

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
Houlihan's Restaurants, Inc.		05/16/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	Wells Fargo Foothill, Inc., as Administrative Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	78585466	LIVE FULL
Registration Number:	2527341	BRAXTON SEAFOOD GRILL
Registration Number:	1566527	BRAXTON SEAFOOD GRILL
Registration Number:	3056361	CALIFORNIA MASHERS
Registration Number:	1129719	DARRYL'S
Registration Number:	3076726	DEVON
Registration Number:	1363864	DEVON BAR & GRILL
Registration Number:	3076728	DEVON SEAFOOD GRILL
Registration Number:	2274633	H
Registration Number:	3040743	H
Registration Number:	3011726	HOULI
Registration Number:	1835780	HOULIHAN'S
Registration Number:	2018664	HOULIHAN'S
Registration Number:	2899555	HOULIHAN'S

OP \$665.00 78585466

Registration Number:	2285522	HOULIHAN'S
Registration Number:	1050344	HOULIHAN'S OLD PLACE
Registration Number:	1130582	HOULIHAN'S OLD PLACE
Registration Number:	2830165	HOULI'S-IN-A-HURRY
Registration Number:	2129750	J. GILBERT'S
Registration Number:	2298974	J. GILBERT'S WOOD-FIRED GRILL
Registration Number:	2758669	JG
Registration Number:	2011988	JG J. GILBERT'S WOOD-FIRED STEAKS
Registration Number:	2686223	
Registration Number:	2983852	NLINE
Registration Number:	3127861	THE H LIST
Serial Number:	77137816	HOULIHAN'S RESTAURANT + BAR

CORRESPONDENCE DATA

Fax Number: (312)863-7496
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3128637194
Email: sonya.szot@goldbergkohn.com
Correspondent Name: Sonya Szot
Address Line 1: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.163
NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	05/16/2007

Total Attachments: 7
source=Trademark agreement#page1.tif
source=Trademark agreement#page2.tif
source=Trademark agreement#page3.tif
source=Trademark agreement#page4.tif
source=Trademark agreement#page5.tif
source=Trademark agreement#page6.tif
source=Trademark agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 16th day of May, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among Houlihan's Restaurants, Inc., a Delaware corporation, as "Administrative Borrower" ("Administrative Borrower"), Houlihan's of Union Station, Inc., a Missouri corporation ("Union Station"), Houlihan's/Milwaukee, Inc., a Wisconsin corporation ("Houlihan's Milwaukee"), Red Steer, Inc., a Missouri corporation ("Red Steer"), Sam Wilson's/Kansas, Inc., a Kansas corporation ("Sam Wilson's"), Darryl's of St. Louis County, Inc., a Missouri corporation ("Darryl's St. Louis"), Darryl's of Overland Park, Inc., a Kansas corporation ("Darryl's Overland Park"), Houlihan's of Ohio, Inc., a Delaware corporation ("Houlihan's Ohio"), Houlihan's of Maryland, Inc., a Delaware corporation ("Houlihan's Maryland"), Algonquin Houlihan's Restaurant, L.L.C., a Delaware limited liability company ("Algonquin"), Geneva Houlihan's Restaurant, L.L.C., a Delaware limited liability company ("Geneva"), Hanley Station Houlihan's Restaurant, LLC, a Delaware limited liability company ("Hanley Station"), Houlihan's Texas Holdings, Inc., a Delaware corporation ("Texas Holdings"), Houlihan's Restaurants of Texas, Inc., a Texas corporation ("Houlihan's Texas"), Houlihan's of Chesterfield, Inc., a Delaware corporation ("Chesterfield", together with Administrative Borrower, Union Station, Houlihan's Milwaukee, Red Steer, Sam Wilson's, Darryl's St. Louis, Darryl's Overland Park, Houlihan's Ohio, Houlihan's Maryland, Algonquin, Geneva, Hanley Station, Texas Holdings and Houlihan's Texas, the "Borrowers" and each, individually, a "Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, 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 Security Agreement or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority 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 reissues, continuations or extensions 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 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 and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, 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, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY 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 and the Bank Product Provider, pursuant to the Security 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 Security 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 notice in writing to Agent as required by the Security Agreement 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 or support by a standby letter of credit in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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.

HOULIHAN'S RESTAURANTS, INC.

By: Paul A. Strasen
Name: PAUL A. STRASEN
Title: SECRETARY

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____
Name: _____
Title: _____

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.

HOULIHAN'S RESTAURANTS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: Katy Brooks
Name: KATY BROOKS
Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application No.	Registration No.	Application Date	Registration Date
Administrative Borrower	Brazil	HOULIHAN'S	819219681	819219681	2-May-96	12-Jun-01
Administrative Borrower	Canada	HOULIHAN'S	1097067	N/A	22-Mar-01	N/A
Administrative Borrower	Dominican Republic	HOULIHAN'S	85346	85346	15-Aug-96	15-Aug-96
Administrative Borrower	European Community	HOULIHAN'S	139741	139741	1-Apr-96	24-Aug-98
Administrative Borrower	Mexico	HOULIHAN'S	278014	584619	25-Oct-96	6-Aug-98
Administrative Borrower	Philippines	HOULIHAN'S OLD PLACE & DESIGN	95339	N/A	21-Sep-94	N/A
Administrative Borrower	Puerto Rico	HOULIHAN'S	64267	N/A	4-Dec-04	N/A
Administrative Borrower	Uruguay	HOULIHAN'S	286582	286582	30-Apr-96	26-Dec-97
Administrative Borrower	US	LIVE FULL	78/585,466		11-Mar-05	
Administrative Borrower	US	BRAXTON SEAFOOD GRILL	76/220,412	2,527,341	5-Mar-01	8-Jan-02
Administrative Borrower	US	BRAXTON SEAFOOD GRILL AND DESIGN	73/781,175	1,566,527	16-Feb-89	14-Nov-89
Administrative Borrower	US	CALIFORNIA MASHERS	78/354,129	3,056,361	20-Jan-04	31-Jan-06
Administrative Borrower	US	DARRYL'S	73/178,729	1,129,719	19-Jul-78	22-Jan-80
Administrative Borrower	US	DEVON	78/610,143	3,076,726	15-Apr-05	4-Apr-06
Administrative Borrower	US	DEVON BAR & GRILL	73/532,457	1,363,864	15-Apr-85	1-Oct-85
Administrative Borrower	US	DEVON SEAFOOD GRILL	78/610,161	3,076,728	15-Apr-05	4-Apr-06
Administrative Borrower	US	H (STYLIZED)	75/580,619	2,274,633	2-Nov-98	31-Aug-99
Administrative Borrower	US	H (STYLIZED)	78/485,467	3,040,743	17-Sep-04	10-Jan-06
Administrative Borrower	US	HOULI	76/396,829	3,011,726	17-Apr-02	1-Nov-05
Administrative Borrower	US	HOULIHAN'S	73/567,687	1,835,780	8-Nov-85	10-May-94
Administrative Borrower	US	HOULIHAN'S	74/600,268	2,018,664	17-Nov-94	26-Nov-96

Grantor	Country	Mark	Application No.	Registration No.	Application Date	Registration Date
Administrative Borrower	US	HOULIHAN'S	78/247,996	2,899,555	9-May-03	2-Nov-04
Administrative Borrower	US	HOULIHAN'S (STYLIZED)	75/580,617	2,285,522	2-Nov-98	12-Oct-99
Administrative Borrower	US	HOULIHAN'S OLD PLACE	73/055,934	1,050,344	23-Jun-75	12-Oct-76
Administrative Borrower	US	HOULIHAN'S OLD PLACE AND DESIGN	73/178,447	1,130,582	17-Jul-78	5-Feb-80
Administrative Borrower	US	HOUL'S-IN-A-HURRY	78/246,094	2,830,165	6-May-03	6-Apr-04
Administrative Borrower	US	J. GILBERT'S	75/025,025	2,129,750	28-Nov-95	20-Jan-98
Administrative Borrower	US	J. GILBERT'S WOOD-FIRED GRILL	75/489,297	2,298,974	21-May-98	7-Dec-99
Administrative Borrower	US	JG (STYLIZED)	76/464,636	2,758,669	6-Nov-02	2-Sep-03
Administrative Borrower	US	JG J. GILBERT'S WOOD-FIRED STEAKS AND DESIGN	75/025,030	2,011,988	28-Nov-95	29-Oct-96
Administrative Borrower	US	MISCELLANEOUS CHEF DESIGN	76/396,836	2,686,223	17-Apr-02	11-Feb-03
Administrative Borrower	US	NLINE	78/204,983	2,983,852	20-Jan-03	9-Aug-05
Administrative Borrower	US	THE H LIST	78/485,503	3,127,861	17-Sep-04	8-Aug-06
Administrative Borrower	US	HOULIHAN'S RESTAURANT + BAR	77/137816	N/A	22-Mar-07	N/A

ft.us.2045558.01