

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Avado Brands, Inc.		05/19/2005	CORPORATION: DELAWARE
Don Pablo's Holding Corp.		05/19/2005	CORPORATION: DELAWARE
Hops of Southwest Florida, Inc.		05/19/2005	CORPORATION: FLORIDA
Hops Grill & Bar, Inc.		05/19/2005	CORPORATION: FLORIDA
Don Pablo's Limited, Inc.		05/19/2005	CORPORATION: OHIO
Don Pabli's Operating Corp.		05/19/2005	CORPORATION: OHIO
Hops of Southwest Florida, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA
Hops of Bradenton, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA
Don Pablo's of Texas, LP		05/19/2005	LIMITED PARTNERSHIP: TEXAS
Hops of Boynton Beach, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA
Hops of Greater Orlando II, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA
Hops of Lakeland, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA
Hops of Cherry Creek, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA
Hops of Matthews, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA
Hops of South Carolina, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA
Hops of South Florida, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA
Hops of the Carolinas, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA
Hops of the Gold Coast, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA
Hops of the Rockies II, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA
Hops of the Rockies, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA

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**TRADEMARK**

			PARTNERSHIP: FLORIDA
HNEF Area Manager II, Ltd.		05/19/2005	LIMITED PARTNERSHIP: FLORIDA
The Hops Northeast Florida Joint Venture No. I		05/19/2005	General partnership: FLORIDA
The Hops Northeast Florida Joint Venture No. III		05/19/2005	General partnership: FLORIDA

RECEIVING PARTY DATA

Name:	DDJ Capital Management, LLC
Street Address:	141 Linden Street
Internal Address:	Suite S-4
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02482
Entity Type:	Limited Liability Company: MASSACHUSETTS

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	75613966	ALLIGATOR ALE
Serial Number:	75616275	ALLIGATOR ALE
Serial Number:	76367916	BEAT THE HEAT SUMMER WHEAT
Serial Number:	76389597	BIG 'SKEETER PALE ALE
Serial Number:	76368010	BREWMASTER STEAK
Serial Number:	78238601	BUMBLE BEE BOCK
Serial Number:	74515639	CANYON CAFE
Serial Number:	74731943	CHILI MACHO
Serial Number:	75158024	CLEARWATER LIGHT
Serial Number:	76368058	CLEARWATER LIGHT
Serial Number:	75738763	CRABCAKE LOUNGE
Serial Number:	75438406	DESERT FIRE
Serial Number:	73707605	DON PABLO'S
Serial Number:	76368057	FIERY RED WINGS
Serial Number:	76368006	FLYING SQUIRREL NUT BROWN ALE
Serial Number:	75431572	GOLDEN HAMMER
Serial Number:	75004323	HAMMERHEAD RED
Serial Number:	76368302	HAMMERHEAD RED

Serial Number:	74219714	HOPS!
Serial Number:	74542584	HOPS GRILL & BAR MICROBREWERY
Serial Number:	76307786	HOPTOBERFEST
Serial Number:	76423061	LET GO AMIGO
Serial Number:	75158228	LIGHTNING BOLD GOLD
Serial Number:	76368007	LIGHTNING BOLD GOLD
Serial Number:	76368060	LUMBERJACK OATMEAL STOUT
Serial Number:	75243112	MAMA'S SKINNY
Serial Number:	78212857	PILSNER POWDER HORN IT'S A GOOD DAY TO DRINK BEER.
Serial Number:	78212855	POWDER HORN PILSNER
Serial Number:	75243113	PRAIRIE FIRE
Serial Number:	74463521	THE REAL ENCHILADA
Serial Number:	74463522	THE REAL ENCHILADA
Serial Number:	75452406	THE REAL MARGARITA
Serial Number:	75457335	THE SHORTEST DISTANCE BETWEEN VISION AND REALITY

**CORRESPONDENCE DATA**

Fax Number: (617)523-1231  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: mrovner@goodwinprocter.com  
Correspondent Name: Miriam J. Rovner, Senior Paralegal  
Address Line 1: Exchange Place, 53 State Street  
Address Line 2: Goodwin Procter LLP  
Address Line 4: Boston, MASSACHUSETTS 02109-2881

NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/Miriam J. Rovner/
Date:	05/25/2005

**Total Attachments: 17**  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated May 19, 2005, is made by the Person listed on the signature page hereof (the "Grantor"), in favor of DDJ CAPITAL MANAGEMENT, LLC, as Agent (the "Secured Party").

WHEREAS, the Grantor has entered into a Credit Agreement dated as of May 19, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with Avado Brands, Inc. ("**New Avado**"), certain subsidiaries of New Avado, the Secured Party, and the Lenders from time to time parties thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement made by the Grantor and the other Grantors parties thereto to the Secured Party dated as of May 19, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Secured Party, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other 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 Secured Party for its benefit and the ratable benefit of the Lenders a continuing security interest in and to all of the Grantor's right, title and interest in and to the following (the "**Collateral**"):

(i) The Patents (as defined in the Security Agreement) including, without limitation, the patent applications set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "**IP Security Agreement Supplement**"), executed and delivered by such Grantor to the Secured Party from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions;

(ii) The Marks (as defined in the Security Agreement) including, without limitation the trademark and service mark registrations and applications set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP

Security Agreement Supplements executed and delivered by the Grantor to the Secured Party from time to time);

(iii) The Copyrights (as defined in the Security Agreement) including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Secured Party from time to time);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks, Copyrights, Confidential Proprietary Information (as defined in the Security Agreement), Trade Secrets (as defined in the Security Agreement) and Licenses (as defined in the Security Agreement) with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. 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 IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of 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.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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.

AVADO BRANDS, INC., a Delaware corporation  
DON PABLO'S HOLDING CORP., a Delaware corporation  
HOPS OF SOUTHWEST FLORIDA, INC., a Florida corporation  
HOPS GRILL & BAR, INC., a Florida corporation  
DON PABLO'S LIMITED, INC., an Ohio corporation  
DON PABLO'S OPERATING CORP., an Ohio corporation

By:   
Name:  
Title:

HOPS OF SOUTHWEST FLORIDA, LTD., a Florida limited partnership  
HOPS OF BRADENTON, LTD., a Florida limited partnership  
By: Hops of Southwest Florida, Inc.  
Its: General Partner

By:   
Name:  
Title:

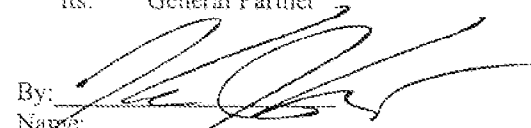
DON PABLO'S OF TEXAS, LP, a Texas limited partnership

By: Don Pablo's Operating Corp.  
Its: General Partner

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

HOPS OF BOYNTON BEACH, LTD., a Florida limited partnership  
HOPS OF CHERRY CREEK, LTD., a Florida limited partnership  
HOPS OF GREATER ORLANDO II, LTD., a Florida limited partnership  
HOPS OF LAKELAND, LTD., a Florida limited partnership  
HOPS OF MATTHEWS, LTD., a Florida limited partnership  
HOPS OF SOUTH CAROLINA, LTD., a Florida limited partnership  
HOPS OF SOUTH FLORIDA, LTD., a Florida limited partnership  
HOPS OF THE CAROLINAS, LTD., a Florida limited partnership  
HOPS OF THE GOLD COAST, LTD., a Florida limited partnership  
HOPS OF THE ROCKIES II, LTD., a Florida limited partnership  
HOPS OF THE ROCKIES, LTD., a Florida limited partnership  
HNEF AREA MANAGER II, LTD., a Florida limited partnership

By: Hops Grill & Bar, Inc.  
Its: General Partner

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



THE HOPS NORTHEAST FLORIDA JOINT VENTURE NO. I,  
a Florida general partnership

By: Hops Grill & Bar, Inc.  
Its: General Partner

By: Hops of Southwest Florida, Inc.  
Its: General Partner

By:   
Name:  
Title:

THE HOPS NORTHEAST FLORIDA JOINT VENTURE NO. III,  
a Florida general partnership

By: Hops Grill & Bar, Inc.  
Its: General Partner

By: HNEF Area Manager II, Ltd.  
Its: General Partner

By: Hops Grill & Bar, Inc.  
Its: General Partner

By:   
Name:  
Title:

COMMONWEALTH OF MASSACHUSETTS     )  
  )  
  )     ss.:  
COUNTY OF SUFFOLK                             )

On the 19<sup>th</sup> day of May in the year 2005 before me, the undersigned, personally appeared KURT SCHNAUBELT, who acknowledged himself/herself to be the Secretary of Avado Brands, Inc., a Delaware corporation, on behalf of itself and the other Borrowers, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Secretary.

In witness whereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



ARTHUR J. SNELL  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 24, 2008

Accepted and Agreed to:

**AGENT:**

DDJ Capital Management, LLC

By: 

Name: Judy K. Mencher

Title: Member

**FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated \_\_\_\_\_, \_\_\_\_\_ is made by the person listed on the signature page hereof (the "Grantor") in favor of DDJ CAPITAL MANAGEMENT, LLC (the "Secured Party").

WHEREAS, the Grantor has entered into a Credit Agreement dated as of May 19, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Avado Brands, Inc. ("New Avado"), certain subsidiaries of New Avado, the Secured Party, and the Lenders from time to time parties thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement made by the Grantor and the other Grantors parties thereto to the Secured Party dated as of May 19, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities, the Grantor has executed and delivered that certain Intellectual Property Security Agreement made by the Grantor to the Secured Party dated May 19, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Secured Party and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities as applicable.

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 Secured Party for its benefit and the ratable benefit of the Lenders a continuing security interest under the Security Agreement and the IP Security Agreement in and to all of the Grantor's right, title and interest in and to the following (the "Additional Collateral"):

(i) The Patents (as defined in the Security Agreement) including, without limitation, the patent applications set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions;

(ii) The Marks (as defined in the Security Agreement) including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto;

(iii) The Copyrights (as defined in the Security Agreement) including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks, Copyrights, Confidential Proprietary Information (as defined in the Security Agreement), Trade Secrets (as defined in the Security Agreement) and Licenses (as defined in the Security Agreement), with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule C, D and E to the Security Agreement and Schedule[s] [A,] [B and] [C] to the IP 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 Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

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.

[NAME OF GRANTOR]

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

Address for Notices:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

[COMMONWEALTH] [STATE] OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that (s)he is the \_\_\_\_\_ of [NAME OF GRANTOR], a \_\_\_\_\_ corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and [Commonwealth] [State] aforesaid on the day and year last above written.

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

Schedule A

Patent Schedule

None.

## SCHEDULE B

## Trademark Schedule

## U.S. Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
<i>ALLIGATOR ALE (AND DESIGN)</i>	75-613966	2316405	February 8, 2000
<i>ALLIGATOR ALE</i>	75-616275	2316427	February 8, 2000
<i>BEAT THE HEAT SUMMER WHEAT</i>	76-367916	2746288	August 5, 2003
<i>BIG 'SKEETER PALE ALE</i>	76-389597	2674905	January 14, 2003
<i>BREWMASTER STEAK</i>	76-368010	2677385	January 21, 2003
<i>BUMBLE BEE BOCK</i>	78-238601	2838678	May 4, 2004
<i>CANYON CAFÉ</i>	74-515639	2003434	September 24, 1996
<i>CHILI MACHO</i>	74-731943	2256185	June 29, 1999
<i>CLEARWATER LIGHT</i>	75-158024	2097427	September 16, 1997
<i>CLEARWATER LIGHT</i>	76-368058	2624939	September 24, 2002
<i>CRABCAKE LOUNGE</i>	75-738763	2397465	October 24, 2000
<i>DESERT FIRE</i>	75-438406	2240623	April 20, 1999
<i>DON PABLO'S</i>	73-707605	1530232	March 14, 1989
<i>FIERY RED WINGS</i>	76-368057	2695179	March 11, 2003
<i>FLYING SQUIRREL NUT BROWN ALE</i>	76-368006	2683105	February 4, 2003
<i>GOLDEN HAMMER</i>	75-431572	2216488	January 5, 1999
<i>HAMMERHEAD RED</i>	75-004323	2139980	March 3, 1998
<i>HAMMERHEAD RED</i>	76-368302	2710927	April 29, 2003
<i>HOPS!</i>	74-219714	1712533	September 1, 1992
<i>HOPS GRILL &amp; BAR MICROBREWERY</i>	74542584	1942248	December 19, 1995
<i>HOPTOBERFEST</i>	76-307786	2597859	July 23, 2002
<i>LET GO AMIGO</i>	76-423061	2700175	March 25, 2003
<i>LIGHTNING BOLD GOLD</i>	75-158228	2091183	August 26, 1997
<i>LIGHTNING BOLD GOLD</i>	76-368007	2695178	March 11, 2003
<i>LUMBERJACK OATMEAL STOUT</i>	76-368060	2674658	January 14, 2003
<i>MAMA'S SKINNY</i>	75-243112	2167188	June 23, 1998



<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
<i>PILSNER POWDER HORN IT'S A GOOD DAY TO DRINK BEER (AND DESIGN)</i>	78-212857	2904701	November 23, 2004
<i>POWDER HORN PILSNER</i>	78-212855	2925864	February 8, 2005
<i>PRAIRIE FIRE</i>	75-243113	2147501	March 31, 1998
<i>THE REAL ENCHILADA</i>	74-463521	1863776	November 22, 1994
<i>THE REAL ENCHILADA</i>	74-463522	1864093	November 22, 1994
<i>THE REAL MARGARITA</i>	75-452406	2363634	July 4, 2000
<i>THE SHORTEST DISTANCE BETWEEN VISION AND REALITY</i>	75-457335	2286666	October 12, 1999

**Texas State Registrations**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DON PABLOS	48792	October 17, 1988
LA PLAZA DE JULIO	48793	October 17, 1988

**North Carolina State Registration**

HOPS	T14893	October 3, 1998
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European Community Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CANYON CAFÉ	728063	April 27, 1999
HOPS!	728097	April 17, 2000

Canadian Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DON PABLO'S	TMA0524242	March 3, 2000
THE REAL ENCHILADA	TMA0520192	December 1, 1999

Schedule C

Copyright Schedule

None.