

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489144

|                              |                              |
|------------------------------|------------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT               |
| <b>NATURE OF CONVEYANCE:</b> | TRADEMARK SECURITY AGREEMENT |

## CONVEYING PARTY DATA

| Name                         | Formerly | Execution Date | Entity Type                         |
|------------------------------|----------|----------------|-------------------------------------|
| BARTECA RESTAURANTS, LLC     |          | 06/27/2018     | Limited Liability Company: DELAWARE |
| CENTER CUT HOSPITALITY, INC. |          | 06/27/2018     | Corporation: DELAWARE               |

## RECEIVING PARTY DATA

|                        |  |
|------------------------|--|
| <b>Name:</b>           | JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT |
| <b>Street Address:</b> | 383 MADISON AVENUE                                 |
| <b>City:</b>           | NEW YORK   |
| <b>State/Country:</b>  | NEW YORK   |
| <b>Postal Code:</b>    | 10179  |
| <b>Entity Type:</b>    | National Banking Association: UNITED STATES        |

## PROPERTY NUMBERS Total: 33

| Property Type        | Number  | Word Mark                                |
|----------------------|---------|--|
| Registration Number: | 4725712 | BARCELONA                                |
| Registration Number: | 3790015 |  |
| Registration Number: | 4352284 | BARTACO                                  |
| Registration Number: | 4352285 | BARTACO                                  |
| Registration Number: | 5388266 | CELEBRATING LIFE IN RESTAURANTS          |
| Registration Number: | 1962699 | DEL FRISCO'S                             |
| Registration Number: | 3260529 | DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE U. |
| Registration Number: | 4272729 | DEL FRISCO'S GRILLE                      |
| Registration Number: | 4578786 | DEL FRISCO'S GRILLE                      |
| Registration Number: | 4354375 | DEL FRISCO'S GRILLE                      |
| Registration Number: | 4222767 | DEL FRISCO'S RESTAURANT GROUP            |
| Registration Number: | 4313694 | DFRG                                     |
| Registration Number: | 4320110 | DO RIGHT & FEAR NO MAN                   |
| Registration Number: | 4288462 | DO RIGHT & FEED EVERY MAN                |
| Registration Number: | 1958923 | DOUBLE EAGLE STEAK HOUSE                 |
| Registration Number: | 4267007 | MEAT UP, DRINK UP. DEL FRISCOS'S GRILLE  |
| Registration Number: | 4629526 | RARE REWARDS                             |

CH \$840.00 4725712

TRADEMARK

| Property Type        | Number   | Word Mark                              |
|----------------------|----------|--|
| Registration Number: | 2249440  | RINGSIDE AT SULLIVAN'S                 |
| Registration Number: | 2256909  | RINGSIDE AT SULLIVAN'S                 |
| Registration Number: | 5222395  | SOMM WARS                              |
| Registration Number: | 5222584  | SOMM WARS                              |
| Registration Number: | 2529991  | SULLIVAN'S STEAKHOUSE                  |
| Registration Number: | 2062637  | SULLIVAN'S STEAKHOUSE                  |
| Registration Number: | 3264502  | SULLIVAN'S STEAKHOUSE                  |
| Registration Number: | 4319859  | SULLY'S                                |
| Registration Number: | 4328763  | SULLY'S SIDE BAR                       |
| Registration Number: | 4184068  | SULLY'S SIDE BAR TACOS. TEQUILA & TAPS |
| Registration Number: | 2853848  | SWINGIN' AT SULLIVAN'S                 |
| Registration Number: | 4260563  | SWINGIN' AT SULLY'S                    |
| Serial Number:       | 87915725 | DEL FRISCO'S                           |
| Serial Number:       | 87904010 | DEL FRISCO'S DOUBLE EAGLE STEAKHOUSE   |
| Serial Number:       | 87704834 | D F R G DEL FRISCO'S RESTAURANT GROUP  |
| Serial Number:       | 87704852 | D F R G                                |

#### CORRESPONDENCE DATA

Fax Number: 2124552502

*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) 455-3346

Email: ksolomon@stblaw.com

Correspondent Name: MELANIE JOLSON, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

|                         |                |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 509265/2134    |
| NAME OF SUBMITTER:      | MELANIE JOLSON |
| SIGNATURE:              | /MJ/           |
| DATE SIGNED:            | 09/07/2018     |

#### Total Attachments: 9

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), effective as of June 27, 2018 is made by BARTECA RESTAURANTS, LLC, a Delaware limited liability company, located at 22 Elizabeth Street, Norwalk, CT 06854 ("Barteca") and CENTER CUT HOSPITALITY, INC., a Delaware corporation, located at 2900 Ranch Trail, Irving, TX 75063 ("Center Cut") (Barteca and Center Cut, each a "Grantor" and collectively "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association located at 383 Madison Avenue, New York, NY 10179, in its capacity as Administrative Agent (the "Administrative Agent") for the Lenders, parties to the Credit Agreement, dated as of June 27, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among DEL FRISCO'S RESTAURANT GROUP, INC., a Delaware Corporation (the "Borrower"), the Lenders, and the Administrative Agent.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to, among other things, make Loans and other Extensions of Credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain subsidiaries of the Borrower (including the Grantors, each a Wholly-Owned Subsidiary of the Borrower) have executed and delivered a Security Agreement, dated as of June 27, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower and the Grantors pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property (as defined in the Security Agreement), including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantors hereby pledge and grant a lien on and security interest in, all of their right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral") to the Administrative Agent for the benefit of the Secured Parties.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of the security interest herein with the United States Patent and Trademark Office. The security interest granted hereby is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Administrative Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit

Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. 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 govern.

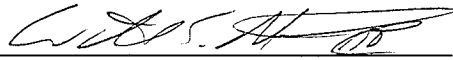
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York

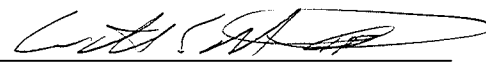
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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

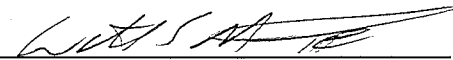
DEL FRISCO'S RESTAURANT GROUP, INC.  
as Borrower

By:   
Name: William S. Martens, III  
Title: Secretary

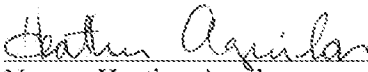
BARTECA RESTAURANTS, LLC

By:   
Name: William S. Martens, III  
Title: Secretary

CENTER CUT HOSPITALITY, INC.

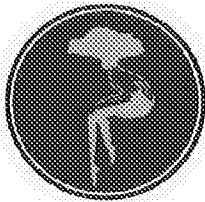
By:   
Name: William S. Martens, III  
Title: Secretary

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent




By:   
Name: Heather Aguilar  
Title: Authorized Signer

[Signature Page to Trademark Security Agreement]

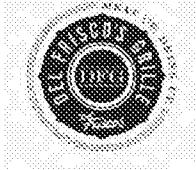
**SCHEDULE A**  
**TRADEMARKS**



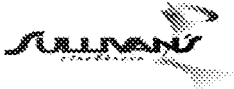
| Owner                    | Trademark   | Registration/ Application Number |
|--------------------------|---|----------------------------------|
| Barteca Restaurants, LLC | BARCELONA (Stylized) <sup>1</sup><br>      | 4725712                          |
| Barteca Restaurants, LLC | Design Only<br>                            | 3790015                          |
| Barteca Restaurants, LLC | bartaco<br>(standard character mark)<br> | 4352284                          |
| Barteca Restaurants, LLC | bartaco<br>(design plus words)<br>       | 4352285                          |




<sup>1</sup>This trademark registration is limited to the area comprising the entire United States, and its territories and possessions, except the states of Missouri and Indiana pursuant to Concurrent Use Proceeding No. 94002326.

| Owner                        | Trademark  | Registration/ Application Number |
|------------------------------|--|----------------------------------|
| Center Cut Hospitality, Inc. | CELEBRATING LIFE IN RESTAURANTS (standard character mark)  | 5388266                          |
| Center Cut Hospitality, Inc. | DEL FRISCO'S (standard character mark)   | 1962699                          |
| Center Cut Hospitality, Inc. | DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE U.S.D.A. PRIME (design plus words)  | 3260529                          |
| Center Cut Hospitality, Inc. | DEL FRISCO'S GRILLE (standard character mark)  | 4272729                          |
| Center Cut Hospitality, Inc. | DEL FRISCO'S GRILLE (design plus words)                                 | 4578786                          |
| Center Cut Hospitality, Inc. | DEL FRISCO'S GRILLE (design plus words)                                 | 4354375                          |
| Center Cut Hospitality, Inc. | DEL FRISCO'S RESTAURANT GROUP (standard character mark)  | 4222767                          |
| Center Cut Hospitality, Inc. | DFRG   | 4313694                          |



| Owner                        | Trademark   | Registration/ Application Number |
|------------------------------|---|----------------------------------|
|                              | (standard character mark)   |                                  |
| Center Cut Hospitality, Inc. | DO RIGHT & FEAR NO MAN<br><br>(standard character mark)   | 4320110                          |
| Center Cut Hospitality, Inc. | DO RIGHT & FEED EVERY<br>MAN<br>(standard character mark)   | 4288462                          |
| Center Cut Hospitality, Inc. | DOUBLE EAGLE STEAK<br>HOUSE<br><br>(standard character mark)  | 1958923                          |
| Center Cut Hospitality, Inc. | MEAT UP. DRINK UP. DEL<br>FRISCO'S GRILLE DFG DEL<br>FRISCO'S<br>(design plus words)<br><br> | 4267007                          |
| Center Cut Hospitality, Inc. | RARE REWARDS<br><br>(standard character mark)   | 4629526                          |
| Center Cut Hospitality, Inc. | RINGSIDE AT SULLIVAN'S<br><br>(standard character mark)   | 2249440                          |

| Owner                        | Trademark   | Registration/ Application Number |
|------------------------------|---|----------------------------------|
| Center Cut Hospitality, Inc. | RINGSIDE AT SULLIVAN'S<br>(design plus words)<br>  | 2256909                          |
| Center Cut Hospitality, Inc. | SOMM WARS<br>(standard character mark)  | 5222395                          |
| Center Cut Hospitality, Inc. | SOMM WARS<br>(design plus words)<br>               | 5222584                          |
| Center Cut Hospitality, Inc. | SULLIVAN'S STEAKHOUSE<br>(standard character mark)  | 2529991                          |
| Center Cut Hospitality, Inc. | SULLIVAN'S STEAKHOUSE<br>(standard character mark)  | 2062637                          |
| Center Cut Hospitality, Inc. | SULLIVAN'S STEAKHOUSE<br>(design plus words)<br> | 3264502                          |
| Center Cut Hospitality, Inc. | SULLY'S<br>(standard character mark)  | 4319859                          |
| Center Cut Hospitality, Inc. | SULLY'S SIDE BAR<br>(standard character mark)   | 4328763                          |
| Center Cut Hospitality, Inc. | SULLY'S SIDE BAR TACOS,<br>TEQUILA & TAPS   | 4184068                          |

| Owner                        | Trademark   | Registration/ Application Number |
|------------------------------|---|----------------------------------|
|                              | (design plus words)<br>                                    |                                  |
| Center Cut Hospitality, Inc. | SWINGIN' AT SULLIVAN'S<br>(standard character mark)   | 2853848                          |
| Center Cut Hospitality, Inc. | SWINGIN' AT SULLY'S<br>(standard character mark)  | 4260563                          |
| Center Cut Hospitality, Inc. | DEL FRISCO'S (standard character mark)  | 87915725                         |
| Center Cut Hospitality, Inc. | DEL FRISCO'S DOUBLE EAGLE STEAK HOUSE<br>(standard character mark)  | 87904010                         |
| Center Cut Hospitality, Inc. | DEL FRISCO'S RESTAURANT GROUP<br>(design plus words)<br> | 87704834                         |
| Center Cut Hospitality, Inc. | D F R G<br>(design plus words)<br>                       | 87704852                         |