

## 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
Bugaboo Creek Acquisition, LLC		06/21/2007	LIMITED LIABILITY COMPANY:

## RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as collateral agent
Street Address:	450 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1788988	BUGABOO CREEK STEAK HOUSE
Registration Number:	2073439	BLACK MAGIC STEAK
Registration Number:	2589034	BUGABOO CREEK LODGE & BAR
Registration Number:	2802541	BUGABOO CREEK STEAK HOUSE
Registration Number:	1818055	BUNYAN ONION
Registration Number:	1857036	THE FLAVOR OF THE CANADIAN ROCKIES
Serial Number:	78737788	CREEK CLUB

## CORRESPONDENCE DATA

Fax Number: (212)593-5955

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

Phone: 212-756-2494

Email: watt.wanapha@srz.com

Correspondent Name: Watt Wanapha

Address Line 1: 919 Third Avenue

CH \$190.00 1788988

900087243

TRADEMARK  
REEL: 003623 FRAME: 0967

Address Line 2: 19th Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951.0764

NAME OF SUBMITTER: Watt Wanapha (014951.0764)

Signature: /kc for ww/

Date: 09/18/2007

**Total Attachments: 3**

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## GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Bugaboo Creek Acquisition, LLC (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 21, 2007 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties and the L/C Issuer (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties and the L/C Issuer, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Collateral as such term is defined in the Security Agreement) to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of JUNE 21, 2007.

BUGABOO CREEK ACQUISITION, INC.

By: [Signature]

Name: RUSSELL D'ANTON

Title: PRESIDENT

STATE OF N.J.  
COUNTY OF Union

SS.:

Russell D'Anton On this 21 day of June, 2007, before me personally came who, being duly sworn by me, did depose and say that s/he is the President of Bugaboo Creek Acquisition, LLC, a Delaware limited liability company, and that s/he executed the foregoing instrument in the firm name of \_\_\_\_\_, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Cynthia Ferraro  
[NOTARY SEAL]

CYNTHIA FERRARO  
Notary Public of New Jersey  
My Commission Expires Sept. 23, 2007

Trademark Grant (Bugaboo)

TRADEMARK  
REEL: 003623 FRAME: 0970

SCHEDULE A TO GRANT OF A SECURITY INTEREST

1. Registered Trademarks - None.

<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Registration Date</u>
Bugaboo Creek Steak House & Design	1,788,988	8/17/93
Black Magic Steak	2,073,439	6/24/97
Bugaboo Creek Lodge & Bar	2,589,034	7/02/02
Bugaboo Creek Steak House	2,802,541	1/06/04
Bunyan Onion	1,818,055	1/25/94
The Flavor of the Canadian Rockies	1,857,036	10/04/94
Creek Club	78/737,788	6/20/06 Published for Opposition

2. Trademark Applications

3. Trademark Licenses - None.