

## 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
Brazos Restaurant Acquisition Corp.		10/05/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	100 Federal Street		
Internal Address:	Mail Code: MA5-100-11-02		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Bank - National Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1343555	CHEDDAR'S	
Registration Number:	2720689	FISHDADDY'S SEAFOOD GRILL	
CORRESPONDENCE DATA			
Fax Number:	(704)373-8839		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	704-373-8065		
Email:	rlucas@mcguirewoods.com		
Correspondent Name:	Gina M. Lucas		
Address Line 1:	100 N. Tryon St., Suite 2900		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Gina M. Lucas		
Signature:	/gina m lucas/		

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Date:

10/18/2005

**Total Attachments: 4**

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**GRANT OF TRADEMARK SECURITY INTEREST**

WHEREAS, BRAZOS RESTAURANT ACQUISITION CORP., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, BRAZOS RESTAURANT ACQUISITION CORP.; a Delaware corporation (the "**Borrower**"), has entered into that certain Amended and Restated Credit Agreement dated as of October 5, 2005 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, "**Lenders**"), and BANK OF AMERICA, N.A., as the Administrative Agent for the Lenders (in such capacity, "**the Administrative Agent**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to continue to extend certain credit facilities to the Borrower; and

WHEREAS, the Borrower may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Secured Swap Contracts**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Swap Contracts are entered into (in such capacity, collectively, "**Swap Banks**"); and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of October 5, 2005 (said Amended and Restated Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, the Administrative Agent and the other grantors named therein, Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to the Administrative Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, the Borrower names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may

hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith, and

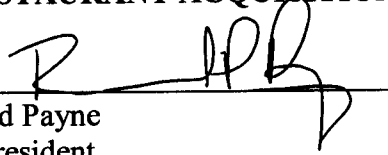
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 5 day of October, 2005.

**BRAZOS RESTAURANT ACQUISITION CORP.**

By:   
Name: Richard Payne  
Title: Vice President

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b><u>Owner</u></b>	<b><u>Trademark Description</u></b>	<b><u>Registration/ Appl. Number</u></b>	<b><u>Registration/ Appl. Date</u></b>
Brazos Restaurant Acquisition Corp.	CHEDDAR'S	Reg. 1,343,555	June 18, 1985
Brazos Restaurant Acquisition Corp.	FISHDADDY'S SEAFOOD GRILL	Reg. 2,720,689	June 3, 2003

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RECORDED: 10/18/2005

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