	RED LOBSTER FRESH FISH LIVE LOBSTER Design (Color)	5505671	7/3/2018
Red Lobster Hospitality LLC	USA	RED LOBSTER QUALITY SINCE 1968 & Design	1579587	1/23/1990
Red Lobster Hospitality LLC	USA	RL RED LOBSTER FINE SEAFOOD OYSTER BAR & Design	1067005	5/31/1977
Red Lobster Hospitality LLC	USA	SEA FOOD DIFFERENTLY	4427327	11/5/2013
Red Lobster Hospitality LLC	USA	SEAFOOD WITH STANDARDS	5396544	11/21/2017
Red Lobster Hospitality LLC	USA	SHRIMPFEET	5699349	3/12/2019
Red Lobster Hospitality LLC	USA	SHRIMPWRECK MARY	1305217	11/13/1984
Red Lobster Hospitality LLC	USA	ULTIMATE FEAST	3372867	1/22/2008
Red Lobster Hospitality LLC	USA	ULTIMATE SEAFOOD CELEBRATION	5156820	3/7/2017

Canada Trademarks

GRANTOR	COUNTRY	MARK	APP./REG. NO.	APP./REG. DATE
Red Lobster Hospitality LLC	Canada	BOTTOMLESS BUCKET OF CRAB	TMA618932	9/8/2004
Red Lobster Hospitality LLC	Canada	CHEDDAR BAY BISCUITS	1820202	1/27/2017
Red Lobster Hospitality LLC	Canada	COME SEE WHAT'S FRESH TODAY	TMA767739	5/25/2010
Red Lobster Hospitality LLC	Canada	DISCOVER ALL WE DO FOR THE SEAFOOD LOVER IN YOU	TMA308218	11/15/1985
Red Lobster Hospitality LLC	Canada	ENDLESS SHRIMP	TMA691589	7/6/2007
Red Lobster Hospitality LLC	Canada	FOR THE SEAFOOD LOVER IN YOU	TMA294159	8/17/1984
Red Lobster Hospitality LLC	Canada	LOBSTER TALES	TMA301009	3/22/1985
Red Lobster Hospitality LLC	Canada	LOBSTERFEST (Word Mark)	TMA642747	6/22/2005
Red Lobster Hospitality LLC	Canada	LOBSTERITA	TMA490218	2/18/1998
Red Lobster Hospitality LLC	Canada	RED LOBSTER	TMA231521	1/19/1979
Red Lobster Hospitality LLC	Canada	RED LOBSTER	TMA289974	4/19/1984
Red Lobster Hospitality LLC	Canada	RED LOBSTER & Design	TMA340112	5/13/1988
Red Lobster Hospitality LLC	Canada	RED LOBSTER & Design of Waves	TMA321968	12/19/1986
Red Lobster Hospitality LLC	Canada	RED LOBSTER & Design of Waves and Lobster	TMA313613	4/25/1986
Red Lobster Hospitality LLC	Canada	RED LOBSTER CALL-AHEAD SEATING	TMA396235	3/27/1992
Red Lobster Hospitality LLC	Canada	RED LOBSTER CALL-AHEAD SEATING & Design	TMA398440	5/22/1992
Red Lobster Hospitality LLC	Canada	RED LOBSTER FRESH FISH LIVE LOBSTER & Design (B&W)	TMA987,874	1/5/2018
Red Lobster Hospitality LLC	Canada	RED LOBSTER FRESH FISH LIVE LOBSTER & Design (B&W)	TMA975762	7/14/2017
Red Lobster Hospitality LLC	Canada	RED LOBSTER FRESH FISH LIVE LOBSTER & Design (Color)	TMA975623	7/13/2017

GRANTOR	COUNTRY	MARK	APP./REG. NO.	APP./REG. DATE
Red Lobster Hospitality LLC	Canada	SEA FOOD DIFFERENTLY	890302	11/19/2014
Red Lobster Hospitality LLC	Canada	SHARE THE LOVE	TMA641886	6/13/2005
Red Lobster Hospitality LLC	Canada	SHRIMP CAESAR	TMA371791	8/10/1990
Red Lobster Hospitality LLC	Canada	ULTIMATE FEAST	TMA752791	11/10/2009
Red Lobster Hospitality LLC	Canada	ULTIMATE FEAST	TMA765792	5/5/2010
Red Lobster Hospitality LLC	Canada	RED LOBSTER Design 	1997955	11/27/2019
Red Lobster Hospitality LLC	Canada	LOBSTER LOVER'S DREAM CompuMark Trademark: LOBSTER LOVER'S DREAM Cross References: LOBSTER OVERS DREAM	TMA1009975	11/28/2018
Red Lobster Hospitality LLC	Canada	CRABFEST CompuMark Trademark: CRABFEST Cross References: CRAB FEST	TMA1015605	02/21/2019
Red Lobster Hospitality LLC	Canada	RED LOBSTER FRESH FISH LIVE LOBSTER & Design CompuMark Trademark: RED LOBSTER FRESH FISH LIVE LOBSTER 	TMA987871	01/05/2018
Red Lobster Hospitality LLC	Canada	SEE FOOD DIFFERENTLY (Stylized) CompuMark Trademark: SEE FOOD DIFFERENTLY see food differently	TMA851274	05/21/2013
Red Lobster Hospitality LLC	Canada	WE KNOW HOW YOU LOVE SEAFOOD CompuMark Trademark: WE KNOW HOW YOU LOVE SEAFOOD	TMA375419	11/09/1990

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.