

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Yard House USA, LLC		09/30/2005	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of the West		
<b>Street Address:</b>	4400 MacArthur Blvd., Suite 150		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	Banking Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2441608	YARD HOUSE	
Registration Number:	2620238	YARD HOUSE	
Serial Number:	76621017	YARD HOUSE BAR & GRILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	bmoylan@mofa.com		
<b>Correspondent Name:</b>	Eric L. Sanders		
<b>Address Line 1:</b>	Morrison & Foerster LLP		
<b>Address Line 2:</b>	555 West Fifth Street, Suite 3500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90013		
<b>ATTORNEY DOCKET NUMBER:</b>	07427-814		
<b>NAME OF SUBMITTER:</b>	Eric L. Sanders		

CH \$90.00 2441608

Signature:	/Eric L. Sanders/
Date:	12/06/2005
<b>Total Attachments: 4</b> source=07427-814 - Security Agreement#page1.tif source=07427-814 - Security Agreement#page2.tif source=07427-814 - Security Agreement#page3.tif source=07427-814 - Security Agreement#page4.tif	

**SECURITY AGREEMENT**  
**(Trademarks)**

THIS SECURITY AGREEMENT (Trademarks) (the "Trademark Security Agreement") is made and dated this 30th day of September, 2005 by and between YARD HOUSE USA, LLC, a Delaware limited liability company (the "Borrower"), and BANK OF THE WEST, a California banking corporation, as Lender, both parties to that certain Credit Agreement dated as of approximately the date hereof (the "Credit Agreement").

**RECITALS**

A. Pursuant to the Credit Agreement, Lender (as such term and other capitalized terms used but not otherwise defined herein are defined in the Credit Agreement) extended or agreed to extend credit to or for the benefit of Borrower on the terms and conditions and subject to the conditions set forth therein.

B. In connection therewith, Borrower agreed, among other things, to execute and deliver in favor of the Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

**AGREEMENT**

1. Grant of Security Interest. Borrower hereby grants to the Lender a security interest in all of Borrower's right, title and interest in the following (the "Trademark Collateral"):

(a) The Trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising goodwill symbolized by or associated with any of the foregoing;

(g) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Lender for past, present and future infringements of any of the foregoing; and

(h) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Credit Agreement and the other Loan Documents, Borrower hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Borrower which are registered with the United States Patent and Trademark Office (any and all trademarks so registered being the "Trademarks"); and

(b) Agrees promptly to notify the Lender in writing of any additional Trademarks of which Borrower becomes the owner, and to deliver to the Lender an amended Schedule I reflecting such additional Trademarks. The Lender is hereby authorized to cause such amended Schedule I to be filed and recorded in an amendment of this Trademark Security Agreement.

3. No Present Assignment. Neither the Credit Agreement, this Trademark Security Agreement, nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Lender, it is the intention of the parties hereto that Borrower continue to own the Trademark Collateral.

4. Relationship to Other Documents. The Trademark Collateral shall constitute Collateral for all purposes of the Credit Agreement and the other documents executed in connection therewith, and Lender shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Collateral pursuant to the other Loan Documents.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Trademark Security Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

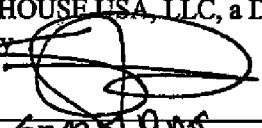
(e) This Trademark Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California

excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed on and as of the day and year first above written.

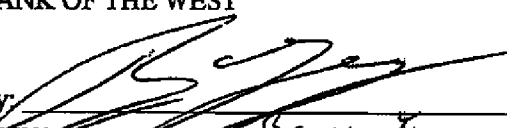
**BORROWER:**

YARD HOUSE USA, LLC, a Delaware limited liability company

By:   
Name: Steve Ratt  
Title: CEO

**LENDER:**

BANK OF THE WEST

By:   
Name: Bruce Young  
Title: VP

SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT  
(Description of Trademark Collateral)

<u>Registration Number</u>	<u>Registration Date</u>
2,441,608	April 03, 2001
2,620,238	September 17, 2002

<u>Application Number</u>	<u>Application Date</u>
76/621017	November 18, 2004