

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. Alexander's, LLC		09/30/2021	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Synovus Bank		
Street Address:	3400 Overton Drive SE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2179914	J. ALEXANDER'S RESTAURANT	
Registration Number:	2840570	REDLANDS GRILL	
Registration Number:	2431758	REPUTATION IS EVERYTHING	
Registration Number:	2973400	STRAIGHTFORWARD AMERICAN FOOD	
Registration Number:	2961555	SEAHORSE	
Registration Number:	3550772	BLACK RIVER ANGUS BEEF	
Registration Number:	3544178	BLACK RIVER ANGUS BEEF	
Registration Number:	4493778	J. ALEXANDER'S RESTAURANT	
Registration Number:	4915222	REDLANDS GRILL	
Registration Number:	4859651	J. ALEXANDER'S	
Registration Number:	5332398	BIRMINGHAM GRILL	
Registration Number:	5781892	BIRMINGHAM GRILL	
Registration Number:	5267733	LYNDHURST GRILL	
Registration Number:	5705540	OVERLAND PARK GRILL	
Registration Number:	5962262	MERUSGRILL	
Registration Number:	5968833	MERUS GRILL	
Registration Number:	6115358	OVERLAND PARK GRILL	
Registration Number:	6162991	J. ALEXANDER'S RESTAURANT	

CH \$465.00 2179914

CORRESPONDENCE DATA**Fax Number:** 7044441111*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:** 7044441124**Email:** elaine.hunt@alston.com**Correspondent Name:** Michele M. Glessner**Address Line 1:** Alston & Bird LLP**Address Line 2:** 101 South Tryon Street, Suite 4000**Address Line 4:** Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
SIGNATURE:	/Elaine B. Hunt/
DATE SIGNED:	09/30/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of September 30, 2021, is made by **J. ALEXANDER'S, LLC**, a Tennessee 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.

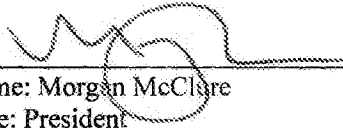
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

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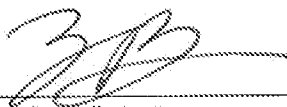
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

J. ALEXANDER'S, LLC, as Grantor

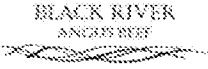


By: 
Name: Morgan McClure
Title: President

Accepted and agreed as of the date first above written:

SYNOVUS BANK, as Agent

By: 
Name: Zachary Braun
Title: Corporate Banker

Schedule 1

Grantor	Trademark	Registration No./ Serial No.	Filing Date	Registration Date
J. Alexander's, LLC	J. ALEXANDER'S RESTAURANT typed drawing	RN: 2,179,914 SN: 75/159,444	Sep. 3, 1996	Aug. 11, 1998
J. Alexander's, LLC	REDLANDS GRILL typed drawing	RN: 2,840,570 SN: 76/024,186	Apr. 12, 2000	May 11, 2004
J. Alexander's, LLC	REPUTATION IS EVERYTHING typed drawing	RN: 2,431,758 SN: 76/024,392	Apr. 12, 2000	Feb. 27, 2001
J. Alexander's, LLC	STRAIGHTFORWARD AMERICAN FOOD typed drawing	RN: 2,973,400 SN: 78/260,147	Jun. 9, 2003	Jul. 19, 2005
J. Alexander's, LLC	SEAHORSE	RN: 2,961,555 SN: 78/368,060	Feb. 13, 2004	Jun. 7, 2005
J. Alexander's, LLC	BLACK RIVER ANGUS BEEF	RN: 3,550,772 SN: 77/100,848	Feb. 6, 2007	Dec. 23, 2008
J. Alexander's, LLC	BLACK RIVER ANGUS BEEF and Design 	RN: 3,544,178 SN: 77/100,852	Feb. 6, 2007	Dec. 9, 2008
J. Alexander's, LLC	J. ALEXANDER'S RESTAURANT	RN: 4,493,778 SN: 85/877,602	Mar. 15, 2013	Mar. 11, 2014
J. Alexander's, LLC	REDLANDS GRILL and Design 	RN: 4,915,222 SN: 86/593,514	Apr. 10, 2015	Mar. 8, 2016
J. Alexander's, LLC	J. ALEXANDER'S	RN: 4,859,651 SN: 86/609,065	Apr. 24, 2015	Nov. 24, 2015
J. Alexander's, LLC	BIRMINGHAM GRILL	RN: 5,332,398 SN: 86/718,648	Aug. 7, 2015	Nov. 14, 2017
J. Alexander's, LLC	BIRMINGHAM GRILL Stylized 	RN: 5,781,892 SN: 86/718,722	Aug. 7, 2015	Jun. 18, 2019
J. Alexander's, LLC	LYNDHURST GRILL	RN: 5,267,733 SN: 87/225,433	Nov. 3, 2016	Aug. 15, 2017

Grantor	Trademark	Registration No/ Serial No.	Filing Date	Registration Date
J. Alexander's, LLC	OVERLAND PARK GRILL and Design 	RN: 5,705,540 SN: 87/884,022	Apr. 19, 2018	Mar. 19, 2019
J. Alexander's, LLC	MERUSGRILL and Design 	RN: 5,962,262 SN: 87/884,099	Apr. 19, 2018	Jan. 14, 2020
J. Alexander's, LLC	MERUS GRILL	RN: 5,968,833 SN: 88/228,462	Dec. 13, 2018	Jan. 21, 2020
J. Alexander's, LLC	BLACK RIVER GRILL	RN: n/a SN: 88/254,067	Jan. 8, 2019	n/a
J. Alexander's, LLC	ROCK CREEK STEAKHOUSE AND GRILL	RN: n/a SN: 88/569,479	Aug. 7, 2019	n/a
J. Alexander's, LLC	SEAHORSE GRILL	RN: n/a SN: 88/762,216	Jan. 16, 2020	n/a
J. Alexander's, LLC	OVERLAND PARK GRILL	RN: 6,115,358 SN: 88/815,521	Feb. 28, 2020	Jul. 28, 2020
J. Alexander's, LLC	J. ALEXANDER'S RESTAURANT Stylized 	RN: 6,162,991 SN: 88/827,907	Mar. 10, 2020	Sep. 29, 2020