

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
ARG Enterprises, Inc.		07/11/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc.		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1063552	STUART ANDERSON'S CATTLE COMPANY	
Registration Number:	1152752	STUART ANDERSON'S BLACK ANGUS	
Registration Number:	1173706	STUART ANDERSON'S BLACK ANGUS/CATTLE COMPANY RESTAURANTS	
Registration Number:	1255615	STUART ANDERSON'S	
Registration Number:	1464994		
CORRESPONDENCE DATA			
Fax Number:	(213)996-3339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-683-6339		
Email:	claudiaimmerzeel@paulhastings.com		
Correspondent Name:	Paul Hastings Janofsky & Walker LLP		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Claudia Immerzeel		

OP \$140.00 1063552

Signature:

/Claudia Immerzeel/

Date:

07/11/2005

Total Attachments: 5

source=ARGtm#page1.tif

source=ARGtm#page2.tif

source=ARGtm#page3.tif

source=ARGtm#page4.tif

source=ARGtm#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of July 11, 2005, between Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), on the one hand, and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent"), on the other hand.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 11, 2005 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") between AMERICAN RESTAURANT GROUP, INC., a Delaware corporation ("ARG"), ARG ENTERPRISES, INC., a California corporation ("Enterprises"), and ARG PROPERTY MANAGEMENT CORPORATION, a California corporation ("Property Management", and together with ARG and Enterprises, individually and collectively, jointly and severally, the "Borrower"), on the one hand, and the lenders party thereto as "Lenders" and Agent, on the other hand, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits, or schedules thereto, as from time to time amended, restated, supplemented, or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first-priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations, or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks material to the Grantors' business, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks material to the Grantors' business or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantors material to the Grantors' business. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate, or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARG ENTERPRISES, INC.,
a California corporation

By: 
Name: Patrick J. Kelvie
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARG ENTERPRISES, INC.,
a California corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: Amelie Yehnes
Name: Amelie Yehnes
Title: SVP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Reg. No.	Mark	Class	Reg. Date
1,063,552	STUART ANDERSON'S CATTLE COMPANY	42	04/12/77
1,152,752	STUART ANDERSON'S BLACK ANGUS	42	04/28/81
1,173,706	STUART ANDERSON'S BLACK ANGUS/ CATTLE COMPANY RESTAURANTS	42	10/13/81
1,255,615	STUART ANDERSON'S	42	10/25/83
1,464,994	Crouching Cowboy design	42	11/10/87

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.