

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618222

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Omnibus Assignment and Assumption of Intellectual Property Security Agreements

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch, as Existing Collateral Trustee		12/31/2020	FOREIGN BANKING CORPORATION: GERMANY

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Successor Collateral Trustee
Street Address:	50 South Sixth Street, Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2912222	CHEDDAR BAY BISCUITS
Registration Number:	3427843	COME SEE WHAT'S FRESH TODAY
Serial Number:	86141553	CRABFEST
Registration Number:	4196638	
Registration Number:	3187206	ENDLESS SHRIMP
Registration Number:	1235024	FOR THE SEAFOOD LOVER IN YOU
Registration Number:	1333484	FUDGE OVERBOARD
Registration Number:	3068279	LOBSTER IN PARADISE
Registration Number:	3068286	LOBSTER LOVER'S DREAM
Serial Number:	85947604	LOBSTER LOVER'S GRILLED CHEESE
Registration Number:	1060751	LOBSTER TALES
Registration Number:	1538644	LOBSTERFEST
Registration Number:	2906002	LOBSTERFEST
Registration Number:	1989198	LOBSTERITA
Serial Number:	85674256	MAINE STAYS
Registration Number:	1557991	RED LOBSTER
Registration Number:	1128443	RED LOBSTER

CH \$865.00 2912222

Property Type	Number	Word Mark
Serial Number:	86281764	RED LOBSTER
Registration Number:	1438742	RED LOBSTER
Registration Number:	1502609	RED LOBSTER
Registration Number:	2015236	RED LOBSTER
Registration Number:	1069147	RED LOBSTER
Registration Number:	1101522	RED LOBSTER
Serial Number:	85179591	RED LOBSTER FRESH FISH · LIVE LOBSTER
Serial Number:	85179618	RED LOBSTER FRESH FISH · LIVE LOBSTER
Serial Number:	86281766	RED LOBSTER FRESH FISH · LIVE LOBSTER
Serial Number:	86281765	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:	4299927	SEE FOOD DIFFERENTLY
Registration Number:	4401795	SEASIDE EXPRESS
Registration Number:	1305217	SHRIMPWRECK MARY
Registration Number:	3372867	ULTIMATE FEAST

CORRESPONDENCE DATA

Fax Number: 2128066006

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: 212-806-5400

Email: mvillarin@stroock.com, jmann@stroock.com

Correspondent Name: Stroock & Stroock & Lavan LLP

Address Line 1: 180 Maiden Lane

Address Line 4: New York, NEW YORK 10038

ATTORNEY DOCKET NUMBER:	526639/0036
NAME OF SUBMITTER:	Jeffrey Mann
SIGNATURE:	/Jeffrey Mann/
DATE SIGNED:	01/04/2021

Total Attachments: 10

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**OMNIBUS ASSIGNMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

This OMNIBUS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Assignment*”) dated December 31, 2020, is made by Deutsche Bank AG New York Branch, having an address of 60 Wall Street, New York, NY 10005, as withdrawing Collateral Trustee (in such capacity, the “*Existing Collateral Trustee*”), Wilmington Trust, National Association, having an address of 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402, as new Collateral Trustee (in such capacity, the “*Successor Collateral Trustee*”) and Red Lobster Hospitality LLC (the “*Grantor*”).

WHEREAS, Holdings, the Borrower, the Subsidiary Guarantors from time to time party thereto (the “*Guarantors*”), the various lenders from time to time party thereto (the “*Lenders*”), Deutsche Bank AG New York Branch, as administrative agent (“*DBNY*”) and the Existing Collateral Trustee are party to that certain First Lien Credit and Guarantee Agreement, dated as of July 28, 2014 (as amended, restated, supplemented and/or otherwise modified to but excluding the date hereof, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower, the Grantors and the Existing Collateral Trustee entered into that certain Security Agreement, dated as of July 28, 2014 (as amended, restated, supplemented and/or otherwise modified to but excluding the date hereof, the “*Security Agreement*”);

WHEREAS, DBNY, the Existing Collateral Trustee, the Successor Collateral Trustee and the Borrower and the other Loan Parties are entering into a resignation and assignment agreement, dated as of the date hereof (the “*Resignation and Assignment Agreement*”);

WHEREAS, in conjunction with the security interest granted to the Existing Collateral Trustee under the Security Agreement, the Grantor has executed and delivered or is otherwise a party to that certain (i) Grant of Security Interest in United States Trademarks, dated as of July 28, 2014, notice of which was recorded at the United States Patent and Trademark Office (“*USPTO*”) on August 1, 2014 at reel 005334 frame 0753; and (ii) Grant of Security Interest in United States Copyrights, dated as of July 28, 2014, notice of which was recorded at the United States Copyright Office (“*USCO*”) on August 4, 2014 at volume number 9916, document number 733 (each of the foregoing two agreements, as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreements*”);

WHEREAS, pursuant to the IP Security Agreements, the Existing Collateral Trustee, as the prior collateral trustee, was granted or otherwise acquired a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the Copyrights and Marks (as defined in each of the IP Security Agreements), (ii) all Proceeds (as defined in each of the IP Security Agreements) and products of the Marks and Copyrights, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action for infringement of any of the Marks and Copyrights or unfair competition regarding the same (such Collateral under

the IP Security Agreements, collectively, the “*IP Collateral*”), including the IP Collateral set forth on **Schedules A and B** attached hereto, (collectively, the “*Security Interest*”); and

WHEREAS, consistent with the Resignation and Assignment Agreement, the Successor Collateral Trustee is desirous of acquiring, and the Existing Collateral Trustee is desirous of assigning, all of the Existing Collateral Trustee’s right, title and interest in, to and under the IP Security Agreements, including, without limitation, the Security Interest, and all documents and rights relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Existing Collateral Trustee, the Successor Collateral Trustee and the Grantor hereby covenant and agree as follows:

Section 1 Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Security Agreement.

Section 2 Assignment of IP Security Agreement. The Existing Collateral Trustee hereby assigns, transfers and conveys (without recourse, representation or warrant of any kind) to the Successor Collateral Trustee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the IP Security Agreements and the IP Collateral, including, without limitation, the Security Interest. The Successor Collateral Trustee hereby accepts the foregoing assignment.

Section 3 Security Agreement. The Security Interest assigned to the Successor Collateral Trustee as the new collateral trustee for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and IP Security Agreements, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Successor Collateral Trustee with respect to the security interest in the IP Collateral made and granted by the IP Security Agreements are more fully set forth in the Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time as of and after the date hereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4 Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

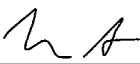
Section 5 Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


DEUTSCHE BANK AG NEW YORK BRANCH, as
Existing Collateral Trustee

By: 
Name: Philip Tancorra
Vice President
Title: philip.tanorra@db.com
212-250-6576

By: 
Name: Michael Strobel
Title: Vice President
michael-p.strobel@db.com
212-250-0939

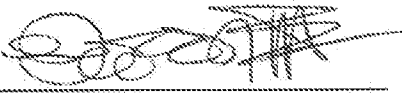
ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Successor Collateral Trustee

By: 
Name: Jeffrey Rose
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

RED LOBSTER HOSPITALITY LLC,
a Delaware limited liability company

By: 

Name: Horace G. Dawson, III
Title: Executive Vice President

Schedule A
COPYRIGHT SCHEDULE

[See attached]

SCHEDULE A

COPYRIGHTS

<u>Copyright Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Red Lobster Dinner Menu, v.D003 07/26/2011 a.k.a. "Sea Food Differently" menu.	TX0007481042	12/29/2011
Red Lobster Lunch Menu, v.L003 07/26/2011 a.k.a. "Sea Food Differently" menu.	TX0007481047	2/8/2012
Red Lobster : Denver/grand opening.	PA0000220698	7/30/1984
Red Lobster--There's never been a better time : Fisherman : 60 secs.	PA0000258263	6/10/1985

Schedule B

TRADEMARK SCHEDULE

US Trademarks

[See attached]

SCHEDULE B**MARKS**

Country	Trademark	App. Date	App. No.	Reg. Date	Reg. No.
U.S.	CHEDDAR BAY BISCUITS	7/2/2003	76526845	12/21/2004	2912222
U.S.	COME SEE WHAT'S FRESH TODAY	4/24/2007	77164455	5/13/2008	3427843
U.S.	CRABFEST	12/12/2013	86141553	--	--
U.S.	CRITTER (Lobster Design Only Color)	11/22/2010	85182072	8/28/2012	4196638
U.S.	ENDLESS SHRIMP	2/16/2006	78816059	12/19/2006	3187206
U.S.	FOR THE SEAFOOD LOVER IN YOU	1/7/1982	73344806	4/12/1983	1235024
U.S.	FUDGE OVERBOARD	5/14/1984	73480400	4/30/1985	1333484
U.S.	LOBSTER IN PARADISE	3/30/2005	78597930	3/14/2006	3068279
U.S.	LOBSTER LOVER'S DREAM	3/30/2005	78598207	3/14/2006	3068286
U.S.	LOBSTER LOVER'S GRILLED CHEESE	5/31/2013	85947604	--	--
U.S.	LOBSTER TALES	5/10/1976	73086551	3/8/1977	1060751
U.S.	LOBSTERFEST (Stylized)	9/22/1988	73753498	5/9/1989	1538644
U.S.	LOBSTERFEST (Word Mark)	11/12/2003	76558577	11/30/2004	2906002
U.S.	LOBSTERITA	10/4/1994	74581949	7/23/1996	1989198
U.S.	MAINE STAYS	7/11/2012	85674256	--	--
U.S.	RED LOBSTER	2/13/1989	73780197	9/26/1989	1557991
U.S.	RED LOBSTER	8/7/1978	73181246	12/25/1979	1128443
U.S.	RED LOBSTER	5/14/2014	86281764	--	--
U.S.	RED LOBSTER & Design Label	6/23/1986	73605677	5/5/1987	1438742
U.S.	RED LOBSTER & Design	4/15/1987	73655453	8/30/1988	1502609
U.S.	RED LOBSTER & Design	9/18/1995	74732044	11/12/1996	2015236
U.S.	RED LOBSTER (Stylized)	5/7/1975	73051689	7/5/1977	1069147
U.S.	RED LOBSTER (Stylized)	3/20/1978	73162915	9/5/1978	1101522

<u>Country</u>	<u>Trademark</u>	<u>App. Date</u>	<u>App. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
U.S.	RED LOBSTER FRESH FISH · LIVE LOBSTER Design (Color)	11/18/2010	85179591	--	--
U.S.	RED LOBSTER FRESH FISH · LIVE LOBSTER Design (B&W)	11/18/2010	85179618	--	--
U.S.	RED LOBSTER FRESH FISH · LIVE LOBSTER & Design (B&W)	5/14/2014	86281766	--	--
U.S.	RED LOBSTER FRESH FISH · LIVE LOBSTER & Design (Color)	5/14/2014	86281765	--	--
U.S.	RED LOBSTER QUALITY SINCE 1968 INSPECTED SEAFOOD & Design	5/10/1989	73798924	1/23/1990	1579587
U.S.	RL RED LOBSTER FINE SEAFOOD OYSTER BAR & Design	12/31/1968	72967005	5/31/1977	1067005
U.S.	SEA FOOD DIFFERENTLY	3/18/2011	85271223	11/5/2013	4427327
U.S.	SEE FOOD DIFFERENTLY (Stylized)	4/12/2011	85292657	3/12/2013	4299927
U.S.	SEASIDE EXPRESS	2/15/2012	85850765	9/10/2013	4401795
U.S.	SHRIMPWRECK MARY	10/5/1983	73446806	11/13/1984	1305217
U.S.	ULTIMATE FEAST	5/17/2005	78631177	1/22/2008	3372867