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
Blake's Lotaburger, LLC		06/27/2003	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	5938 Priestly Drive
Internal Address:	c/o American Commercial Capital, Suite 200
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1302871	LOTABURGER
Registration Number:	1286190	
Registration Number:	1266028	LOTABURGER
Registration Number:	1261063	BLAKES
Registration Number:	1262068	BLAKES

OP $140.00 1302871

CORRESPONDENCE DATA

Fax Number: (303)223-0948
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 303-223-1148
Email: cparent@bhf-law.com
Correspondent Name: Christopher M. Parent
Address Line 1: 410 17th Street
Address Line 2: 22nd Floor
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	06/28/06
NAME OF SUBMITTER:	Christopher M. Parent
Signature:	/christophermparent/
Date:	06/28/2006

Total Attachments: 4
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of June 27 2003, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("Secured Party") and BLAKE'S LOTABURGER, LLC, a Delaware limited liability company, ("Debtor").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Debtor (the "Loan") in the amounts and manner set forth in (i) those certain Secured Promissory Notes in the amount of $10,000,000.00, $11,500,000.00 and $11,500,000.00, respectively, each dated as of even date herewith executed by Debtor on behalf oı Secured Party and (ii) those certain Security Agreements by and between Secured Party and Debtor each dated as of even date herewith related thereto (as the same may be amended, modified or supplemented from time to time, collectively the "Security Agreement"; capitalized terms used herein are used as defined in the Security Agreement). Secured Party is willing to make the Loan to Debtor, but only upon the condition, among others, that Debtor shall grant to Secured Party a security interest in certain trademarks to secure the obligations of Debtor under the Security Agreement.

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Security Agreement, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Loan, the Security Agreement and Loan Documents, Debtor grants and pledges to Secured Party 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), 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), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world; provided, however that the security interest granted hereby shall not be effective until the recording of (i) that certain Trademark Assignment dated as of the date hereof by and between Blake's Lotaburger, Inc., a New Mexico corporation, as assignor, and Debtor, as assignee and (ii) that certain Assignment of Domain Name dated as of the date hereof by and between Blake's Lotaburger, Inc., a New Mexico corporation, as assignor, and Debtor, as assignee.

2. This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party

with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity.

3. Each right, power and remedy of Secured Party provided for herein or in the Security 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Security 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 Secured Party, or any or all other rights, powers or remedies.

4. This Agreement shall terminate upon Debtor's payment and performance in full of all of the Obligations pursuant to the terms of the Security Agreement and the other Loan Documents.

5. DEBTOR AND SECURED PARTY REPRESENT, WARRANT, AND ACKNOWLEDGE TO EACH OTHER THAN 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.

[Signature page follows]

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.

SECURED PARTY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

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

DEBTOR:

BLAKE'S LOTABURGER, LLC, a Delaware limited liability company

By: _____
Name: Ronald C. Rule
Title: Chief ~~Operating~~ Executive Officer

Address:
3205 Richmond N.E.
Albuquerque, New Mexico 87197

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SCHEDULE A

Trademarks

NO.	TM/SM	REGISTRATION NUMBER	DESCRIPTION
1	TM	1,320,871	Lotaburger
2	TM	1,286,190	Drawing of man with left palm extended
3	SM	1,266,028	Lotaburger
4	TM	1,261,063	Stylized word "Blake's"
5	SM	1,262,068	Stylized word "Blake's"

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