

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
Famous Dave's of America, Inc.		01/28/2005	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	78385398	TEXAS MANHANDLER
Serial Number:	78385186	REAL HONEST BARBEQUE
Serial Number:	76559431	THE ABSOLUTE BEST BAR-B-QUE EVER!
Serial Number:	76503073	BAR-B-Q TO GO
Registration Number:	2810368	GRAB A LOAD & HIT THE ROAD
Registration Number:	2501844	IF YOU'RE LICKIN' YOUR LIPS, YOU'RE LICKIN' THE BLUES.
Registration Number:	2762186	PLEASE LIMIT FINGER-LICKIN' TO YOUR OWN HANDS
Registration Number:	2453214	WEAR LOOSE PANTS
Registration Number:	2461570	FAMOUS DAVE'S
Registration Number:	2457218	FAMOUS DAVE'S
Registration Number:	2283165	DEVIL'S SPIT
Registration Number:	2417905	HOME OF THE BIG SLAB
Registration Number:	2336602	SWEET HOME CHICAGO
Registration Number:	2360550	FAMOUS DAVE'S

CH \$815.00 78385398

Registration Number:	2364913	FAMOUS DAVE'S
Serial Number:	75333105	LEGENDARY PIT BAR-B-QUE
Registration Number:	2187168	FAMOUS DAVE'S
Registration Number:	2170880	FAMOUS DAVE'S
Registration Number:	2170879	FAMOUS DAVE'S BAR B QUE
Registration Number:	2163463	FAMOUS DAVE'S BBQ SHACK
Registration Number:	2161520	FAMOUS DAVE'S BAR B QUE
Registration Number:	2170878	FAMOUS DAVE'S BBQ SHACK
Registration Number:	2233234	
Registration Number:	2265793	BUTT-ROCKIN' BLUES
Registration Number:	2160936	I'M NOT FAMOUS, IT'S THE RIBS
Registration Number:	2196326	MAY YOU ALWAYS BE SURROUNDED BY GOOD FRIENDS AND GREAT BARBEQUE
Registration Number:	2073251	FAMOUS DAVE'S BBQ SAUCE
Registration Number:	2013653	GOLDEN SPIT ROASTED
Registration Number:	2076892	RICH & SASSY
Registration Number:	2013652	FAMOUS DAVE'S BBQ SHACK
Registration Number:	2015372	ALL AMERICAN BBQ FEAST
Registration Number:	2042996	"MAY YOU ALWAYS BE SURROUNDED BY GOOD FRIENDS & GREAT BBQ"

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin Brown & Wood LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75204

NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	01/31/2005

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of January 28, 2005, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for itself and the other Lenders (as defined in the hereinafter defined Credit Agreement) to the extent and in the manner provided in the Credit Agreement (in such capacity, "Agent"), and FAMOUS DAVE'S OF AMERICA, INC., a Minnesota corporation ("Debtor").

RECITALS

A. Pursuant to the terms of that certain Credit Agreement of even date herewith among the Debtor, D&D OF MINNESOTA, INC., a Minnesota corporation, LAKE & HENNEPIN BBQ & BLUES, INC., a Minnesota corporation, FAMOUS DAVE'S RIBS, INC., a Minnesota corporation, FAMOUS DAVE'S RIBS-U, INC., a Minnesota corporation, and FAMOUS DAVE'S RIBS OF MARYLAND, INC., a Minnesota corporation (collectively, "Borrower"), Agent, and the other Lenders (as amended, restated, modified or otherwise supplemented from time to time, the "Credit Agreement"), the Lenders have agreed to provide Borrower certain loans up to an aggregate principal amount of Ten Million and No/100ths Dollars (\$10,000,000) (collectively, the "Loan"). All initially capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Credit Agreement.

B. The Loan shall be evidenced by the Credit Agreement and certain promissory notes (individually, a "Note", and collectively, the "Notes"), and secured by, in part, this Agreement.

AGREEMENT

NOW, THEREFORE, as a material inducement to Lenders and Agent to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby does irrevocably and unconditionally warrant and represent unto and covenant with Agent, as administrative agent for itself and on behalf of the other Lenders, as follows:

1. To secure the Obligations, Debtor grants and pledges to Agent, as administrative agent for itself and the other Lenders, 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, but excluding any rights of Debtor as a licensee of intellectual property to the extent the grant of a security interest in or assignment thereof is not permitted under the license agreement or other governing document), 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) payable to or received or receivable by Debtor under, or in connection with the intellectual property collateral, the right to sue for past, present and future infringements (which right Agent shall not exercise unless an Event of Default shall have occurred and be continuing), and all rights corresponding thereto throughout the world.

2. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity.

3. All rights of Agent hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind its heirs, executors, administrators, successors and assigns.

4. Each right, power and remedy of Agent provided for herein or in the Credit 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 Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit 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 Agent, of any or all other rights, powers or remedies.


5. This Agreement shall terminate upon the payment and performance in full of all of the Obligations.

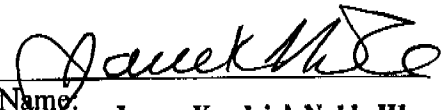
6. DEBTOR AND AGENT REPRESENT, WARRANT, AND ACKNOWLEDGE TO EACH OTHER THAT THIS AGREEMENT BEARS A REASONABLE RELATIONSHIP TO THE STATE OF NEW YORK. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND THE APPLICABLE LAWS OF THE UNITED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

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.

AGENT:

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as administrative agent on behalf of itself
and the other Lenders

By: 
Name: Brian J. Roach
Title: Managing Director

By: 
Name: James Kendrick Noble III
Title: Managing Director

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

[Intellectual Property Security Agreement Signature Page]

DEBTOR:

FAMOUS DAVE'S OF AMERICA, INC.,
a Minnesota corporation

By: _____

Name: _____

Title: _____

[Handwritten Signature]
Diana Purcel
VP CFO

Address:

8091 Wallace Road
Eden Prairie, Minnesota 55344
Attention: Diana G. Purcel

[Intellectual Property Security Agreement Signature Page]

STATE OF Minnesota)

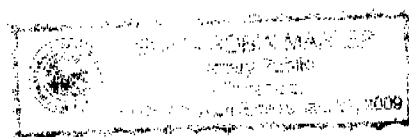
COUNTY OF Hennepin) ss:

On January 20, 2005, before me, the undersigned, a Notary Public in and for the aforesaid jurisdiction, personally appeared Don Turcel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon which the person acted, executed the instrument.

GIVEN under my hand and official seal this 20 day of January, 2005.

Cecilia Robin Masles
(Notary Public)

My Commission Expires: 1-31-09



[Intellectual Property Security Agreement Notary Page]

Schedule A
U.S. Trademarks

Owner	Mark	Serial No./Registration No.	Registration Date
Famous Dave's of America, Inc.	TEXAS MANHANDLER (Stylized)	78385398	Pending
Famous Dave's of America, Inc.	REAL HONEST BARBEQUE (Stylized)	78385186	Pending
Famous Dave's of America, Inc.	THE ABSOLUTE BEST BAR-B-QUE EVER! (Stylized)	76559431	Pending
Famous Dave's of America, Inc.	BAR-B-Q TO GO (& Design)	76503073	Pending
Famous Dave's of America, Inc.	GRAB A LOAD & HIT THE ROAD	2810368	Registered
Famous Dave's of America, Inc.	IF YOU'RE LICKIN' YOUR LIPS, YOU'RE LICKIN' THE BLUES.	2501844	Registered
Famous Dave's of America, Inc.	PLEASE LIMIT FINGER-LICKIN' TO YOUR OWN HANDS	2762186	Registered
Famous Dave's of America, Inc.	WEAR LOSE PANTS	2453214	Registered
Famous Dave's of America, Inc.	FAMOUS DAVE'S	2461570	Registered
Famous Dave's of America, Inc.	FAMOUS DAVE'S	2457218	Registered
Famous Dave's of America, Inc.	DEVIL'S SPIT	2283165	Registered
Famous Dave's of America, Inc.	HOME OF THE BIG SLAB	2417905	Registered
Famous Dave's of America, Inc.	SWEET HOME CHICAGO	2336602	Registered
Famous Dave's of America, Inc.	FAMOUS DAVE'S (Stylized)	2360550	Registered
Famous Dave's of America, Inc.	FAMOUS DAVE'S (Stylized)	2364913	Registered
Famous Dave's of America, Inc.	LEGENDARY PIT BAR-B-QUE	75333105	Pending
Famous Dave's of America, Inc.	FAMOUS DAVE'S (& Design)	2187168	Registered
Famous Dave's of America, Inc.	FAMOUS DAVE'S (& Design)	2170880	Registered
Famous Dave's of America, Inc.	FAMOUS DAVE'S BAR B QUE (& Design)	2170879	Registered
Famous Dave's of America, Inc.	FAMOUS DAVE'S BBQ SHACK (& Design)	2163463	Registered
Famous Dave's of America, Inc.	FAMOUS DAVE'S BAR B QUE (& Design)	2161520	Registered
Famous Dave's of America, Inc.	FAMOUS DAVE'S BBQ SHACK (& Design)	2170878	Registered
Famous Dave's of America, Inc.	DESIGN ONLY	2233234	Registered
Famous Dave's of America, Inc.	BUTT-ROCKIN' BLUES	2265793	Registered

Famous Dave's of America, Inc.	I'M NOT FAMOUS, IT'S THE RIBS	2160936	Registered
Famous Dave's of America, Inc.	MAY YOU ALWAYS BE SURROUNDED BY GOOD FRIENDS AND GREAT BARBEQUE	2196326	Registered
Famous Dave's of America, Inc.	FAMOUS DAVE'S BBQ SAUCE	2073251	Registered
Famous Dave's of America, Inc.	GOLDEN SPIT ROASTED	2013653	Registered
Famous Dave's of America, Inc.	RICH & SASSY	2076892	Registered
Famous Dave's of America, Inc.	FAMOUS DAVE'S BBQ SHACK	2013652	Registered
Famous Dave's of America, Inc.	ALL AMERICAN BBQ FEAST	2015372	Registered
Famous Dave's of America, Inc.	MAY YOU ALWAYS BE SURROUNDED BY GOOD FRIENDS & GREAT BBQ	2042996	Registered

Common Law Marks

SWEET & ZESTY
A REMOTE DINING PARADISE...JUST NORTH OF NOWHERE
WHEN YOU'RE LICKIN' YOUR LIPS, YOU'RE LICKIN' THE BLUES
HOT & SASSY (Stylized)
SQUEALS ON WHEELS
BEST BURGERS IN TOWN
JUMPIN', JUKEN' & JIVEN'
RIBALICIOUS
HOG HEAVEN UNIVERSITY
THREE STEPS SIMPLE
PIGNIC
HICKORY PIT ROASTED BARBEQUE
HOT STUFF

Foreign Marks

Owner	Mark	Serial No./Registration No.	Registration Date
Famous Dave's of America, Inc.	FAMOUS DAVE'S	Community Trademark 2209070	Registered
Famous Dave's of America, Inc.	FAMOUS DAVE'S	Japanese Trademark 4581845	Registered