

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
Sizzling Platter, LLC	FORMERLY Sizzling Platter, Inc.	06/21/2006	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	Zions First National Bank
Street Address:	10 East South Temple, Suite 1500
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84133
Entity Type:	CORPORATION: UTAH

Name:	Vectra Bank Colorado, National Association
Street Address:	2000 South Colorado Blvd., Suite #2-1200
City:	Denver
State/Country:	COLORADO
Postal Code:	80222
Entity Type:	CORPORATION: NEW MEXICO

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2101637	HOPPERS
Registration Number:	2143520	HOPPERS GRILL & BREWING COMPANY
Registration Number:	2143533	HOPPERS
Registration Number:	1822895	RUBY RIVER
Registration Number:	1964873	RUBY RIVER
Registration Number:	1806606	RUBY RIVER STEAKHOUSE
Registration Number:	1885429	WHAT A STEAK OUGHT TO BE

OP \$240.00 2101637

Registration Number:	3094809	SPAGHETTI MAMA'S
Registration Number:	2099536	HOPPERS

CORRESPONDENCE DATA

Fax Number: (801)521-9639
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 801.323.3238
Email: jim.rock@hro.com
Correspondent Name: James M. Rock
Address Line 1: 299 South Main Street Suite 1800
Address Line 4: Salt Lake City, UTAH 84111

NAME OF SUBMITTER:	James M. Rock
Signature:	/JamesMRock/
Date:	07/14/2006

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated effective as of June 21, 2006 (this "Agreement"), is made by and between Sizzling Platter, LLC, a Nevada limited liability company f/k/a Sizzling Platter, Inc. ("Sizzling Platter"), and Zions First National Bank, a Utah corporation, as the administrative agent (together with its successor(s) in such capacity, the "Secured Party") for each of the Lenders (as that term is defined below).

RECITALS

A. WHEREAS, pursuant to that certain Credit Agreement, dated effective as of the date hereof (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Credit Agreement"), among Sizzling Platter, as borrower, the Secured Party and the lenders named therein (each a "Lender" and, collectively, the "Lenders"), the Lenders have made commitments to extend credit to Sizzling Platter.

B. WHEREAS, Sizzling Platter, as the borrower, will directly derive benefits from the borrowings, and is pledging its assets (including after-acquired property) to secure its repayment obligations under the Credit Agreement, as set forth in this Agreement.

C. WHEREAS, the obligation of the Lenders to make credit extensions under the Credit Agreement is subject to the condition, among others, that Sizzling Platter secure the Secured Obligations (as that term is defined in the Credit Agreement) in the manner set forth herein.

D. WHEREAS, Sizzling Platter has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement, dated effective as of the date hereof, by and between Sizzling Platter and the Secured Party, as administrative agent for each of the Lenders (as amended, supplemented, amended and restated, or otherwise modified from time to time, the "Security Agreement"), or, if not defined in the Security Agreement, then as defined in the Credit Agreement.

2. Grant of Security Interest. As security for the due and punctual payment and performance of the Secured Obligations in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including any payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code (or any successor provision)), Sizzling Platter hereby grants to and creates in favor of the Secured Party, for its benefit and the ratable benefit of each of the

Lenders, a continuing first priority Lien on and security interest under the UCC in and to all of the following property (subject only to the superior priority of certain Permitted Liens), whether now existing or hereafter acquired by Sizzling Platter (the "Intellectual Property Collateral"):

(a) (i) all of the trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, including, without limitation, those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any other country or political subdivision thereof or otherwise, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively, the "Trademarks");

(b) all of the Trademark licenses, and other agreements providing Sizzling Platter with the right to use any items of the type referred to in clause (a) above, including, without limitation, each patent license referred to in Item B of Schedule I attached hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(d) the right to sue third parties for past, present and future infringements of any Intellectual Property Collateral described in clause (a) above and, to the extent applicable, clauses (b) and (c) above;

(e) all of the letters patent, applications for letters patent (including applications in preparation), and like protections throughout the world, including, without limitation: (i) each patent and patent application referred to in Item C of Schedule I attached hereto, and (ii) all improvements, divisions, continuations, renewals, reexaminations, reissues, extensions and continuations-in-part of the foregoing (collectively, "Patents");

(f) all of the patent licenses, and other agreements providing Sizzling Platter with the right to use any items of the type referred to in clause (e) above, including each patent license referred to in Item D of Schedule I attached hereto;

(g) all of its web sites, web pages, URLs, Internet domain names and addresses and all code for web pages; and

(h) all proceeds of, and rights associated with, the foregoing rights described in clauses (a) through (g) above, including any claim by Sizzling Platter against third parties for past, present or future infringement or dilution of any Trademark or Patent, any Trademark or Patent registration, or any Trademark or Patent license, or for any injury to the goodwill associated with the use of any such Trademark or Patent or for the breach or enforcement of any Trademark or Patent and all rights corresponding thereto throughout the world.

Notwithstanding the provisions of this Section 2 above, the term "Intellectual Property Collateral" shall not include any United States trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, however, that the Intellectual Property Collateral shall include any and all proceeds of the interests described in the foregoing clause to the extent the assignment or encumbering of such proceeds would not cause such invalidation.

3. Representations. Upon the execution and delivery of this Agreement and all related UCC-1 financing statements, the Secured Party's security interest in the Intellectual Property Collateral conferred hereby will be a valid, perfected (to the extent perfection may be achieved by filing UCC-1 financing statements or appropriate documents (including, without limitation, this Agreement) with the United States Patent and Trademark Office), first priority security interest, subject only to the Permitted Liens. No effective financing statement or other instrument similar in effect covering all or any portion of the Intellectual Property Collateral is on file in any recording office or with the United States Patent and Trademark Office, except such as may have been filed in favor of the Secured Party relating to this Agreement or to perfect or protect any security interest expressly permitted by the Loan Documents.

4. Security Agreement. This Agreement has been executed and delivered by Sizzling Platter for the purpose of registering the security interest of the Secured Party in the Intellectual Property Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, Sizzling Platter hereby authorizes the Secured Party to file this Agreement with all offices deemed necessary or appropriate by the Secured Party. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit and the ratable benefit of each of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

5. Release of Liens. Upon (i) the disposition of Intellectual Property Collateral in accordance with the Credit Agreement or (ii) no Obligations remaining outstanding (other than contingent indemnification obligations not yet due and payable) the security interests granted herein shall automatically terminate with respect to (A) such Intellectual Property Collateral (in the case of clause (i) of this Section 5) or (B) all Intellectual Property Collateral (in the case of clause (ii) of this Section 5). Upon any such disposition or termination, the Secured Party will, Sizzling Platter's cost and expense, deliver to Sizzling Platter, without any representations, warranties or recourse of any kind whatsoever, all Intellectual Property Collateral held by the Secured Party hereunder, and execute and deliver to Sizzling Platter, such documents and instruments as Sizzling Platter shall reasonably request to evidence such termination.

6. Acknowledgment. Sizzling Platter does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof. The above recitals are deemed to be incorporated herein by reference.

8. Counterparts. This Agreement may be executed by the parties hereto by facsimile and in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement.

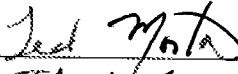
9. Construction. The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be constructed as if drafted jointly by the parties to this Agreement and no presumption or burden of proof shall arise favoring or disfavoring either party to this Agreement by virtue of the authorship of any of the provisions hereof.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

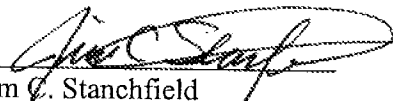
SIZZLING PLATTER:

SIZZLING PLATTER, LLC,
a Nevada limited liability company
f/k/a Sizzling Platter, Inc.

By: 
Name: TEA MORTON
Title: PRESIDENT

SECURED PARTY:

ZIONS FIRST NATIONAL BANK,
a Utah corporation, as Administrative Agent

By: 
Name: Jim C. Stanchfield
Title: Vice President

SCHEDULE I
to Intellectual Property Security Agreement

Item A - Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>
HOPPERS	U.S. Reg. 2,099,536
HOPPERS	U.S. Reg. 2,101,637
HOPPERS GRILL & BREWING COMPANY	U.S. Reg. 2,143,520
HOPPERS	U.S. Reg. 2,143,533
RUBY RIVER	U.S. Reg. 1,822,895
RUBY RIVER (ALCOHOLIC BEV)	U.S. Reg. 1,964,873
RUBY RIVER STEAKHOUSE	U.S. Reg. 1,806,606
WHAT A STEAK OUGHT TO BE	U.S. Reg. 1,885,429
SPAGHETTI MAMA'S	U.S. Reg. 3,094,809