

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678173

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stoney River Management Company, LLC		09/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Synovus Bank		
<b>Street Address:</b>	3400 Overton Drive SE		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	banking corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2099404	STONEY RIVER	
<b>Registration Number:</b>	2310620	LEGENDARY STEAKS	
<b>Registration Number:</b>	2659196	STONEY RIVER LEGENDARY STEAKS	
<b>Registration Number:</b>	2659197	STONEY RIVER LEGENDARY FILET	
<b>Registration Number:</b>	4283832	STONEY RIVER LEGENDARY STEAKS	
<b>Registration Number:</b>	4772465	STONEY RIVER STEAKHOUSE AND GRILL	
<b>Registration Number:</b>	6231711	STONEY RIVER STEAKHOUSE AND GRILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044441111		
<i>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.</i>			
<b>Phone:</b>	7044441124		
<b>Email:</b>	elaine.hunt@alston.com		
<b>Correspondent Name:</b>	Michele M. Glessner		
<b>Address Line 1:</b>	Alston & Bird LLP		
<b>Address Line 2:</b>	101 South Tryon Street, Suite 4000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280-4000		
<b>NAME OF SUBMITTER:</b>	Elaine B. Hunt		
<b>SIGNATURE:</b>	/Elaine B. Hunt/		

CH \$190.00 2099404

<b>DATE SIGNED:</b>	09/30/2021
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 30, 2021, is made by **STONEY RIVER MANAGEMENT COMPANY, LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **SYNOVUS BANK**, a Georgia banking corporation, as Agent for the Secured Parties.

### RECITALS

**WHEREAS**, pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the “**Credit Agreement**”), by and among the Borrowers, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Synovus, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations of each Borrower; and

**WHEREAS**, Grantor is a party to the Guaranty and Security Agreement pursuant to which it is required to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement and the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “**Trademark Collateral**”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to it of any right under any Trademark, including, without limitation, those referred to on Schedule 1;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent

pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of Page Intentionally Blank]

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

STONEY RIVER MANAGEMENT COMPANY,  
LLC, as Grantor

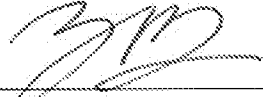
By: 

\_\_\_\_\_  
Name: Morgana McCaure

Title: President

Accepted and agreed as of the date first above written:



**SYNOVUS BANK**, as Agent

By:  \_\_\_\_\_

Name: Zachary Braun

Title: Corporate Banker

**Schedule 1**

<b>Grantor</b>	<b>Trademark</b>	<b>Registration No./Serial No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
Stoney River Management Company, LLC	STONE RIVER typed drawing	RN: 2,099,404 SN: 75/176,808	Oct. 4, 1996	Sep. 23, 1997
Stoney River Management Company, LLC	LEGENDARY STEAKS typed drawing	RN: 2,310,620 SN: 75/470,177	Apr. 20, 1998	Jan. 25, 2000
Stoney River Management Company, LLC	STONE RIVER LEGENDARY STEAKS typed drawing	RN: 2,659,196 SN: 76/367,168	Feb. 5, 2002	Dec. 10, 2002
Stoney River Management Company, LLC	STONE RIVER LEGENDARY FILET typed drawing	RN: 2,659,197 SN: 76/367,169	Feb. 5, 2002	Dec. 10, 2002
Stoney River Management Company, LLC	STONE RIVER LEGENDARY STEAKS and Design 	RN: 4,283,832 SN: 85/468,838	Nov. 9, 2011	Jan. 29, 2013
Stoney River Management Company, LLC	STONE RIVER STEAKHOUSE AND GRILL	RN: 4,772,465 SN: 86/450,763	Nov. 11, 2014	Jul. 14, 2015
Stoney River Management Company, LLC	STONE RIVER STEAKHOUSE AND GRILL Stylized 	RN: 6,231,711 SN: 88/827,906	Mar. 10, 2020	Dec. 29, 2020