

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
BEP Colorado Restaurants, LLC		08/06/2004	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	5938 Priestly Drive
Internal Address:	Suite 200
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2427764	THE BLACK-EYED PEA
Registration Number:	2427765	BLACK-EYED PEA MARKET GRILL
Registration Number:	2427766	BLACK-EYED PEA
Registration Number:	2427767	THE BLACK-EYED PEA
Registration Number:	2898419	HOME COOKING WORTH GOING OUT FOR

CORRESPONDENCE DATA

Fax Number: (303)223-0988
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303.223.1188
 Email: bplotkin@bhfs.com
 Correspondent Name: Bruce L. Plotkin
 Address Line 1: 410 Seventeenth Street
 Address Line 2: Suite 2200
 Address Line 4: Denver, COLORADO 80202

OP \$140.00 2427764

ATTORNEY DOCKET NUMBER:	7305.39 5/16/07 BLP
NAME OF SUBMITTER:	Bruce L. Plotkin
Signature:	/bruceplotkin/
Date:	05/16/2007
Total Attachments: 5 source=IP Credit Agreement#page1.tif source=IP Credit Agreement#page2.tif source=IP Credit Agreement#page3.tif source=IP Credit Agreement#page4.tif source=IP Credit Agreement#page5.tif	

INTELLECTUAL PROPERTY CREDIT AGREEMENT

THIS INTELLECTUAL PROPERTY CREDIT AGREEMENT (this "**Agreement**") is entered into as of August 6, 2004, by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Secured Party**") and BEP Colorado Restaurants, 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 Note in the amount of \$15,150,000.00 dated as of even date herewith executed by Debtor on behalf of Secured Party and (ii) that certain Credit Agreement by and between Secured Party and Debtor dated as of even date herewith related thereto (as the same may be amended, modified or supplemented from time to time, collectively the "**Credit Agreement**"; capitalized terms used herein are used as defined in the Credit 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 Credit Agreement.

B. Pursuant to the terms of the Credit 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 Credit Agreement, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Loan, the Credit 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 that certain Assignment of Marks dated as of the date hereof by and between Colorado Restaurant Management, Inc., a Colorado 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 Credit 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 Credit 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 Credit 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 Credit 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 Credit Agreement and the other Loan Documents.

5. DEBTOR AND SECURED PARTY REPRESENT, WARRANT, AND ACKNOWLEDGE TO EACH OTHER THAT THIS AGREEMENT BEARS A REASONABLE RELATIONSHIP TO THE STATE OF COLORADO. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, 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

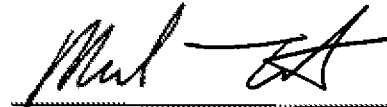
Attention: Loan Administration

DEBTOR:

**BEP COLORADO RESTAURANTS LLC, a
Delaware limited liability company**

BY: BEP Colorado Holdings, LLC, a Delaware
limited liability company, its Managing Member

By: _____



Michael Tetrick, Vice President

Address:


450 South Orange Avenue, 10th Floor

Orlando, FL 32801

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:

**BEP COLORADO RESTAURANTS LLC, a
Delaware limited liability company**

BY: BEP Colorado Holdings, LLC, a Delaware
limited liability company, its Managing Member

By: _____
Michael Tetric, Vice President

Address:
450 South Orange Avenue, 10th Floor
Orlando, FL 32801

SCHEDULE A

Trademarks

Federal Service Mark Registrations:

The Black-eyed Pea (Registration No. 2427764; Serial No. 75/392,044)

Black-eyed Pea Market Grill (Registration No. 2427765; Serial No. 75/392,372)

Black-eyed Pea (Registration No. 2427766; Serial No. 75/392,380)

The Black-eyed Pea in stylized format (Registration No. 2427767; Serial No. 75/395,439)

Home Cooking Worth Going Out For (Serial No. 75/398,862)

Colorado Service Mark Registrations:

The Black-eyed Pea (Doc. # 19851027760)

Colorado Trade Name Registrations:

The Black-eyed Pea, Inc. (Doc. # 19871548949)

Black-eyed Pea of Colorado, Inc. (Doc. # 19911010455)

Common Law Marks:

We Do That

Volcano Fudge Cake

The Black-eyed Peaweas