# CH \$665.00 41420

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM407442

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as collateral agent		11/23/2016	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Logan's Roadhouse, Inc.
Street Address:	3011 Armory Drive
Internal Address:	Suite 300
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37204
Entity Type:	Corporation: TENNESSEE

# **PROPERTY NUMBERS Total: 26**

PROPERTY NUMBERS	1	Mand Mand
Property Type	Number	Word Mark
Registration Number:	4142037	LOGAN'S TWISTED PUNCHES
Registration Number:	4692380	RAISE THE STEAKS
Registration Number:	4695901	#STEAKWORTHY
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!
Registration Number:	1874314	LOGAN'S ROADHOUSE
Registration Number:	2797192	LOGAN'S ROADHOUSE
Registration Number:	2934163	LOGAN'S ROADHOUSE
Registration Number:	3077914	THE LOGAN
Registration Number:	3146919	THE REAL AMERICAN ROADHOUSE
Registration Number:	3202110	LOGAN'S ROADHOUSE
Registration Number:	3239245	PEANUT SHOOTER
Registration Number:	3257854	BREWSKI ONIONS
Registration Number:	3260238	ONION BREWSKI

TRADEMARK

REEL: 005934 FRAME: 0586

900386669

Property Type	Number	Word Mark
Registration Number:	3326246	LOGAN'S
Registration Number:	3332537	TAKE BACK LUNCH
Registration Number:	3352178	
Registration Number:	3368781	REAL CHOICES. REAL VALUE.
Registration Number:	3369044	
Registration Number:	3419984	LOGAN'S
Registration Number:	3512567	ROADIES
Registration Number:	3705795	ROADIE
Registration Number:	3759425	NATIONAL TAKE BACK LUNCH DAY

### CORRESPONDENCE DATA

**Fax Number:** 2024083141

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:** 2024083141

Email: jean.paterson@cscglobal.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	380772-2
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	12/02/2016

### **Total Attachments: 4**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of November 23, 2016 ("Effective Date") from WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, located at 150 East 42nd Street, 40th Floor, New York, NY 10017, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement, dated as of October 15, 2015 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the Grantor (as defined below), LRI Holdings, Inc. ("Holdings") and the Subsidiary Guarantors party thereto in favor of the Collateral Agent), to LOGAN'S ROADHOUSE, INC., a Tennessee corporation, located at 3011 Armory Drive, Suite 300, Nashville, TN 37204 (the "Grantor").

WHEREAS, the Grantor, Holdings, the Subsidiary Guarantors party thereto, Well Fargo Bank, National Association, as trustee (in such capacity, the "<u>Trustee</u>") and the Collateral Agent have entered into an Indenture, dated as of October 15, 2015 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), providing for the issuance of notes in a series of the Grantor;

WHEREAS, in connection with the Security Agreement, the Grantor and the Collateral Agent entered into (i) that certain Notice and Confirmation of Grant of Second Lien Security Interest in Trademarks, dated as of October 15, 2015 (the "Initial Trademark Security Agreement"), and (ii) that certain Supplemental Notice and Confirmation of Grant of Second Lien Security Interest in Trademarks, dated as of December 30, 2015 (the "Supplemental Trademark Security Agreement" and, together with the Initial Trademark Security Agreement, the "Trademark Security Agreements");

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreements, as security for the prompt and complete payment and performance when due of all of its Secured Obligations, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's Trademarks, including, without limitation, those items set forth on Schedule I attached hereto (collectively, the "Trademark Collateral"); and

**WHEREAS**, the Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 6, 2016 at Reel 5703, Frame 0703.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

### **Section 1. Definitions**

1.1 Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, but not defined herein shall have the meanings provided or provided by reference in the Security Agreement, the Indenture, or the Trademark Security Agreements, as applicable.

### Section 2. Release of Security Interest in Trademark Collateral

2.1 Without recourse and without representation and warranty of any kind, the Collateral Agent hereby (i) terminates, cancels and releases any and all security interests it has against the Trademark Collateral, and (ii) consents to the termination of the Trademark Security Agreements with respect to such Trademark Collateral.

- 2.2 The Collateral Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the expense of the Grantor.
- 2.3 The Collateral Agent hereby authorizes Grantor or any of its authorized representatives to file this Release with the United States Patent and Trademark Office or any other applicable governmental office. The Collateral Agent hereby further authorizes and requests that the Commissioner for Trademarks record this Release.

### Section 3. Miscellaneous

- 3.1 <u>Governing Law</u>. This Release and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the law of the State of New York, without regard to any conflicts of laws principles that would require or permit the laws of any other jurisdiction to apply.
- 3.2 <u>Counterparts</u>. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow on Next Page]

\* \* \* \* \*

**IN WITNESS WHEREOF,** the undersigned has executed this Release by its duly authorized representative as of the Effective Date.

WELLS FARGO BANK, NATIONAL ASSOCIATION,

As Collateral Agent

By:

Title: VICE TRESIDENT

# SCHEDULE I

## TRADEMARKS

Trademark	Registration No.	Serial No.
LOGAN'S TWISTED PUNCHES	4142037	85418614
RAISE THE STEAKS	4692380	86341946
#STEAKWORTHY	4695901	86349618
THE UNLIMITED GRILL	4103288	85254911
NUT-E CLUB	4912600	86634349
GET NUT-E	4874282	86634435
LOGAN'S ROADHOUSE STEAKS	4918070	86650987
RIBS SPIRITS		
MUSIC CITY LIVE!	N/A	86774208
LOGAN'S ROADHOUSE	1874314	74291119
LOGAN'S ROADHOUSE (AND	2797192	76481400
DESIGN)		
LOGAN'S ROADHOUSE (AND	2934163	78268703
DESIGN)		
THE LOGAN	3077914	78401171
THE REAL AMERICAN	3146919	78642446
ROADHOUSE		
LOGAN'S ROADHOUSE (AND	3202110	78854005
DESIGN)		
PEANUT SHOOTER	3239245	78836930
BREWSKI ONIONS	3257854	78764123
ONION BREWSKI	3260238	78764119
LOGAN'S	3326246	78641323
TAKE BACK LUNCH	3332537	78873373
MISCELLANEOUS DESIGN	3352178	78864489
(BUCKET LINE DRAWING)		
RAEL CHOICES, REAL VALUE.	3368781	77176947
MISCELLANEOUS DESIGN	3369044	77200179
(PEANUT DRAWING)		
LOGAN'S (STYLIZED)	3419984	78642025
ROADIES	3512567	78841796
ROADIE	3705795	77176961
NATIONAL TAKE BACK LUNCH	3759425	78873418
DAY		

**RECORDED: 12/02/2016**