

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496554

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks recorded at RF 5933/0852

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cortland Capital Market Services LLC, as Agent		11/01/2018	Limited Liability Company: DELAWARE

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: 23

Property Type	Number	Word Mark
Registration Number:	4695901	#STEAKWORTHY
Registration Number:	3352178	
Registration Number:	3369044	
Registration Number:	3257854	BREWSKI ONIONS
Registration Number:	4874282	GET NUT-E
Registration Number:	3326246	LOGAN'S
Registration Number:	3419984	LOGAN'S
Registration Number:	1874314	LOGAN'S ROADHOUSE
Registration Number:	2797192	LOGAN'S ROADHOUSE
Registration Number:	2934163	LOGAN'S ROADHOUSE
Registration Number:	3202110	LOGAN'S ROADHOUSE
Registration Number:	4918070	LOGAN'S ROADHOUSE STEAKS RIBS SPIRITS
Registration Number:	4142037	LOGAN'S TWISTED PUNCHES
Registration Number:	4912600	NUT-E CLUB
Registration Number:	3260238	ONION BREWSKI
Registration Number:	4692380	RAISE THE STEAKS
Registration Number:	3705795	ROADIE

CH \$590.00 4695901

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3512567	ROADIES
Registration Number:	3332537	TAKE BACK LUNCH
Registration Number:	3077914	THE LOGAN
Registration Number:	3146919	THE REAL AMERICAN ROADHOUSE
Registration Number:	4103288	THE UNLIMITED GRILL
Serial Number:	86809494	THE RIGHT WAY TO ROADHOUSE

CORRESPONDENCE DATA

Fax Number: 2127514864
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: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 88
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	063123-0001
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	11/02/2018

Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of November 1, 2018, by CORTLAND CAPITAL MARKET SERVICES LLC, as agent (in such capacity, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below), in favor of Logan's Roadhouse, Inc., a Tennessee corporation (the "Grantor"). Capitalized terms used herein without definition shall have the meaning provided or provided by reference in the Trademark Security Agreement (as defined below).

WITNESSETH

WHEREAS, the Grantor has entered into that certain First Lien Revolving Credit Agreement, dated as of November 23, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among the Grantor, the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Agent, as Agent for the Lenders;

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantor has entered into that First Lien Guarantee and Collateral Agreement, dated as of November 23, 2016, in favor of the Agent (together with all amendments and modifications, if any, from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantor entered into that certain Supplemental Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of November 23, 2016, (the "Trademark Security Agreement," and together with all other agreements, guarantees and instruments entered into in connection therewith, the "Loan Documents"), by the Grantor and the other grantors party thereto, in favor of JPMorgan Chase Bank N.A. (the "Prior Agent"), which was recorded with the United States Patent and Trademark Office on December 2, 2016 at Reel 5933, Frame 0852;

WHEREAS, under the terms of the Loan Documents, the Grantor granted to the Prior Agent for the benefit of the Secured Parties to secure payment and performance when due of the Borrower Obligations a security interest in all of the Grantor's Trademarks (other than Excluded Property), including, without limitation, those items listed on Schedule 1 attached hereto (collectively, the "Trademark Collateral");

WHEREAS, pursuant to that certain Resignation and Assignment Agreement, dated as of December 12, 2017, by and among the Prior Agent, the Agent, the Grantor, and other parties thereto (the "Resignation and Assignment Agreement"), the Prior Agent and Agent entered into that certain Assignment of Trademark Security Agreement, dated December 12, 2017 (the "TSA Assignment"), which was recorded with the United States Patent and Trademark Office on December 14, 2017 at Reel 6228, Frame 0564;

WHEREAS, pursuant to the TSA Assignment, the Prior Agent assigned and transferred to the Agent and its successors and assigns, all of its rights, title and interest in and to the Trademark Security Agreement without representations and warranties of any kind;

WHEREAS, the Grantor has requested that the Agent release its security interest in the Trademark Collateral; and

WHEREAS, the Grantor and the Agent desire that the Agent terminate and release its Lien on, and any and all security interest the Agent may hold in, the Trademark Collateral.

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

The Agent hereby, on behalf of itself, the Lenders, the L/C Issuers and the other Secured Parties, without recourse, representation, warranty or other assurance of any kind by Agent (express or implied) as to Agent's rights in any Trademark Collateral, the condition or value of any Trademark Collateral, terminates, discharges and releases its security interest in the Trademark Collateral, and assigns any and all right, title or interest that it may have therein to the Grantor. In the event of any conflict between the provisions of this Release and the provisions of that certain Payoff Letter, dated as of the date hereof, by and among the Grantor, the other parties thereto and the Agent (the "Payoff Letter"), the applicable provision of the Payoff Letter shall govern and control.

The Agent hereby authorizes the Grantor, any of the Grantor's authorized representatives or any new lender or collateral agent to the Credit Parties, to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to memorialize the release, discharge or termination of any Lien on, or security interest in, the Trademark Collateral as contemplated hereby.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, filings, agreements and certificates and to do such other acts, in each case at the Grantor's expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the Lien on, and security interest in, the Trademark Collateral as contemplated hereby.


THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

Delivery of an executed counterpart of this Release by facsimile or other electronic transmission (i.e. "pdf") shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND
RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of
the date first above written.

**CORTLAND CAPITAL MARKET
SERVICES LLC, as Agent**

By: 
Name: Matthew Trybula
Title: Associate Counsel

**Schedule 1 to
Termination and Release of Security Interest in Trademarks**

Trademark	Registration No.	Serial No.	Owner
#STEAKWORTHY	4,695,901	86349618	Logan's Roadhouse, Inc.
[Design Only]	3,352,178	78864489	Logan's Roadhouse, Inc.
[Design Only]	3,369,044	77200179	Logan's Roadhouse, Inc.
BREWSKI ONIONS	3,257,854	78764123	Logan's Roadhouse, Inc.
GET NUT-E	4,874,282	86634435	Logan's Roadhouse, Inc.
LOGAN'S	3,326,246	78641323	Logan's Roadhouse, Inc.
LOGAN'S	3,419,984	78642025	Logan's Roadhouse, Inc.
LOGAN'S ROADHOUSE	1,874,314	74291119	Logan's Roadhouse, Inc.
LOGAN'S ROADHOUSE	2,797,192	76481400	Logan's Roadhouse, Inc.
LOGAN'S ROADHOUSE	2,934,163	78268703	Logan's Roadhouse, Inc.
LOGAN'S ROADHOUSE	3,202,110	78854005	Logan's Roadhouse, Inc.
LOGAN'S ROADHOUSE STEAKS RIBS SPIRITS	4,918,070	86650987	Logan's Roadhouse, Inc.
LOGAN'S TWISTED PUNCHES	4,142,037	85418614	Logan's Roadhouse, Inc.
NUT-E CLUB	4,912,600	86634349	Logan's Roadhouse, Inc.
ONION BREWSKI	3,260,238	78764119	Logan's Roadhouse, Inc.
RAISE THE STEAKS	4,692,380	86341946	Logan's Roadhouse, Inc.
ROADIE	3,705,795	77176961	Logan's Roadhouse, Inc.
ROADIES	3,512,567	78841796	Logan's Roadhouse, Inc.
TAKE BACK LUNCH	3,332,537	78873373	Logan's Roadhouse, Inc.
THE LOGAN	3,077,914	78401171	Logan's Roadhouse, Inc.
THE REAL AMERICAN ROADHOUSE	3,146,919	78642446	Logan's Roadhouse, Inc.
THE RIGHT WAY TO ROADHOUSE		86809494	Logan's Roadhouse, Inc.
THE UNLIMITED GRILL	4,103,288	85254911	Logan's Roadhouse, Inc.