

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM858206

<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>
Charleston's Restaurant Group, Inc.		12/04/2023	Corporation: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortress Credit Corp.		
<b>Street Address:</b>	1345 Avenue of the Americas   46th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10105		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88521784	CHARLESTON'S RESTAURANT	
<b>Serial Number:</b>	87018102	CHARLESTON'S RESTAURANT	
<b>Serial Number:</b>	77237506	REDROCK CANYON GRILL	
<b>Serial Number:</b>	77031916	MAHOGANY PRIME STEAK HOUSE	
<b>Serial Number:</b>	76651652	MAHOGANY	
<b>Serial Number:</b>	76540639	REDROCK CANYON GRILL	
<b>Serial Number:</b>	75521739	CHARLESTONS	
<b>Serial Number:</b>	75289696	RED ROCK GRILL	
<b>Serial Number:</b>	78818722	LOUIE'S	
<b>Serial Number:</b>	77610102	MAMA ROJA	
<b>Serial Number:</b>	77610090	MAMA ROJA MEXICAN KITCHEN	
<b>Serial Number:</b>	77610115	MAMA ROJA MEXICAN KITCHEN	
<b>Serial Number:</b>	87402955	NEIGHBORHOOD JAM	
<b>Serial Number:</b>	86126468	EST. 2013 PUB W	
<b>Serial Number:</b>	87049449	SMITTY'S GARAGE	
<b>Serial Number:</b>	86220465	SMITTY'S GARAGE BURGERS & BEER	
<b>Serial Number:</b>	88019668	THE WINSTON PLATES SPIRITS BY PUB W	
<b>Serial Number:</b>	86359080	WOOD VINE WOOD FIRED PIZZA	
<b>Serial Number:</b>	90188873	JIMMY B'S CULINARY + KRAFTED	

CH \$540.00 88521784

Property Type	Number	Word Mark
Serial Number:	90340103	JIMMY B'S
Serial Number:	77298516	LOUIE'S

**CORRESPONDENCE DATA**

**Fax Number:** 4045725100

*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:** 4045723428

**Email:** AAmicoOlchaskey@KSLAW.com

**Correspondent Name:** Angela Amico Olchaskey

**Address Line 1:** 1180 Peachtree Street, NE | Suite 1600

**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	17392.515023
<b>NAME OF SUBMITTER:</b>	Angela Amico Olchaskey
<b>SIGNATURE:</b>	/AngelaAmicoOlchaskey/
<b>DATE SIGNED:</b>	12/04/2023

**Total Attachments: 6**

- source=Fortress\_Hal Smith - Trademark Security Agreement \_Executed\_(47394899.1)#page1.tif
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 4, 2023, is made by CHARLESTON'S RESTAURANT GROUP, INC., an Oklahoma corporation (the "**Grantor**"), in favor of FORTRESS CREDIT CORP. ("**Fortress**"), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**") for the Lenders and the other Secured Parties.

### WITNESSETH:

WHEREAS, the Grantor, as borrower, the Subsidiaries of the Credit Parties that are or become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**"), Fortress, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**") and the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the "**Agents**" and each an "**Agent**"), have entered into a Credit Agreement, dated as of December 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, the Grantor is party to a Guaranty and Security Agreement dated as of December 4, 2023 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 of the Grantor, hereby collaterally assigns and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "**Trademark Collateral**");

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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 the Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks 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 (including by facsimile or other electronic means), 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 WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

CHARLESTON'S RESTAURANT GROUP, INC.,  
as Grantor

By: 

Name: Hal W. Smith



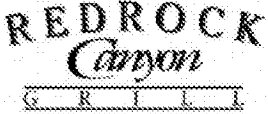

Title: President

*[Signature Page to Trademark Security Agreement]*


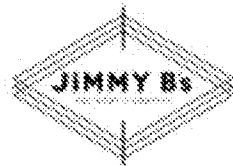
**TRADEMARK**  
**REEL: 008277 FRAME: 0784**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Filing Date</u>	<u>Registration Number / Registration Date</u>
Charleston's Restaurant Group, Inc.		88521784 07/18/2019	5981998 02/11/2020
Charleston's Restaurant Group, Inc.		87018102 04/28/2016	5113347 01/03/2017
Charleston's Restaurant Group, Inc.		77237506 07/24/2007	3404844 04/01/2001
Charleston's Restaurant Group, Inc.		77031916 10/30/2006	3296362 09/25/2007
Charleston's Restaurant Group, Inc.	<b>MAHOGANY</b>	76651652 12/08/2005	3209983 02/20/2007
Charleston's Restaurant Group, Inc.	<b>RED ROCK CANYON GRILL</b>	76540639 08/28/2003	2876740 08/24/2004

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Filing Date</u>	<u>Registration Number / Registration Date</u>
Charleston's Restaurant Group, Inc.	CHARLESTONS	75521739 07/20/1998	2276048 09/07/1999
Charleston's Restaurant Group, Inc.		75289696 05/09/1997	2169420 06/30/1998
Charleston's Restaurant Group, Inc.		77/298,516 10/8/2007	3,545,944 12/16/2008
Charleston's Restaurant Group, Inc.	LOUIE'S	78/818,722 02/20/2006	3,282,665 08/21/2007
Charleston's Restaurant Group, Inc.	MAMA ROJA	77/610,102 11/7/2008	3,690,514 09/29/2009
Charleston's Restaurant Group, Inc.	MAMA ROJA MEXICAN KITCHEN	77/610,090 11/7/2008	3,690,513 09/29/2009
Charleston's Restaurant Group, Inc.		77/610,115 11/7/2008	3,690,515 09/29/2009
Charleston's Restaurant Group, Inc.	NEIGHBORHOOD JAM	87/402,955 04/07/2017	5,366,451 12/26/2017
Charleston's Restaurant Group, Inc.		86/126,468 11/22/2013	4,575,121 07/29/2014
Charleston's Restaurant Group, Inc.	SMITTY'S GARAGE	87/049,449 05/25/2016	5,118,703 01/10/2017

<u>Owner</u>	<u>Mark</u>	<u>Serial Number / Filing Date</u>	<u>Registration Number / Registration Date</u>
Charleston's Restaurant Group, Inc.		86/220,465 03/13/2014	4,782,875 07/28/2015
Charleston's Restaurant Group, Inc.	WINSTON	88/019,668 06/28/2018	5,685,050 02/26/2019
Charleston's Restaurant Group, Inc.	WOOD VINE WOOD FIRED PIZZA	86/359,080 08/06/2014	5,601,506 11/6/2018
Charleston's Restaurant Group, Inc.		90/188873 09/17/2020	6472785 08/31/2021
Charleston's Restaurant Group, Inc.	JIMMY B'S	90/340103 11/24/2020	6524185 10/19/2021

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.