

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310716

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement First Lien
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TGI FRIDAY'S OF MINNESOTA, INC.		07/15/2014	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	3435982	BROWNIE OBSESSION
Registration Number:	4490100	EARN YOUR STRIPES
Serial Number:	86328033	ENDLESS APPETIZERS
Registration Number:	3133940	EVERYONE COULD USE MORE FRIDAY'S
Registration Number:	1203225	FAST FRIDAYS
Registration Number:	977903	FRIDAY'S
Registration Number:	1979633	FRIDAY'S
Registration Number:	2565300	FRIDAY'S
Registration Number:	1988317	FRIDAY'S FRONT ROW SPORTS GRILL
Registration Number:	3259361	FRIDAY'S FRONT ROW SPORTS GRILL
Registration Number:	2659071	FRIDAY'S FRONT ROW SPORTS GRILL
Registration Number:	2129175	FRIDAY'S
Serial Number:	86321855	FRIDAYS
Registration Number:	1858259	FRONT ROW
Registration Number:	3437060	GIVE ME MORE FRIDAY'S
Registration Number:	3636407	GIVE ME MORE STRIPES
Serial Number:	86211432	GO OUT BETTER
Registration Number:	2120962	IN HERE, IT'S ALWAYS FRIDAY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2253463	
Registration Number:	4384934	MY FRIDAYS TAB
Registration Number:	4480825	RIGHT PORTION, RIGHT PRICE
Registration Number:	2220903	SHAKE RATTLE AND POUR
Registration Number:	2220902	SHAKE RATTLE AND POUR
Registration Number:	925656	T.G.I. FRIDAY'S
Registration Number:	1371648	T.G.I. FRIDAY'S
Registration Number:	1380366	T.G.I. FRIDAY'S
Registration Number:	1381314	T.G.I. FRIDAY'S
Registration Number:	2532181	T.G.I. FRIDAY'S
Registration Number:	2294717	T.G.I. FRIDAY'S
Registration Number:	2476076	T.G.I. FRIDAY'S
Registration Number:	1638468	T.G.I. FRIDAY'S
Registration Number:	1417077	T.G.I. FRIDAY'S
Registration Number:	2545010	T.G.I. FRIDAY'S
Registration Number:	2300670	T.G.I. FRIDAY'S
Registration Number:	1760170	T.G.I. FRIDAY'S
Registration Number:	1902042	T.G.I. FRIDAY'S
Registration Number:	3477910	T.G.I. FRIDAY'S
Registration Number:	3518280	T.G.I. FRIDAY'S
Registration Number:	3518281	T.G.I. FRIDAY'S
Registration Number:	3229827	T.G.I. FRIDAY'S
Registration Number:	2963202	T.G.I. FRIDAY'S
Registration Number:	2448080	T.G.I. FRIDAY'S
Registration Number:	1778205	T.G.I. FRIDAY'S
Registration Number:	2164903	T.G.I.F.
Serial Number:	85585244	TGI FRIDAYS
Registration Number:	4544761	TGI FRIDAYS
Registration Number:	4544763	TGI FRIDAYS
Registration Number:	4548896	TGI FRIDAYS
Registration Number:	4544764	TGI FRIDAYS
Serial Number:	85888358	TGI FRIDAYS
Serial Number:	85888371	TGI FRIDAYS
Serial Number:	85888380	TGI FRIDAYS
Serial Number:	85888385	TGI FRIDAYS
Serial Number:	85888394	TGI FRIDAYS
Registration Number:	3680711	TGIF
Registration Number:	3887359	THANK GOD IT'S FRIDAY'S

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F150784
NAME OF SUBMITTER:	Karen S. Cottrell
SIGNATURE:	/Karen S. Cottrell/
DATE SIGNED:	07/15/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by TGI Friday’s of Minnesota, Inc. (the “**Grantor**”) in favor of Credit Suisse AG, Cayman Islands Branch, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, by execution and delivery of that certain Joinder to First Lien Security Agreement, dated as of July 15, 2014, among the Joining Parties as therein defined and the Administrative Agent, the Grantor is a party to a First Lien Security Agreement, dated as of July 15, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between the Grantor and the other grantors party thereto from time to time and the Administrative Agent, pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor 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

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, the Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time hereafter owned or acquired by such Grantor or in which such Grantor now has or at any time in the future may own or acquire any right, title, or interest (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the

Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by the Grantor or that the Grantor otherwise has the right to license, or granting to the Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of the Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

Notwithstanding anything to the contrary in this Agreement, for the avoidance of doubt, the Trademark Collateral shall exclude the Excluded Assets.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, 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. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

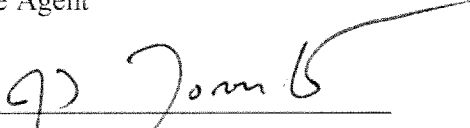
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TGI FRIDAY'S OF MINNESOTA, INC.,
as Grantor

By: Kathryn M. Kotel
Name: Kathryn M. Kotel
Title: Senior Vice President

[Signature Page – First Lien Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Administrative Agent

By: 
Name: JOHN D. TORONTO
Title: AUTHORIZED SIGNATORY

By: 
Name: WHITNEY GASTON
Title: AUTHORIZED SIGNATORY

[Signature Page -- First Lien Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
UNITED STATES	BROWNIE OBSESSION	78/778,430	12/21/2005	3,435,982	5/27/2008	REGISTERED
UNITED STATES	EARN YOUR STRIPES	85/050,537	5/28/2010	4,490,100	3/4/2014	REGISTERED
UNITED STATES	ENDLESS APPETIZERS	86/328,033	07/03/2014			PENDING
UNITED STATES	EVERYONE COULD USE MORE FRIDAY'S	78/439,318	6/22/2004	3,133,940	8/22/2006	REGISTERED
UNITED STATES	FAST FRIDAYS	73/324,113	8/17/1981	1,203,225	7/27/1982	REGISTERED
UNITED STATES	FRIDAY'S	72/445,054	1/3/1973	977,903	1/29/1974	REGISTERED
UNITED STATES	FRIDAY'S	74/690,247	6/13/1995	1,979,633	6/11/1996	REGISTERED
UNITED STATES	FRIDAY'S	76/284,356	7/13/2001	2,565,300	4/30/2002	REGISTERED
UNITED STATES	FRIDAY'S FRONT ROW SPORTS GRILL and Design	74/679,172	5/23/1995	1,988,317	7/23/1996	REGISTERED
UNITED STATES	FRIDAY'S FRONT ROW SPORTS GRILL and Design (Block Print)	78/678,772	7/26/2005	3,259,361	7/3/2007	REGISTERED
UNITED STATES	FRIDAY'S FRONT ROW SPORTS GRILL and Design (Script)	76/356,370	1/8/2002	2,659,071	12/10/2002	REGISTERED
UNITED STATES	FRIDAY'S Stylized	75/272,402	4/10/1997	2,129,175	1/13/1998	REGISTERED
UNITED STATES	FRIDAYS and Design (Block FRIDAYS Logo)	86/321,855	06/26/2014			PENDING
UNITED STATES	FRONT ROW	74/353,078	1/27/1993	1,858,259	10/11/1994	REGISTERED
UNITED STATES	GIVE ME MORE FRIDAY'S	77/079,263	1/9/2007	3,437,060	5/27/2008	REGISTERED
UNITED STATES	GIVE ME MORE STRIPES	77/425,896	3/19/2008	3,636,407	6/9/2009	REGISTERED
UNITED STATES	GO OUT BETTER	86/211,432	03/05/2014			PENDING
UNITED STATES	IN HERE, IT'S ALWAYS FRIDAY	75/102,473	5/10/1996	2,120,962	12/16/1997	REGISTERED
UNITED STATES	Miscellaneous Design (Globe & Bars Design)	75/468,944	4/16/1998	2,253,463	6/15/1999	REGISTERED
UNITED STATES	MY FRIDAY'S TAB	85/557,531	3/1/2012	4,384,934	8/13/2013	REGISTERED
UNITED STATES	RIGHT PORTION, RIGHT PRICE	86/000,482	7/2/2013	4,480,825	2/11/2014	REGISTERED
UNITED STATES	SHAKE RATTLE AND POUR	75/269,466	4/4/1997	2,220,903	1/26/1999	REGISTERED
UNITED STATES	SHAKE RATTLE AND POUR	75/269,464	4/4/1997	2,220,902	1/26/1999	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	72/371,156	9/21/1970	925,656	12/14/1971	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	73/539,766	5/28/1985	1,371,648	11/19/1985	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	73/539,765	5/28/1985	1,380,366	1/28/1986	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	73/541,238	5/31/1985	1,381,314	2/4/1986	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	76/286,298	7/11/2001	2,532,181	1/22/2002	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	75/417,742	1/14/1998	2,294,717	11/23/1999	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	75/417,744	1/14/1998	2,476,076	8/7/2001	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	73/834,052	10/16/1989	1,638,468	3/19/1991	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S	73/540,283	5/29/1985	1,417,077	11/18/1986	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design	76/284,032	7/13/2001	2,545,010	3/5/2002	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design	75/418,441	1/15/1998	2,300,670	12/14/1999	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design	74/291,049	7/6/1992	1,760,170	3/23/1993	REGISTERED

Country	Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
UNITED STATES	T.G.I. FRIDAY'S and Design	74/511,587	4/12/1994	1,902,042	6/27/1995	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design [new logo]	78/421,820	5/19/2004	3,477,910	7/29/2008	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design [new logo]	78/799,050	1/25/2006	3,518,280	10/14/2008	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design [new logo]	78/799,059	1/25/2006	3,518,281	10/14/2008	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design [new logo]	78/911,003	6/19/2006	3,229,827	4/17/2007	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design [new logo]	78/331,642	11/21/2003	2,963,202	6/21/2005	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S and Design [new logo]	75/418,630	1/15/1998	2,448,080	5/1/2001	REGISTERED
UNITED STATES	T.G.I. FRIDAY'S Stylized	74/315,550	9/21/1992	1,778,205	6/22/1993	REGISTERED
UNITED STATES	T.G.I.F.	74/294,193	7/14/1992	2,164,903	6/16/1998	REGISTERED
UNITED STATES	TGI FRiDAYS and Design (6- Stripe)	85/585,244	3/30/2012			ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,306	3/27/2013	4,544,761	6/3/2014	ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,326	3/27/2013	4,544,763	6/3/2014	ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,334	3/27/2013	4,548,896	6/10/2014	ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,342	3/27/2013	4,544,764	6/3/2014	ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,358	3/27/2013			ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,371	3/27/2013			ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,380	3/27/2013			ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,385	3/27/2013			ALLOWED
UNITED STATES	TGI FRIDAYS and Design (Brick)	85/888,394	3/27/2013			ALLOWED
UNITED STATES	TGIF	77/393,845	2/11/2008	3,680,711	9/8/2009	REGISTERED
UNITED STATES	THANK GOD IT'S FRIDAY'S	77/782,764	7/16/2009	3,887,359	12/7/2010	REGISTERED