

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Logan's Roadhouse, Inc.		08/10/2016	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 West Washington Street		
Internal Address:	21st Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3257854	BREWSKI ONIONS	
Registration Number:	3419984	LOGAN'S	
Registration Number:	3326246	LOGAN'S	
Registration Number:	2797192	LOGAN'S ROADHOUSE	
Registration Number:	2934163	LOGAN'S ROADHOUSE	
Registration Number:	3202110	LOGAN'S ROADHOUSE	
Registration Number:	1874314	LOGAN'S ROADHOUSE	
Registration Number:	4142037	LOGAN'S TWISTED PUNCHES	
Registration Number:	3759425	NATIONAL TAKE BACK LUNCH DAY	
Registration Number:	3352178		
Registration Number:	3369044		
Registration Number:	3260238	ONION BREWSKI	
Registration Number:	4692380	RAISE THE STEAKS	
Registration Number:	3705795	ROADIE	
Registration Number:	3512567	ROADIES	
Registration Number:	4695901	#STEAKWORTHY	
Registration Number:	3332537	TAKE BACK LUNCH	
Registration Number:	3077914	THE LOGAN	

CH \$615.00 3257854

Property Type	Number	Word Mark
Registration Number:	3146919	THE REAL AMERICAN ROADHOUSE
Registration Number:	4103288	THE UNLIMITED GRILL
Registration Number:	4912600	NUT-E CLUB
Registration Number:	4874282	GET NUT-E
Registration Number:	4918070	LOGAN'S ROADHOUSE STEAKS RIBS SPIRITS
Serial Number:	86774208	MUSIC CITY LIVE!

CORRESPONDENCE DATA

Fax Number: 2126983599
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.
Email: trademarks@dechert.com
Correspondent Name: Dechert LLP
Address Line 1: 1095 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Alan Wang
SIGNATURE:	/Alan Wang/
DATE SIGNED:	08/10/2016

Total Attachments: 9
source=Logan's - DIP Trademark Security Agreement - Executed Copy REVISED#page1.tif
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Trademark Security Agreement

Trademark Security Agreement, dated as of August 10, 2016, by LOGAN'S ROADHOUSE, INC., a Tennessee corporation (the "Pledgor"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, the Pledgor is party to a Debtor-In-Possession Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of August 10, 2016 made by the Pledgor, LRI HOLDINGS, INC., a Delaware corporation ("Holdings"), and the other Pledgors (as defined in the Security Agreement) party thereto in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as administrative agent (in such capacity and together with its successors and assigns in such capacity, the "Administrative Agent") for the Secured Parties, pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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 is deemed to

conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, upon the reasonable request of the Pledgor, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

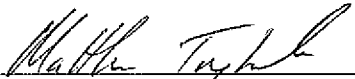
Very truly yours,

LOGAN'S ROADHOUSE, INC.,
as Pledgor

By: Edmund Schwartz
Name: Edmund Schwartz
Title: CFO



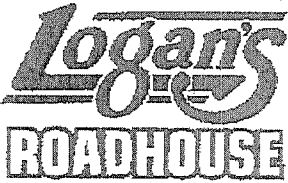

Accepted and Agreed:



CORTLAND CAPITAL MARKET SERVICES LLC,
as Administrative Agent

By: 
Name: **Matthew Trybula**
Title: **Associate Counsel**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TRADEMARKS AND TRADEMARK LICENSES

Trademark Name	Application No.	Registration No.	Goods/Services
BREWSKI ONIONS	78764123	3257854	prepared entrees consisting primarily of meat, fish, poultry or vegetables
	78642025	3419984	restaurant services
LOGAN'S	78641323	3326246	restaurant services
	76481400	2797192	restaurant services
	78268703	2934163	restaurant services
	78854005	3202110	restaurant services
LOGAN'S ROADHOUSE	74291119	1874314	restaurants
LOGAN'S TWISTED PUNCHES	85418614	4142037	alcoholic beverages except beers
NATIONAL TAKE BACK LUNCH DAY	78-873418	3759425	Restaurant services

Trademark Name	Application No.	Registration No.	Goods/Services
	78864489	3352178	restaurant services
	77200179	3369044	restaurant services
ONION BREWSKI	78764119	3260238	prepared entrees consisting primarily of meat, fish, poultry or vegetables
RAISE THE STEAKS	86341946	4692380	charitable fundraising
ROADIE	77176961	3705795	prepared foods, namely, sandwiches
ROADIES	78841796	3512567	prepared foods for consumption on and off premises, namely, sandwiches
#STEAKWORTHY	86349618	4695901	restaurant services
TAKE BACK LUNCH	78873373	3332537	restaurant services
THE LOGAN	78401171	3077914	prepared combination entrees consisting primarily of meat, fish, poultry and/or vegetables

Trademark Name	Application No.	Registration No.	Goods/Services
THE REAL AMERICAN ROADHOUSE	78642446	3146919	restaurant services
THE UNLIMITED GRILL	85254911	4103288	prepared entrees consisting primarily of meat, fish, poultry or vegetables and bar and restaurant services
NUT-E CLUB	86634349	4912600	restaurant and bar services featuring a customer loyalty program to reward club member customers
GET NUT-E	86634435	4874282	bar and restaurant services featuring a customer loyalty program to reward club member customers
LOGAN'S ROADHOUSE STEAKS RIBS SPIRITS	86650987	4918070	restaurant services
MUSIC CITY LIVE!	86774208	Pending (Approved for Publication)	entertainment services, namely, a live music concert tour

Domain Names

Logansbenefits.com

logansgiveaway.com

logansinvestors.com

loganslistens.com

logansmobile.com

logansmobile.mobi
logansmobile.net
logansnuteclub.com
logansnuteclub.net

logansroadhouse.info
logansroadhouse.net
logans-roadhouse.net
logansroadhouse.org

nuteclub.com
nuteclub.net
logansroadhouse.com
logans-roadhouse.mobi

Trademark Licenses:

Sponsorship Agreement between Logan's Roadhouse, Inc. and Tennessee Football, Inc., dated as of August 1, 2007.

*ALL OF THE FOREGOING ARE OWNED BY LOGAN'S ROADHOUSE, INC.