

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628155

|                                   |   |  |  |
|-----------------------------------|---|--|--|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT  |  |  |
| <b>NATURE OF CONVEYANCE:</b>      | TRADEMARK SECURITY AGREEMENT                          |  |  |
| <b>CONVEYING PARTY DATA</b>       |   |  |  |
| <b>Name</b>                       | <b>Formerly</b>                                       | <b>Execution Date</b>                    | <b>Entity Type</b>                     |
| RTBD, LLC                         |   | 02/24/2021                               | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |   |  |  |
| <b>Name:</b>                      | TCW ASSET MANAGEMENT COMPANY LLC, as Collateral Agent |  |  |
| <b>Street Address:</b>            | 1251 Avenue of the Americas, Suite 4700               |  |  |
| <b>City:</b>                      | New York  |  |  |
| <b>State/Country:</b>             | NEW YORK  |  |  |
| <b>Postal Code:</b>               | 10020   |  |  |
| <b>Entity Type:</b>               | Limited Liability Company: DELAWARE                   |  |  |
| <b>PROPERTY NUMBERS Total: 25</b> |   |  |  |
| <b>Property Type</b>              | <b>Number</b>   | <b>Word Mark</b>                         |  |
| <b>Registration Number:</b>       | 4926344   | COLOSSAL BURGER                          |  |
| <b>Registration Number:</b>       | 5249318   | RUBY RELAXER                             |  |
| <b>Registration Number:</b>       | 6024467   | R TIME RUBY TUESDAY                      |  |
| <b>Registration Number:</b>       | 5336920   | R · TIME                                 |  |
| <b>Registration Number:</b>       | 3492660   | RUBY MINIS                               |  |
| <b>Registration Number:</b>       | 1110690   | RUBY TUESDAY                             |  |
| <b>Registration Number:</b>       | 4021117   | RUBY TUESDAY SIMPLE FRESH AMERICAN DININ |  |
| <b>Registration Number:</b>       | 2906632   | RUBY TUESDAY'S SMART EATING              |  |
| <b>Registration Number:</b>       | 3409948   | RUBYTUEGO                                |  |
| <b>Registration Number:</b>       | 1879012   | RUBY TUESDAY                             |  |
| <b>Registration Number:</b>       | 5447511   | RUBY TUESDAY                             |  |
| <b>Registration Number:</b>       | 5447512   | [ FIT&TRIM ]                             |  |
| <b>Registration Number:</b>       | 5568508   | SO CONNECTED                             |  |
| <b>Registration Number:</b>       | 5598551   | RT                                       |  |
| <b>Registration Number:</b>       | 5437132   | RUBY TUESDAY                             |  |
| <b>Registration Number:</b>       | 5598572   | RT                                       |  |
| <b>Registration Number:</b>       | 5453616   | RUBY TUESDAY BURGER ROADSHOW             |  |
| <b>Registration Number:</b>       | 5453617   | RUBY TUESDAY BURGER ROADSHOW             |  |
| <b>Registration Number:</b>       | 5453618   | BURGER ROADSHOW                          |  |
| <b>TRADEMARK</b>                  |   |  |  |

CH \$640.00 4926344

| Property Type        | Number   | Word Mark       |
|----------------------|----------|-----------------|
| Registration Number: | 5753650  |                 |
| Registration Number: | 5549762  | FIT & TRIM      |
| Registration Number: | 6093424  | GARDEN BAR      |
| Serial Number:       | 88792684 | RUBY'S          |
| Serial Number:       | 90476942 | PASTA AMERICANA |
| Serial Number:       | 90477002 | PASTA AMERICANA |

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2123186532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** Alana Gramer  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** c/o Paul Hastings LLP  
**Address Line 4:** New York, NEW YORK 10166

|                           |                  |
|---------------------------|------------------|
| <b>NAME OF SUBMITTER:</b> | Alana Gramer     |
| <b>SIGNATURE:</b>         | /s/ Alana Gramer |
| <b>DATE SIGNED:</b>       | 02/24/2021       |

**Total Attachments: 6**  
source=TCW\_Ruby - Trademark Security Agreement (U.S.) (Executed)(107125457\_1)#page1.tif  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of February 24, 2021, is made by **RTBD, LLC**, a Delaware limited liability company (“**Grantor**”), to and for the benefit of **TCW ASSET MANAGEMENT COMPANY LLC**, as Collateral Agent.

### RECITALS:

**WHEREAS**, reference hereby is made to that certain Credit and Guaranty Agreement, dated as of February 24, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein and not otherwise defined herein or in the Pledge and Security Agreement shall have the meanings ascribed thereto in the Credit Agreement or the Pledge and Security Agreement, as applicable), by and among **RT ASSET COMPANY HOLDINGS LLC**, a Delaware limited liability company, as a Guarantor, **RUBY TUESDAY OPERATIONS LLC**, a Delaware limited liability company, as a Borrower and Borrower Representative, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and **TCW ASSET MANAGEMENT COMPANY LLC**, as Administrative Agent and Collateral Agent; and

**WHEREAS**, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

**1. Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of itself and the other Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks and Trademark Licenses (other than Trademarks and Trademark Licenses arising under the laws of a jurisdiction other than the United States), including those registrations and applications described on Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of, and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit. Notwithstanding the foregoing, Grantor and the Collateral Agent, on behalf of itself and the other Secured Parties, hereby acknowledge and agree that the security interest in the Trademark Collateral is not to be construed as a present assignment of title to any component of the Trademark Collateral, including without limitation, the trademark registrations and applications described on Schedule 1.

**2. Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event there is a conflict between this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

**3. Authorization to Supplement.** Grantor hereby authorizes Collateral Agent to modify this Agreement by amending Schedule 1 hereto to include any future Trademarks or Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.

**4. Counterparts.** This Agreement may be executed in any number of counterparts (any of which may be delivered by email or other electronic transmission), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Any party delivering an executed counterpart of this Agreement via email or other electronic transmission shall, upon the request by Administrative Agent, also deliver a manually executed original to Administrative Agent or its counsel, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.


**5. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

[Remainder of Page Intentionally Blank]

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

**GRANTOR:**

**RTBD, LLC**

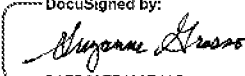
By:  \_\_\_\_\_

Name: Shawn Lederman

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:  
COLLATERAL AGENT:

TCW ASSET MANAGEMENT COMPANY LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
B9EB63E7480E4AB...  
Name: Suzanne Grosso  
Title: Managing Director

[Signature Page to Trademark Security Agreement (U.S.) – RTBD, LLC]

**TRADEMARK**  
**REEL: 007202 FRAME: 0945**

**SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT**

**Part A (U.S. Trademarks)**

| <b>Grantor</b> | <b>Mark</b>                               | <b>Serial/Reg. Number</b> | <b>Filing/Reg. Date</b> |
|----------------|---|---------------------------|-------------------------|
| RTBD, LLC      | COLOSSAL BURGER                           | 4926344                   | 3/29/16                 |
| RTBD, LLC      | RUBY RELAXER                              | 5249318                   | 7/25/17                 |
| RTBD, LLC      | R TIME RUBY TUESDAY (& Design)            | 6024467                   | 3/31/20                 |
| RTBD, LLC      | R · TIME                                  | 5336920                   | 11/14/17                |
| RTBD, LLC      | RUBY MINIS                                | 3492660                   | 8/26/08                 |
| RTBD, LLC      | RUBY TUESDAY (& Design)                   | 1110690                   | 1/2/79                  |
| RTBD, LLC      | RUBY TUESDAY SIMPLE FRESH AMERICAN DINING | 4021117                   | 9/6/11                  |
| RTBD, LLC      | RUBY TUESDAY'S SMART EATING               | 2906632                   | 11/30/04                |
| RTBD, LLC      | RUBYTUEGO                                 | 3409948                   | 4/8/08                  |
| RTBD, LLC      | RUBY TUESDAY                              | 1879012                   | 2/14/95                 |
| RTBD, LLC      | RUBY TUESDAY                              | 5447511                   | 4/17/18                 |
| RTBD, LLC      | Fit&Trim (Stylized)                       | 5447512                   | 4/17/18                 |
| RTBD, LLC      | SO CONNECTED                              | 5568508                   | 9/25/18                 |
| RTBD, LLC      | RT  | 5598551                   | 11/6/18                 |
| RTBD, LLC      | RUBY TUESDAY                              | 5437132                   | 4/3/18                  |
| RTBD, LLC      | RT (& Design)                             | 5598572                   | 11/6/18                 |
| RTBD, LLC      | RUBY TUESDAY BURGER ROADSHOW (Design)     | 5453616                   | 4/24/18                 |
| RTBD, LLC      | RUBY TUESDAY BURGER ROADSHOW              | 5453617                   | 4/24/18                 |
| RTBD, LLC      | BURGER ROADSHOW                           | 5453618                   | 4/24/18                 |
| RTBD, LLC      | RESTAURANT SHAPE (trade dress)            | 5753650                   | 5/14/19                 |
| RTBD, LLC      | FIT & TRIM                                | 5549762                   | 8/28/18                 |
| RTBD, LLC      | GARDEN BAR                                | 6093424                   | 7/7/20                  |
| RTBD, LLC      | RUBY'S                                    | 88/792684                 | 2/11/20                 |
| RTBD, LLC      | PASTA AMERICANA (Design)                  | 90/476942                 | 1/20/21                 |
| RTBD, LLC      | PASTA AMERICANA                           | 90/477002                 | 1/20/21                 |

**SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT**

**Part B (Missouri State Trademarks)**

| <b>Grantor</b> | <b>Mark</b>  | <b>Serial/Reg.<br/>Number</b> | <b>Filing/Reg.<br/>Date</b> |
|----------------|--------------|-------------------------------|-----------------------------|
| RTBD, LLC      | RUBY'S       | 12212                         | 1/22/13                     |
| RTBD, LLC      | RUBY TUESDAY | 12211                         | 1/21/93                     |