

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Claim Jumper Acquisition Company LLC		02/01/2012	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1405341	CLAIM JUMPER	
Registration Number:	2774955	CLAIM JUMPER	
CORRESPONDENCE DATA			
Fax Number:	(650)213-8158		
Phone:	6502130300		
Email:	cishihara@whitecase.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	White & Case LLP / Christina Ishihara		
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1155735-0021		
NAME OF SUBMITTER:	Christina Ishihara		
Signature:	/Christina Ishihara/		

CH \$65.00 1405341

Date:

02/01/2012

Total Attachments: 5

source=Project Grill - Trademark Security Agreement Claim Jumper - Execution Version - C#page1.tif

source=Project Grill - Trademark Security Agreement Claim Jumper - Execution Version - C#page2.tif

source=Project Grill - Trademark Security Agreement Claim Jumper - Execution Version - C#page3.tif

source=Project Grill - Trademark Security Agreement Claim Jumper - Execution Version - C#page4.tif

source=Project Grill - Trademark Security Agreement Claim Jumper - Execution Version - C#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 1, 2012 is entered into by Claim Jumper Acquisition Company LLC, a Nevada limited liability company, (the "Grantor") with principal offices at 1510 West Loop South, Houston, Texas 77027, and certain of its affiliates (collectively, the "Grantors") and Jefferies Finance LLC, as Collateral Agent for the Secured Parties (the "Secured Party"), with principal offices at 520 Madison Avenue, New York, NY 10022.

Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated as of February 1, 2012, among Fertitta Morton's Restaurants, Inc., a Delaware corporation, Fertitta Morton's Holdings, Inc., a Delaware corporation, the other Grantors party thereto and the Secured Party (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Party in certain Trademarks and associated goodwill whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, including all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

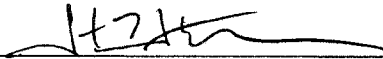
(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, 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 instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

CLAIM JUMPER ACQUISITION COMPANY LLC,
as Grantor

By: 
Name: Steven L. Scheinthal
Title: Vice President and Secretary

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: E.J. Hess
Name: E.J. Hess
Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004709 FRAME: 0185

TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

Trademark	Reg No. (App. No.)	Reg. Date (App. Date)
CLAIM JUMPER	1405341	August 12, 1986
CLAIM JUMPER	2774955	October 21, 2003

II. U.S. TRADEMARK APPLICATIONS

None.