

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
BANNER BUFFETS, LLC		08/31/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SOVEREIGN INVESTMENT COMPANY		
Street Address:	116 Village Boulevard		
Internal Address:	Suite 200		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2958690	WHISTLE JUNCTION	
Registration Number:	3041700	WHISTLE JUNCTION	
CORRESPONDENCE DATA			
Fax Number:	(412)288-3063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-288-3233		
Email:	ptoipinbox@reedsmith.com		
Correspondent Name:	Jody L. Burtner, Senior Paralegal		
Address Line 1:	P.O. Box 488		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488		
ATTORNEY DOCKET NUMBER:	352144.70028.1354 SOVE/BA		
NAME OF SUBMITTER:	Jody L. Burtner		

OP \$65.00 2958690

Signature:

/Jody L. Burtner/

Date:

09/01/2006

Total Attachments: 2

source=noticegrantbannersovereign#page1.tif

source=noticegrantbannersovereign#page2.tif

**NOTICE OF GRANT OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

Please be advised that pursuant to the SECURITY AGREEMENT dated as of August 31, 2006 (the "Security Agreement"), executed by and between BANNER BUFFETS, LLC, a Delaware limited liability company with an address of 1754 North Econlockhatchee Trail, Orlando, Florida 32825 (the "Obligor" as defined in the Security Agreement), in favor of SOVEREIGN INVESTMENT COMPANY, a California corporation with an address of 116 Village Boulevard, Suite 200, Princeton, New Jersey 08540 (the "Secured Creditor" as defined in the Security Agreement), Obligor and Security Creditor have entered into Promissory Notes dated August 31, 2006 and September 1, 2006, respectively, providing for the making of a loan (the "Loan") to the Obligor (as amended, restated, modified, extended, renewed, replaced, supplements, restructured and/or refinanced from time to time, the "Notes").

The Obligor's obligations to repay the Notes have been secured by the Collateral (as that term is defined in the Security Agreement), whether now existing or hereafter acquired from time to time.

As security for the Secured Obligations (as set forth in the Security Agreement and the Notes), Obligor pledged and granted to Secured Creditor, *inter alia*, a continuing security interest in all right, title and interest of Obligor in, to and under the Marks, whether now existing or hereafter from time to time acquired, together with the registrations and right to all renewals thereof, and the goodwill of the business of Obligor symbolized by the Marks, including but not limited to the properties described on Attachment 1 to this Notice (the "Security Interest").

The Security Interest in the Collateral can be terminated only in accordance with the terms of the Security Agreement.

ATTACHMENT 1

1. U.S. Service Mark Registration No. 2,958,690 for the word mark “Whistle Junction” for “restaurant services” registered May 31, 2005, assigned to Banner Buffets, LLC.
2. U.S. Service Mark Registration No. 3,041,700 for “Whistle Junction” and Design for “restaurant services” registered January 10, 2006, assigned to Banner Buffets, LLC.