

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628155

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RTBD, LLC		02/24/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	TCW ASSET MANAGEMENT COMPANY LLC, as Collateral Agent
Street Address:	1251 Avenue of the Americas, Suite 4700
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4926344	COLOSSAL BURGER
Registration Number:	5249318	RUBY RELAXER
Registration Number:	6024467	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:	5453616	RUBY TUESDAY BURGER ROADSHOW
Registration Number:	5453617	RUBY TUESDAY BURGER ROADSHOW
Registration Number:	5453618	BURGER ROADSHOW

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5753650	
Registration Number:	5549762	FIT & TRIM
Registration Number:	6093424	GARDEN BAR
Serial Number:	88792684	RUBY'S
Serial Number:	90476942	PASTA AMERICANA
Serial Number:	90477002	PASTA AMERICANA

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: 2123186532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/s/ Alana Gramer
DATE SIGNED:	02/24/2021

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of February 24, 2021, is made by **RTBD, LLC**, a Delaware limited liability company (“**Grantor**”), to and for the benefit of **TCW ASSET MANAGEMENT COMPANY LLC**, as Collateral Agent.

RECITALS:

WHEREAS, reference hereby is made to that certain Credit and Guaranty Agreement, dated as of February 24, 2021 (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 **RT ASSET COMPANY HOLDINGS LLC**, a Delaware limited liability company, as a Guarantor, **RUBY TUESDAY OPERATIONS LLC**, a Delaware limited liability company, as a Borrower and Borrower Representative, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and **TCW ASSET MANAGEMENT COMPANY LLC**, 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

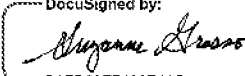
By:  _____

Name: Shawn Lederman

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:
COLLATERAL AGENT:

TCW ASSET MANAGEMENT COMPANY LLC

DocuSigned by:

By: _____
B9EB63E7480E4AB...
Name: Suzanne Grosso
Title: Managing Director

[Signature Page to Trademark Security Agreement (U.S.) – RTBD, LLC]

TRADEMARK
REEL: 007202 FRAME: 0945

**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 (& Design)	6024467	3/31/20
RTBD, LLC	R · TIME	5336920	11/14/17
RTBD, LLC	RUBY MINIS	3492660	8/26/08
RTBD, LLC	RUBY TUESDAY (& Design)	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 (Stylized)	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 (& Design)	5598572	11/6/18
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	6093424	7/7/20
RTBD, LLC	RUBY'S	88/792684	2/11/20
RTBD, LLC	PASTA AMERICANA (Design)	90/476942	1/20/21
RTBD, LLC	PASTA AMERICANA	90/477002	1/20/21

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

Part B (Missouri State Trademarks)

Grantor	Mark	Serial/Reg. Number	Filing/Reg. Date
RTBD, LLC	RUBY'S	12212	1/22/13
RTBD, LLC	RUBY TUESDAY	12211	1/21/93