

**TRADE**

11-13-2000

Tab settings

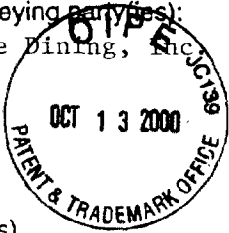
To the Honorable Commissioner of Patents and Trademark



Documents or copy thereof.

1. Name of conveying party(ies):

Distinctive Bining, Inc.



10-13-00

101513035

1 party(ies):

Name: LEHMAN COMMERCIAL PAPER INC.

Internal Address: \_\_\_\_\_

Street Address: 3 WORLD FINANCIAL CENTER

City: NEW YORK State: NY ZIP: 10285

- Individual(s)
- General Partnership
- Corporation-State Minnesota
- Other \_\_\_\_\_

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State NY
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: as of September 29, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/872428

B. Trademark registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: ROSALIND RODBURG

Internal Address: \_\_\_\_\_

Street Address: LATHAM & WATKINS

885 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41):..... \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rosalind Rodburg  
Name of Person Signing

Rosalind Rodburg  
Signature

10/3/00  
Date

Total number of pages comprising cover sheet: \_\_\_\_\_



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 29, 2000 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by Distinctive Dining, Inc., a Minnesota corporation (the "Grantor") in favor of Lehman Commercial Paper Inc., as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Buffets Holdings, Inc., a Delaware corporation ("Holdings") and Buffets, Inc., a Minnesota corporation (the "Borrower") have entered into a Credit Agreement, dated as of September 29, 2000 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks and other financial institutions and entities from time to time party thereto (the "Lenders"), Lehman Brothers Inc. and FleetBoston Robertson Stephens Inc., as co-lead arrangers and joint book-running managers, Fleet National Bank, as syndication agent, Lehman Commercial Paper Inc., as administrative agent and First Union National Bank, as documentation agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to Holdings and the Borrower under the Credit Agreement that the Grantor and the other Guarantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of September 29, 2000, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or

service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) 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), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) 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), and (v) all reissues, divisions, continuations, continuations-in-art, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the “Patents”);

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) 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), and (v) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (“Copyrights”);

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) 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), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (collectively, the “Trade Secrets”);

(e) (i) all licenses or agreements (except for any licenses or agreements which by their terms prohibit the grant of a security interest or assignment therein or thereof), whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) 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), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Representations and Covenants. (a) The Grantor has delivered to the Administrative Agent a complete and correct copy of each Copyright License, Trademark License and Patent License, including all amendments, supplements and other modifications thereto.

(b) Each party to each Copyright License, Trademark License or the Patent License other than Grantor shall, upon the request of the Administrative Agent (and in accordance with Section 6.16 of the Credit Agreement), execute and deliver to the Administrative Agent a Consent, in substantially the form of Exhibit A, with such modifications as the Administrative Agent deems reasonably acceptable.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), 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.

SECTION 5. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral

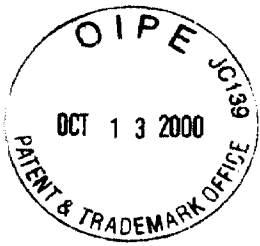
Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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



DISTINCTIVE DINING, INC.

By: *R. Michael Andrews Jr.*  
Name: *R. Michael Andrews Jr.*  
Title: *Chief Financial Officer*



STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On September 28, 2000, before me, the undersigned, personally appeared R. Michael Andrews, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as Chief Financial Officer of Distinctive Dining, Inc. and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.

Patricia Peterson

Notary Public in and for  
said County and State

My Commission Expires:

\_\_\_\_\_  
**PATRICIA PETERSON**  
**Notary Public, State of New York**  
**No. 01PE4978514**  
**Qualified in New York County**  
**Commission Expires March 4, 2001**

COPYRIGHTS

NONE



PATENTS

NONE



TRADEMARKS  
DISTINCTIVE DINING, INC.

Mark	Application Number	File Date	Registration Number	Registration Date
Jeans. Beer. Steaks.	75/872428	12/15/99	00000000	



Exhibit A to  
Intellectual Property Security Agreement

FORM OF CONSENT

The undersigned hereby acknowledges notice of, and consents to the terms and provisions of, the Intellectual Property Security Agreement, dated as of September \_\_, 2000 (as amended, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"; capitalized terms used but not defined herein having the meanings given such terms therein), among Buffets, Inc. (the "Borrower") and [\_\_\_\_\_] as Grantor in favor of Lehman Commercial Paper Inc., as administrative agent (in such capacity the "Administrative Agent"), for the Secured Parties referred to therein, and hereby agrees with the Administrative Agent that:

(a) The Administrative Agent shall be entitled (but not obligated) to exercise any and all rights and remedies of [insert name of Grantor] under the Trademark License Agreement Dated as of [\_\_\_\_\_] (the "License") with respect to the [\_\_\_\_\_] trademark (the "Trademark") in accordance with the terms of the Intellectual Property Security Agreement, and the undersigned shall comply in all respects with such exercise.

(b) The undersigned will not, without the prior written consent of the Administrative Agent, (i) cancel or terminate the License or consent to or accept any cancellation or termination thereof, or (ii) amend or otherwise modify, or waive compliance by any other party with, the License, or (iii) make any prepayment of amounts to become due under or in connection with the License, except as expressly provided therein.

In order to induce the Lenders to make extensions of credit under the Credit Agreement, the undersigned repeats and reaffirms for the benefit of the Administrative Agent and the Secured Parties, the representations and warranties made in of the License.

This Consent shall be binding upon the undersigned and its successors and assigns, and shall inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent, the Secured Parties and their respective successors and assigns. This Consent shall be governed by and construed in accordance with the laws of the State of New York.

(c) If, in connection with a bankruptcy, insolvency or similar proceeding involving the Grantor, the License is rejected by such Grantor, the undersigned will, upon the request of the Administrative Agent, enter into with the Administrative Agent a new Trademark License Agreement with respect to the Trademark on substantially the same terms as the License.

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

[NAME OF LICENSOR]

By: \_\_\_\_\_  
Name:  
Title:



TRADEMARKS

DISTINCTIVE DINING, INC.

Mark	Application Number	File Date	Registration Number	Registration Date
Jeans. Beer. Steaks.	75/872428	12/15/99	00000000	