

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings $\square \square \square \square \nabla$

To the Honorable Commission

08-06-2001

Record the attached original documents or copy thereof.

1. Name of conveying party(ies)



Name and address of receiving party(ies)

HomeTown Buffet, Inc.

101800557

Name: Lehman Commercial Paper Inc. as
Administrative Agent

Internal Address:

Street Address: 3 World Financial Center

City: New York State: NY ZIP: 10285

☐ Individual(s)

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State Delaware

☐ Other

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State New York

☐ Other

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: June 21, 2001

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

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

A. Trademark Application No.(s)

74/179018

B. Trademark Registration

1,696,669

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 3rd Avenue, 10th Floor

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

08/03/2001 DBYRNE 00000131 74179018

01 FC:481

40.00 DP

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

7/23/01
Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002339 FRAME: 0834

INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**, dated as of June 21, 2001 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement Supplement"), is made by HomeTown Buffet, Inc., a Delaware 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, in connection with the Credit Agreement, Holdings, the Borrower, the Administrative Agent, the Grantor and other Guarantors 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, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties, and executed an Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities, dated September 29, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement");

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute such additional documents in connection therewith as the Administrative Agent requests, including, without limitation, this Intellectual Property Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other United States 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. Confirmation of Grant of Security

The Grantor hereby acknowledges and confirms the grant of a security interest to the Administrative Agent for the ratable benefit of the Secured Parties under the Guarantee and Collateral Agreement and the Intellectual Property Security Agreement in and to all of the Grantor's right, title and interest in and to the United States trademark and service mark registrations and applications ("the "Trademarks") set forth in Schedule I hereto (the "Additional Collateral").

SECTION 2. Supplement to Guarantee and Collateral and Intellectual Property Security Agreement

Schedule VI to the Guarantee and Collateral Agreement and Schedule I to the Intellectual Property Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. Recordation

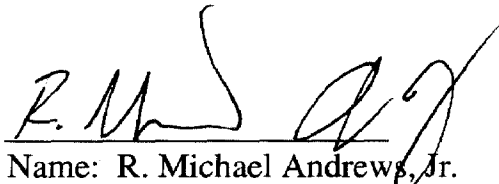
The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer to record this Intellectual Property Security Agreement Supplement.

SECTION 4. Governing Law

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

HOMETOWN BUFFET, INC.

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

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By _____
Name
Title

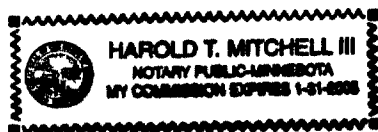
[ACKNOWLEDGEMENT PAGE]

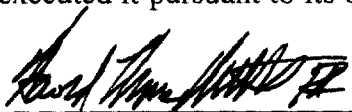
STATE OF MINNESOTA)

) ss:

COUNTY OF DAKOTA)

On June 21, 2001, 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 HomeTown Buffet, Inc. and acknowledged to me that said corporation executed it pursuant to its by-laws or a resolution of its board of directors.




Notary Public in and for
said County and State
My Commission Expires: 31 January 2005

TRADEMARK


REEL: 002339 FRAME: 0838

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

HOMETOWN BUFFET, INC.

By _____
Name
Title

LEHMAN COMMERCIAL PAPER INC.,
as Administrative Agent

By 
Name G. Andrew Keith
Title Authorized Signatory

TRADEMARKS

HOMETOWN BUFFET, INC.

Mark	Application Number	File Date	Registration Number	Registration Date
HOMETOWN	74/179018	June 24, 1991	1,696,669	June 23, 1992