

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Big River Breweries, Inc.		11/01/2018	Corporation: TENNESSEE
Wadsworth Old Chicago, Inc.		11/01/2018	Corporation: COLORADO
Walnut Brewery, Inc.		11/01/2018	Corporation: COLORADO
Logan's Roadhouse, Inc.		11/01/2018	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1808 Aston Avenue, Suite 250		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	88043410	A1A ALE WORKS	
Serial Number:	88036757	BIG RIVER	
Serial Number:	74291119	LOGAN'S ROADHOUSE	
Serial Number:	87570047	AMERICAN ROADHOUSE MEALS	
Serial Number:	86809494	THE RIGHT WAY TO ROADHOUSE	
Registration Number:	4918070	LOGAN'S ROADHOUSE STEAKS RIBS SPIRITS	
Registration Number:	4912600	NUT-E CLUB	
Registration Number:	4874282	GET NUT-E	
Registration Number:	4695901	#STEAKWORTHY	
Registration Number:	4692380	RAISE THE STEAKS	
Serial Number:	85418614	LOGAN'S TWISTED PUNCHES	
Serial Number:	77200179		
Serial Number:	77176961	ROADIE	
Serial Number:	78864489		
Serial Number:	78854005	LOGAN'S ROADHOUSE	
Serial Number:	78841796	ROADIES	

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Property Type	Number	Word Mark
Serial Number:	78764119	ONION BREWSKI
Serial Number:	78764123	BREWSKI ONIONS
Serial Number:	78642025	LOGAN'S
Serial Number:	78642446	THE REAL AMERICAN ROADHOUSE
Serial Number:	78641323	LOGAN'S
Serial Number:	78401171	THE LOGAN
Serial Number:	78268703	LOGAN'S ROADHOUSE
Serial Number:	76481400	LOGAN'S ROADHOUSE
Serial Number:	87184777	CRAFT BEER AUTHORITY
Serial Number:	87179786	TITAN TOOTHPICKS
Serial Number:	87009097	EXPLORER SERIES
Serial Number:	86796885	OC REWARDS
Serial Number:	86305151	OH MY SPAGHETTI PIE
Serial Number:	86818451	HOPPY TONK HIGHWAY
Serial Number:	86565278	CHOPHOUSE & BREWERY

CORRESPONDENCE DATA

Fax Number: 6179518736

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	01/08/2019

Total Attachments: 12

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF NOVEMBER 1, 2018 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "**INTERCREDITOR AGREEMENT**"), AMONG FORTRESS CREDIT CO LLC, AS INITIAL FIRST LIEN REPRESENTATIVE, FORTRESS CREDIT CO LLC, AS INITIAL FIRST LIEN COLLATERAL AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS INITIAL SECOND LIEN REPRESENTATIVE, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS INITIAL SECOND LIEN COLLATERAL AGENT AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2018, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of November 1, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among **CRAFTWORKS RESTAURANTS & BREWERIES, INC.**, a Delaware corporation (the "Craftworks Borrower"), **LOGAN'S RESTAURANTS, INC.**, a Delaware corporation (the "Logan's Borrower" and, together with the Craftworks Borrower, the "Borrowers"), **CRAFTWORKS HOLDINGS, LLC**, a Delaware limited liability company ("Holdings"), the lenders party thereto (the "Lenders") and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has, pursuant to a Second Lien Guaranty and Security Agreement dated as of November 1, 2018 in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), guaranteed the Obligations (as defined in the Credit Agreement) of the Borrowers;

WHEREAS, each Grantor has, pursuant to the Guaranty and Security Agreement, granted a security interest in substantially all of its assets in favor of the Administrative Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) to secure the payment and performance of the Secured Obligations; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

(e) all rights to obtain the foregoing;

provided that notwithstanding any other provision set forth in this Section 2, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Assets (as defined in the Credit Agreement), including any intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, solely to the extent the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under Applicable Law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).


[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

Grantors:

**BIG RIVER BREWERIES, INC.
WADSWORTH OLD CHICAGO, INC.
WALNUT BREWERY, INC.**

By: 
Name: Rebecca Fischer
Title: President

LOGAN'S ROADHOUSE, INC.

By: _____
Name: Hazem Ouf
Title: Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

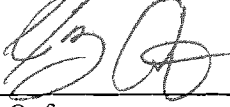
Very truly yours,

Grantors:

**BIG RIVER BREWERIES, INC.
WADSWORTH OLD CHICAGO, INC.
WALNUT BREWERY, INC.**

By: _____
Name: Rebecca Fischer
Title: President

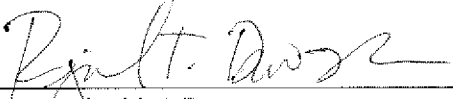
LOGAN'S ROADHOUSE, INC.

By:  _____
Name: Hazem Ouf
Title: Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as the Administrative Agent


By: 
Name: Reginald T. Dawson
Title: Senior Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

Grantor	Citation	Application Number	Application Date	Registration Number	Registration Date
BIG RIVER BREWERIES, INC. (Tennessee)	A1A ALE WORKS A1A ALE WORKS	88043410	7/18/2018		
BIG RIVER BREWERIES, INC. (Tennessee)	BIG RIVER BIG RIVER	88036757	7/13/2018		
LOGAN'S ROADHOUSE, INC. (Tennessee)	LOGAN'S ROADHOUSE AMERICAN ROADHOUSE MEALS	74291119	7/1/1992	1874314	1/17/1995
LOGAN'S ROADHOUSE, INC. (Tennessee)	AMERICAN ROADHOUSE MEALS THE RIGHT WAY TO ROADHOUSE	87570047	8/15/2017	5521410	7/17/2018
LOGAN'S ROADHOUSE, INC. (Tennessee)	THE RIGHT WAY TO ROADHOUSE THE RIGHT WAY TO ROADHOUSE	86809494	11/4/2015	5120815	1/10/2017

Grantor	Citation	Application Number	Application Date	Registration Number	Registration Date
LOGAN'S ROADHOUSE, INC. (Tennessee)	LOGAN'S ROADHOUSE STEAKS RIBS SPIRITS 	86650987	6/3/2015	4918070	3/15/2016
LOGAN'S ROADHOUSE, INC. (Tennessee)	NUT-E CLUB	86634349	5/19/2015	4912600	3/8/2016
LOGAN'S ROADHOUSE, INC. (Tennessee)	GET NUT-E	86634435	5/19/2015	4874282	12/22/2015
LOGAN'S ROADHOUSE, INC. (Tennessee)	#STEAKWORTHY	86349618	7/28/2014	4695901	3/3/2015
LOGAN'S ROADHOUSE, INC. (Tennessee)	RAISE THE STEAKS	86341946	7/18/2014	4692380	2/24/2015
LOGAN'S ROADHOUSE, INC. (Tennessee)	RAISE THE STEAKS				
LOGAN'S ROADHOUSE, INC. (Tennessee)	#STEAKWORTHY				
LOGAN'S ROADHOUSE, INC. (Tennessee)	RAISE THE STEAKS				

Grantor	Citation	Application Number	Application Date	Registration Number	Registration Date
LOGAN'S ROADHOUSE, INC. (Tennessee)	LOGAN'S TWISTED PUNCHES LOGAN'S TWISTED PUNCHES	85418614	9/9/2011	4142037	5/15/2012
LOGAN'S ROADHOUSE, INC. (Tennessee)	 ROADIE	77200179	6/7/2007	3369044	1/15/2008
LOGAN'S ROADHOUSE, INC. (Tennessee)	ROADIE	77176961	5/9/2007	3705795	11/3/2009
LOGAN'S ROADHOUSE, INC. (Tennessee)	 LOGAN'S ROADHOUSE	78864489	4/19/2006	3352178	12/11/2007
LOGAN'S ROADHOUSE, INC. (Tennessee)	 ROADIES	78854005	4/4/2006	3202110	1/23/2007
LOGAN'S ROADHOUSE, INC. (Tennessee)	ROADIES	78841796	3/20/2006	3512567	10/7/2008

Grantor	Citation	Application Number	Application Date	Registration Number	Registration Date
LOGAN'S ROADHOUSE, INC. (Tennessee)	ONION BREWSKI ONION BREWSKI	78764119	11/30/2005	3260238	7/10/2007
LOGAN'S ROADHOUSE, INC. (Tennessee)	BREWSKI ONIONS BREWSKI ONIONS	78764123	11/30/2005	3257854	7/3/2007
LOGAN'S ROADHOUSE, INC. (Tennessee)	LOGAN'S 	78642025	6/2/2005	3419984	4/29/2008
LOGAN'S ROADHOUSE, INC. (Tennessee)	THE REAL AMERICAN ROADHOUSE THE REAL AMERICAN ROADHOUSE	78642446	6/2/2005	3146919	9/19/2006
LOGAN'S ROADHOUSE, INC. (Tennessee)	LOGAN'S LOGAN'S	78641323	6/1/2005	3326246	10/30/2007
LOGAN'S ROADHOUSE, INC. (Tennessee)	THE LOGAN THE LOGAN	78401171	4/13/2004	3077914	4/4/2006

Grantor	Claiton	Application Number	Application Date	Registration Number	Registration Date
LOGAN'S ROADHOUSE, INC. (Tennessee)	LOGAN'S ROADHOUSE 	78268703	6/30/2003	2934163	3/15/2005
LOGAN'S ROADHOUSE, INC. (Tennessee)	LOGAN'S ROADHOUSE  CRAFT BEER AUTHORITY	76481400	1/10/2003	2797192	12/23/2003
WADSWORTH OLD CHICAGO, INC. (Colorado)	CRAFT BEER AUTHORITY	87184777	9/27/2016	5203934	5/16/2017
WADSWORTH OLD CHICAGO, INC. (Colorado)	TITAN TOOTHPICKS	87179786	9/22/2016	5199063	5/9/2017
WADSWORTH OLD CHICAGO, INC. (Colorado)	EXPLORER SERIES EXPLORER SERIES	87009097	4/21/2016	5090839	11/29/2016

Grantor	Citation	Application Number	Application Date	Registration Number	Registration Date
WADSWORTH OLD CHICAGO, INC. (Colorado)	OC REWARDS	86796885	10/22/2015	5002041	7/19/2016
WADSWORTH OLD CHICAGO, INC. (Colorado)	OH MY SPAGHETTI PIE OH MY SPAGHETTI PIE	86305151	6/10/2014	4718351	4/7/2015
WALNUT BREWERY, INC. (Colorado)	HOPPY TONK HIGHWAY HOPPY TONK HIGHWAY	86818451	11/12/2015	4946332	4/26/2016
WALNUT BREWERY, INC. (Colorado)	CHOPHOUSE & BREWERY 	86565278	3/16/2015	4944259	4/26/2016