

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
III FORKS DALLAS, L.P.		03/30/2007	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	NEXBANK, SSB
Street Address:	13455 Noel Road, Suite 2220
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Texas Chartered Savings Bank: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2295898	
Registration Number:	2192585	III FORKS

CORRESPONDENCE DATA

Fax Number: (213)630-5728

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-891-5011

Email: jhawke@buchalter.com

Correspondent Name: Jody Hawke

Address Line 1: 1000 Wilshire Boulevard, Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017-2457

ATTORNEY DOCKET NUMBER:

H3131-0004

NAME OF SUBMITTER:

Jody Hawke

Signature:

/Jody Hawke/

900074003

TRADEMARK
REEL: 003518 FRAME: 0795

CH 2295898 \$65.00

Date:

04/10/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
(III Forks Dallas, L.P.)

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of March, 2007, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and NEXBANK, SSB, as the collateral agent and administrative Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantors, the lenders party thereto as "Lenders" ("Lenders"), Highland Financial Corp. as lead arranger, and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of

them, to Agent, the Lender Group, or either of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

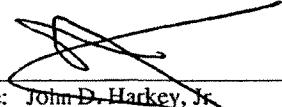
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

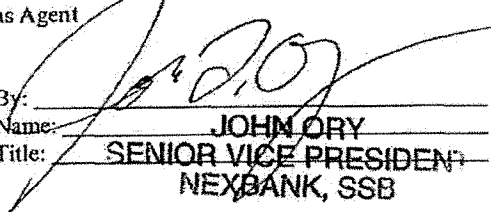
III FORKS DALLAS, L.P.,
a Delaware limited partnership

By: III Forks Restaurants GP, LLC
Its: General Partner

By: 
Name: John D. Harkey, Jr.
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

NEXBANK, SSB
as Agent

By: 
Name: JOHN ORY
Title: SENIOR VICE PRESIDENT
NEXBANK, SSB

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Trademark Security Agreement
(III Forks Dallas, L.P.)

TRADEMARK
REEL: 003518 FRAME: 0800

**Schedule 1
TRADEMARKS**

No.	SRC No.	Status/Liens	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
1.	1	Registered 1. Security Interest Reel/Frame 3240/0294 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc.	III Forks Dallas, L.P.	Design Only	2,295,898	11/30/1999
2.	2	Registered 1. Security Interest Reel/Frame 3240/0294 Signed: 01/31/2006 Recorded: 02/03/2006 Assignee: Wells Fargo Foothill, Inc.	III Forks Dallas, L.P.	III Forks	2,192,585	09/29/1998

**TRADEMARK
REEL: 003518 FRAME: 0801**

RECORDED: 04/10/2007