

**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
YARD HOUSE USA, INC.	FORMERLY TSG-YH NEWCO, INC.	08/20/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	EMPORIA CAPITAL FUNDING LLC, as administrative agent for itself and other lending institutions
Street Address:	515 SOUTH FIGUEROA STREET, 11TH FLOOR
Internal Address:	ATTN: THOMAS DENOT
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	77203378	YARD HOUSE TO YOUR HOUSE
Serial Number:	77203369	YARD HOUSE GREAT FOOD · CLASSIC ROCK WORLD'S LARGEST SELECTION OF DRAFT BEER
Serial Number:	77203341	YARD HOUSE TO YOUR HOUSE

**CORRESPONDENCE DATA**

Fax Number: (213)226-4028  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (213) 488-7100  
 Email: kevin.davis@pillsburylaw.com  
 Correspondent Name: BRIAN S. STERN, ESQ.  
 Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP  
 Address Line 2: 725 SOUTH FIGUEROA STREET, SUITE 2800  
 Address Line 4: LOS ANGELES, CALIFORNIA 90017-5406

CH \$90.00 77203378

ATTORNEY DOCKET NUMBER:	026117-0000007
NAME OF SUBMITTER:	BRIAN S. STERN
Signature:	/Brian S. Stern/
Date:	09/06/2007

**Total Attachments: 20**

source=TM Security Agmt (exec)#page1.tif  
source=TM Security Agmt (exec)#page2.tif  
source=TM Security Agmt (exec)#page3.tif  
source=TM Security Agmt (exec)#page4.tif  
source=TM Security Agmt (exec)#page5.tif  
source=TM Security Agmt (exec)#page6.tif  
source=TM Security Agmt (exec)#page7.tif  
source=TM Security Agmt (exec)#page8.tif  
source=TM Security Agmt (exec)#page9.tif  
source=TM Security Agmt (exec)#page10.tif  
source=TM Security Agmt (exec)#page11.tif  
source=TM Security Agmt (exec)#page12.tif  
source=TM Security Agmt (exec)#page13.tif  
source=TM Security Agmt (exec)#page14.tif  
source=TM Security Agmt (exec)#page15.tif  
source=TM Security Agmt (exec)#page16.tif  
source=TM Security Agmt (exec)#page17.tif  
source=TM Security Agmt (exec)#page18.tif  
source=TM Security Agmt (exec)#page19.tif  
source=TM Security Agmt (exec)#page20.tif

**TRADEMARK COLLATERAL  
SECURITY AND PLEDGE AGREEMENT**

**TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** dated as of August 20, 2007 (this "Trademark Agreement"), between **YARD HOUSE USA, INC.**, a Delaware corporation (formerly known as TSG-YH Newco, Inc. ("Newco") and successor by merger to Yard House USA, LLC) (Yard House USA, Inc. and, prior to the YHUSA Merger (as defined below), Newco, the "Borrower"), the other parties signatory hereto as Assignors (as hereinafter defined) and each other party as shall from time to time become a party hereto (such parties and the Borrower being hereinafter referred to from time to time individually, as an "Assignor" and, collectively, as the "Assignors"), and **EMPORIA CAPITAL FUNDING LLC** ("Emporia" or "Assignee"), a Delaware limited liability company having an office at 515 South Figueroa Street, 11<sup>th</sup> Floor, Los Angeles, California 90071 as administrative agent (in such capacity, the "Administrative Agent") for itself and other lending institutions (hereinafter, collectively, the "Lenders") which are, or may in the future become, parties to a Credit Agreement, dated as of even date herewith (as amended, restated, supplemented, modified and otherwise in effect from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Administrative Agent.

**WHEREAS**, pursuant to the Amended and Restated Recapitalization Agreement dated July 30, 2007, with an effective date of June 22, 2007, by and among certain individuals and companies (including Yard House Restaurant, LLC ("YHR")) listed on the signature pages thereof and identified as the "Controlling Persons", YH USA Sub, LLC ("YHUSA Sub"), TSG5 L.P. and Newco, (a) Newco consummated a merger with Yard House USA, LLC (the "YHUSA Merger") in which Yard House USA, LLC was merged with and into Newco with Newco as the surviving company and Newco subsequently changed its name to Yard House USA, Inc., and (b) immediately following the YHUSA Merger, YHUSA Sub consummated a merger with and into YHR (the "YHR Merger" and together with the YHUSA Merger, the "Mergers") in which YHR was the surviving company and, after giving effect to the YHR Merger, a wholly owned subsidiary of the Borrower;

**WHEREAS**, immediately following the consummation of the Mergers and immediately prior to the making of the Loan by the Lenders, this Trademark Agreement will become effective;

**WHEREAS**, the Borrower and each Assignor are members of a group of related companies, the success of any one of which is dependent in part on the success of the other members of such group;

**WHEREAS**, each Assignor expects to receive substantial direct and indirect benefits from the Loan to the Borrower by the Lenders and the other Secured Parties (as defined in the Credit Agreement) pursuant to the Credit Agreement (which benefits are hereby acknowledged);

**WHEREAS**, in order to induce the Lenders and the other Secured Parties to make a Loan to the Borrower under the Credit Agreement, each Assignor has agreed, upon the terms contained in the Credit Agreement, to deliver to the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, a trademark agreement substantially in the form hereof;

**WHEREAS**, each Assignor has executed and delivered to the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which each Assignor has granted to the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, a security interest in certain of such Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications

listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

**WHEREAS**, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

**NOW, THEREFORE**, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement (and, if not defined therein, in the Security Agreement). In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers, suppliers or distributors of such Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each

customer's, dealer's, supplier's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of each Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Assignor, or to which such Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Assignor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Assignor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of each Assignor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or

trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of each Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by such Assignor or are now owned, held or used by such Assignor, in such Assignor's business, or with such Assignor's products and services, or in which such Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by such Assignor in such Assignor's business or with such Assignor's products and services, or in which such Assignor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with each Assignor or its business or for the direct or indirect benefit of such Assignor or its business, including all such uses by such Assignor itself, by any of the affiliates of such Assignor, or by any franchisee, licensee or contractor of such Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.02 of the Credit Agreement shall be applicable to this Trademark Agreement.

## 2. GRANT OF SECURITY INTEREST.

**2.1. SECURITY INTEREST; ASSIGNMENT OF MARKS.** As collateral security for the payment and performance in full of all of the Obligations, each Assignor hereby unconditionally grants to the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Secured Parties and the Administrative Agent, except to the extent a grant of a security interest or Lien shall result in the abandonment, invalidation or unenforceability of any right, title, or interest of any Assignor in any Pledged Trademark. Each Assignor hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement. In addition, each Assignor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks").

**2.2. CONDITIONAL ASSIGNMENT.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by such Assignor to the Administrative Agent or its nominee in lieu of foreclosure).

**2.3. SUPPLEMENTAL TO SECURITY AGREEMENT.** Pursuant to the Security Agreement each Assignor has granted to the Administrative Agent, for the benefit of the Secured Parties and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed

in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of each Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of each Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

### 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all federally registered (or pending federal applications for registration) Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of such Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Assignor's knowledge, there is no infringement by such Assignor of the trademark rights of others; (vi) such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement or otherwise permitted under the Credit Agreement; (vii) such Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) such Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) such Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretary of States for the States of Delaware, California and Kansas under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and

performance of this Trademark Agreement by each Assignor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

#### 4. INSPECTION RIGHTS.

Subject to Section 6.10 of the Credit Agreement, each Assignor hereby grants to the Administrative Agent and the Secured Parties and their respective employees and agents the right to visit such Assignor's stores and other facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

#### 5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Administrative Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of such Assignor's business consistent with its past practices, no Assignor will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Assignor's obligations under this Trademark Agreement or the Security Agreement.

#### 6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. AFTER-ACQUIRED TRADEMARKS. If, before the Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and, if such Pledged Trademarks are federally registered or are pending federal applications for registration, such Assignor shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

6.2. AMENDMENT TO SCHEDULE. Each Assignor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of any Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

#### 7. TRADEMARK PROSECUTION.

7.1. ASSIGNOR RESPONSIBLE. Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the Secured Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Secured Party in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, such Assignor shall, as necessary, retain trademark counsel reasonably acceptable to the Administrative Agent.

7.2. ASSIGNOR'S DUTIES, ETC. Each Assignor shall have the right and the duty, through trademark counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any



trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by such Assignor. No Assignor shall abandon any filed trademark registration application, or any Trademark Registration or Trademark, unless such Trademark Registration or Trademark has been abandoned by the Assignor in the exercise of its commercially reasonable judgment, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

**7.3. ASSIGNORS' ENFORCEMENT RIGHTS.** Each Assignor shall have the right and the duty to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Such Assignor may require the Administrative Agent to join in such suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any Secured Party to any risk of liability. Such Assignor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this §7.3.

**7.4. PROTECTION OF TRADEMARKS, ETC.** In general, each Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. Each Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

**7.5. NOTIFICATION BY ASSIGNOR.** Promptly upon obtaining knowledge thereof, each Assignor will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or such Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of such Assignor or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

## **8. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that such Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all

expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to such Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which such Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

**9. COLLATERAL PROTECTION.**

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be breached, the Administrative Agent, in its own name or that of such Assignor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignors jointly and severally agree promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

**10. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, each Assignor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

**11. FURTHER ASSURANCES.**

Each Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

**12. TERMINATION; REINSTATEMENT.**

At such time as all of the Obligations have been indefeasibly paid in full in cash, all of the commitments under the Credit Agreement and Loan Documents have been terminated and the Credit Agreement and the Loan Documents shall have been terminated, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Assignors, execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Assignors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement. This Trademark Agreement shall continue to be effective or be reinstated, if at any time any payment made or value received with respect to any Obligation is rescinded or must otherwise be returned by the Administrative Agent or any Secured Party upon the insolvency, bankruptcy or reorganization of any of the Assignors, or otherwise, all as though such payment had not been made or value received.

**13. COURSE OF DEALING.**

No course of dealing between any Assignor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**14. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors.

**15. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by any Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

**16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING**

OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF SUCH ASSIGNOR, AND THE ASSIGNORS SHALL JOINTLY AND SEVERALLY INDEMNIFY THE ADMINISTRATIVE AGENT AND THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in the manner set forth in §10.02 of the Credit Agreement.

18. AMENDMENT AND WAIVER.

No amendment to or waiver of any provision of this Trademark Agreement, nor consent to any departure by Assignor herefrom, shall in any event be effective unless the same shall be made in accordance with §10.01 of the Credit Agreement and with the consent of the Assignors, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No act, failure or delay by the Administrative Agent shall constitute a waiver of its rights and remedies hereunder or otherwise. No single or partial waiver by the Administrative Agent of any default or right or remedy that it may have shall operate as a waiver of any other default, right or remedy or of the same default, right or remedy on a future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). Each Assignor agrees that any action or claim arising out of any dispute in connection with this Trademark Agreement, any rights or obligations hereunder or the performance or enforcement of such rights or obligations may be brought in the courts of the State of New York sitting in New York County or the U.S. District Court for the Southern District of New York and consents to the non-exclusive jurisdiction of such courts and to service of process in any such suit being made upon such Assignor by mail at the address specified in §17. Each Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Assignor (i) certifies that neither the Administrative Agent or any Secured Party nor any representative, agent or attorney of the Administrative Agent or any Secured Party has represented, expressly or otherwise, that the Administrative Agent or any Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in

entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent or any Secured Party is a party, the Administrative Agent and the Secured Parties are relying upon, among other things, the waivers and certifications contained in this §20.

**21. MISCELLANEOUS.**

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Assignor acknowledges receipt of a copy of this Trademark Agreement.

**22. COUNTERPARTS; INTEGRATION; EFFECTIVENESS.**

This Trademark Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Trademark Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Agreement.

**23. INTERCREDITOR AGREEMENT.**

Notwithstanding anything herein to the contrary, the security interest granted to the Administrative Agent in Section 2 and Section 6.1 and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

**ASSIGNORS:**

YARD HOUSE USA, INC.  
YARD HOUSE RESTAURANTS, LLC  
YARD HOUSE INTERNATIONAL, LLC  
YARD HOUSE 3PACK, LLC  
SPECTRUM GLASS, LLC  
YARD HOUSE BREA, LLC  
YARD HOUSE DENVER, LLC  
YARD HOUSE FROZEN FOODS, LLC  
YARD HOUSE GLENDALE, LLC  
YARD HOUSE GLENVIEW, LLC  
YARD HOUSE IRVINE SPECTRUM, LLC  
YARD HOUSE KANSAS CITY, LLC  
YARD HOUSE LAS VEGAS, LLC  
THE YARD HOUSE, L.P.  
YARD HOUSE LOS ANGELES, LLC  
YARD HOUSE NEWPORT BEACH, LLC  
YARD HOUSE PALM BEACH GARDENS, LLC  
YARD HOUSE PASADENA, LLC  
YARD HOUSE PHOENIX, LLC  
YARD HOUSE RANCHO CUCAMONGA, LLC  
YARD HOUSE RANCHO MIRAGE, LLC  
YARD HOUSE RIVERSIDE, LLC  
YARD HOUSE SAN DIEGO, LLC  
YARD HOUSE SCOTTSDALE, LLC  
YARD HOUSE TRIANGLE SQUARE, LLC  
YARD HOUSE WAIKIKI, LLC

By: \_\_\_\_\_

Name:

Title:

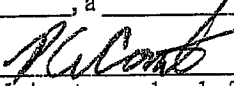
Second Lien Trademark Agreement

**TRADEMARK**  
**REEL: 003616 FRAME: 0181**

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF \_\_\_\_\_ )  
 \_\_\_\_\_ ) ss.  
 COUNTY OF \_\_\_\_\_ )

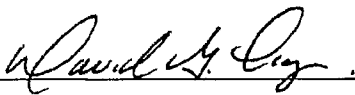
On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned notary public,  
 personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of  
 identification, which were \_\_\_\_\_, to be the person whose name is signed on  
 the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its  
 stated purpose (as \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_).

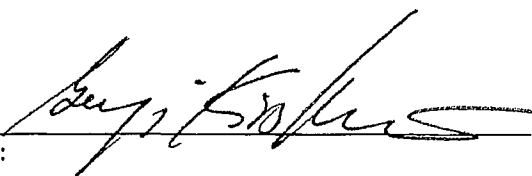
  
 \_\_\_\_\_  
 (official signature and seal of notary)

My commission expires:

**ASSIGNEE:**

**EMPORIA CAPITAL FUNDING LLC, as  
Administrative Agent**

By:   
Name:  
Title:

By:   
Name:  
Title:

Second Lien Trademark Agreement



**SCHEDULE A**

**TRADEMARKS AND TRADEMARK REGISTRATION**

<u>Trademark</u> or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
Yard House	2,441,608	April 3, 2001
Yard House (and Design)	2,620,238	September 17, 2002

<u>Trademark</u> or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
Yard House Bar & Grill (Block Letters)	76621017	November 18, 2004
Yard House (Block Letters)	77116684	February 26, 2007
Yard House Restaurants (and Design)	77116697	February 26, 2007
Yard House to Your House (and Design)	77203378	June 11, 2007
Yard House Great Food-Classic Rock World's Largest Selection of Draft Beer (and Design)	77203369	June 11, 2007
Yard House to Your House (Block Letters)	77203341	June 11, 2007

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, each of the undersigned (the "Assignors"), has adopted and used and is using the applicable trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, [\_\_\_\_\_] a [\_\_\_\_\_] organized and existing under the laws of the State of [\_\_\_\_\_] having a place of business at [\_\_\_\_\_] (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, each Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this \_\_\_ day of \_\_\_, 20\_\_.

ASSIGNORS

YARD HOUSE USA, INC.  
YARD HOUSE RESTAURANTS, LLC  
YARD HOUSE INTERNATIONAL, LLC  
YARD HOUSE 3PACK, LLC  
SPECTRUM GLASS, LLC  
YARD HOUSE BREA, LLC  
YARD HOUSE DENVER, LLC  
YARD HOUSE FROZEN FOODS, LLC  
YARD HOUSE GLENDALE, LLC  
YARD HOUSE GLENVIEW, LLC  
YARD HOUSE IRVINE SPECTRUM, LLC  
YARD HOUSE KANSAS CITY, LLC  
YARD HOUSE LAS VEGAS, LLC  
THE YARD HOUSE, L.P.  
YARD HOUSE LOS ANGELES, LLC  
YARD HOUSE NEWPORT BEACH, LLC  
YARD HOUSE PALM BEACH GARDENS, LLC  
YARD HOUSE PASADENA, LLC  
YARD HOUSE PHOENIX, LLC  
YARD HOUSE RANCHO CUCAMONGA, LLC  
YARD HOUSE RANCHO MIRAGE, LLC  
YARD HOUSE RIVERSIDE, LLC  
YARD HOUSE SAN DIEGO, LLC  
YARD HOUSE SCOTTSDALE, LLC  
YARD HOUSE TRIANGLE SQUARE, LLC  
YARD HOUSE WAIKIKI, LLC

By: \_\_\_\_\_

Name:

Title:



Second Lien Assignment of Trademarks

**TRADEMARK**  
**REEL: 003616 FRAME: 0186**

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignors to the Assignee is hereby accepted as of the \_\_ day of \_\_\_\_\_, 20\_\_.

[NAME]

By: \_\_\_\_\_  
Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_).

\_\_\_\_\_  
(official signature and seal of notary)

My commission expires:

ANNEX

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Trademark or Service Mark</u>	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
Yard House	2,441,608	April 3, 2001
Yard House (and Design)	2,620,238	September 17, 2002

<u>Trademark or Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
Yard House Bar & Grill (Block Letters)	76621017	November 18, 2004
Yard House (Block Letters)	77116684	February 26, 2007
Yard House Restaurants (and Design)	77116697	February 26, 2007
Yard House to Your House (and Design)	77203378	June 11, 2007
Yard House Great Food-Classic Rock World's Largest Selection of Draft Beer (and Design)	77203369	June 11, 2007
Yard House to Your House (Block Letters)	77203341	June 11, 2007