TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
O.R.G. Restaurants, LLC		06/06/2003	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	5938 Priestly Drive
Internal Address:	Suite 200
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number
Serial Number:	75872428
Registration Number:	2258272

CH $65.00 75872428

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-981-3319

Email: mroberts@sidley.com

Correspondent Name: Elisabeth A. Evert

Address Line 1: 717 North Harwood

Address Line 2: Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	3820-58290
NAME OF SUBMITTER:	Elisabeth A. Evert

Total Attachments: 4
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of JUNE 6, 2003, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Secured Party") and O.R.G. RESTAURANTS, LLC, a California limited liability company ("Debtor").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Debtor (the "Loan") in the amounts and manner set forth in (i) that certain Secured Promissory Note in the amount of $5,137,225.00 dated as of even date herewith executed by Debtor on behalf of Secured Party and (ii) that certain Security Agreement by and between Secured Party and Debtor dated as of even date herewith related thereto (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used herein are used as defined in the Security Agreement). Secured Party is willing to make the Loan to Debtor, but only upon the condition, among others, that Debtor shall grant to Secured Party a security interest in certain trademarks to secure the obligations of Debtor under the Security Agreement.

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Security Agreement, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Security Agreement, Debtor grants and pledges to Secured Party a security interest in all of Debtor's right, title and interest in, to and under its intellectual property collateral (including without limitation those trademarks listed on Schedule A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world; provided, however that the security interest granted hereby shall not be effective until the recording of (i) that certain Trademark Assignment dated as of the date hereof by and between Buffets, Inc., a Minnesota corporation, as assignor, and Debtor, as assignee and (ii) that certain Trademark Assignment dated as of the date hereof by and between Distinctive Dining, Inc., a Minnesota corporation, as assignor, and Debtor, as assignee.

2. This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security

Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity.

3. Each right, power and remedy of Secured Party provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

4. This Agreement shall terminate upon Debtor's payment and performance in full of all of the Obligations pursuant to the terms of the Security Agreement and the other Loan Documents.

5. DEBTOR AND SECURED PARTY REPRESENT, WARRANT, AND ACKNOWLEDGE TO EACH OTHER THAT THIS AGREEMENT BEARS A REASONABLE RELATIONSHIP TO THE STATE OF NEW YORK. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND THE APPLICABLE LAWS OF THE UNITED STATES.

TRADEMARK
REEL: 002666 FRAME: 0704

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

SECURED PARTY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: _____
Name: John Shrewsberry
Title: Managing Director

Address:
c/o American Commercial Capital
5938 Priestly Drive, Suite 200
Carlsbad, California 92008
Attention: Loan Administration

DEBTOR:

O.R.G. RESTAURANTS, LLC,
a California limited liability company

By: _____
Name: LAWRENCE D. CIUMARUSTI
Title: MANAGER

Address:
620 N. Brand Blvd.
6th Floor
Glendale, California 91203

SCHEDULE A

Trademarks

Distinctive Dining, Inc:

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

Buffets, Inc.

Mark	Application Number	File Date	Registration #	Registration Date
The Original Roadhouse Grill	75/462198	4/6/98	2258272	6/29/99