

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Amended and Restated Trademark Security Agreement |
| EFFECTIVE DATE: | 10/22/2007 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|------------------------|
| Fox & Hound Restaurant Group | | 10/22/2007 | CORPORATION: DELAWARE |
| Champps Operating Corporation | | 10/22/2007 | CORPORATION: MINNESOTA |

RECEIVING PARTY DATA

| | |
|-------------------|----------------------------|
| Name: | ABLECO FINANCE LLC |
| Street Address: | 299 Park Avenue |
| Internal Address: | 23 rd Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10171 |
| Entity Type: | LIMITED LIABILITY COMPANY: |

PROPERTY NUMBERS Total: 19

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 2191854 | BAILEY'S SPORTS GRILLE |
| Registration Number: | 1935127 | 7 BAILEY'S SPORTS GRILLE |
| Registration Number: | 2352054 | QUALITY IS OUR PASSION |
| Registration Number: | 2099517 | FOX & HOUND |
| Registration Number: | 2092808 | SERIOUS FUN 7 BAILEY'S SPORTS GRILLE |
| Registration Number: | 2740518 | BAILEY'S SMOKEHOUSE & TAVERN |
| Registration Number: | 2946288 | BAILEY'S PUB & GRILLE |
| Registration Number: | 2825963 | BEST COCKTAIL PARTY IN TOWN - SEVEN DAYS A WEEK |
| Registration Number: | 2983278 | TOTAL ENTERTAINMENT - SEVEN DAYS A WEEK! |
| Registration Number: | 3085454 | |
| Registration Number: | 2208732 | CHAMPPS |

OP \$490.00 2191854

| | | |
|----------------------|----------|-------------------|
| Registration Number: | 1934801 | CHAMPPS AMERICANA |
| Registration Number: | 1936515 | CHAMPPS |
| Registration Number: | 2053083 | CHAMPPS AMERICANA |
| Registration Number: | 2079548 | CHAMPPS |
| Registration Number: | 1880959 | CHAMPPS AMERICANA |
| Registration Number: | 1191885 | CHAMP'S |
| Registration Number: | 1165030 | CHAMP'S |
| Serial Number: | 78959637 | RED FOX AMBER ALE |

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

| | |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 32075 |
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
| Signature: | /pja/ |
| Date: | 10/23/2007 |

Total Attachments: 11
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ATTACHMENT TO COVER SHEET

Continuation of Item 1

Additional Conveying Party:

Champps Operating Corporation

State of Incorporation:

Minnesota

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of October, 2007, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually, a "Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company, in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, certain of the Grantors and Agent previously entered into that certain Trademark Security Agreement, dated as of May 12, 2006 (as amended to date, the "Original Trademark Agreement"), pursuant to which such Grantors granted, assigned and pledged to Agent a continuing security interest in all of the Grantor's Trademark Collateral (as defined therein); and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among F&H Acquisition Corp., a Delaware corporation ("Parent"), each of Parent's Subsidiaries signatory thereto (such Subsidiaries, together with Parent, are referred to hereinafter collectively, as the "Borrowers"), the lenders from time to time party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to 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, that certain Amended and Restated Security Agreement dated as 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, this Trademark Security Agreement; and

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents and to induce the Lender Group to make and extend the financial accommodations to Borrowers as provided for in the Credit Agreement, Grantors (a) wish to, as applicable, continue, confirm and ratify the grants of continuing security interests set forth in the Original Trademark Agreement; and (b) have agreed to grant a continuing security interest in and to the Trademark Collateral (as defined below);

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 to amend and restate the Original Trademark Agreement as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/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, 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, extensions, modifications 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 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 any Grantor to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving such 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, 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 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, Each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of such Grantor. 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. 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.

8. Amendment and Restatement; No Novation.


(a) This Trademark Security Agreement amends, restates, supersedes, and replaces in its entirety the Original Trademark Agreement. The security interests granted by each Grantor to Agent in the Trademark Collateral as defined in and under the Original Security Agreement continue without interruption under this Trademark Security Agreement and such security interests are hereby ratified and confirmed in all respects.

(b) Nothing herein contained shall be construed as a novation of the obligations outstanding under the Original Trademark Agreement, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Trademark Security Agreement shall be construed as a release or other discharge of any Grantor under the Original Trademark Agreement. Each Grantor hereby confirms and agrees that on and after the date hereof all references in any Loan Document to "the Trademark Security Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Original Trademark Agreement shall be a reference to this Trademark Security Agreement.

[Remainder of page intentionally left blank.]

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.


FOX & HOUND RESTAURANT GROUP, a
Delaware corporation

By: 

Name: James K. Zielke

Title: President, Secretary and
Chief Financial Officer

CHAMPPS OPERATING CORPORATION, a
Minnesota corporation

By: 

Name: James K. Zielke

Title: President

[SECOND LIEN SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

ABLECO FINANCE LLC, a Delaware limited liability company, as Agent

By: 
Name: ERIC F. MILLER

Title: SVP + DIRECTOR OF MARKETING

[SECOND LIEN SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Grantor | Country | Mark | Application/ Registration No. | Reg Date |
|------------------------------|---------------|--|----------------------------------|------------|
| Fox & Hound Restaurant Group | United States | Bailey's Sports Grille | 2,191,854 | 9/29/1998 |
| Fox & Hound Restaurant Group | United States | 7 Bailey's Sports Grille (with design) | 1,935,127 | 11/14/1995 |
| Fox & Hound Restaurant Group | United States | Quality Is Our Passion | 2,352,054 | 5/23/2000 |
| Fox & Hound Restaurant Group | United States | Fox & Hound | 2,099,517 | 9/23/1997 |
| Fox & Hound Restaurant Group | United States | Serious Fun 7 Bailey's Sports Grille (with design) | 2,092,808 | 9/2/1997 |
| Fox & Hound Restaurant Group | United States | Bailey's Smokehouse & Tavern | 2,740,518 | 7/22/2003 |
| Fox & Hound Restaurant Group | United States | Bailey's Pub & Grille | 2,946,288 | 5/3/2005 |
| Fox & Hound Restaurant Group | United States | Best Cocktail Party In Town - Seven Days a Week | 2,825,963 | 3/23/2004 |

| Grantor | Country | Mark | Application/ Registration No. | Reg Date |
|-------------------------------|---------------|--|--|---|
| Fox & Hound Restaurant Group | United States | Red Fox Amber Ale | Reg. No.: 3,314,852 Serial No.: 78/959637 | Reg. Date: 10/16/2007 Filing Date: 8/24/2006 |
| Fox & Hound Restaurant Group | United States | Total Entertainment - Seven Days a Week! | 2983278 | 8/9/2005 |
| Champps Operating Corporation | United States | (Design only) | 3085454 | 4/25/06 |
| Champps Operating Corporation | United States | CHAMPPS | 2208732 | 12/8/98 |
| Champps Operating Corporation | United States | CHAMPPS AMERICANA | 1934801 | 11/14/95 |
| Champps Operating Corporation | United States | CHAMPPS | 1936515 | 11/21/05 |
| Champps Operating Corporation | United States | CHAMPPS AMERICANA | 2053083 | 4/15/97 |
| Champps Operating Corporation | United States | CHAMPPS | 2079548 | 7/15/97 |
| Champps Operating Corporation | United States | CHAMPPS AMERICANA | 1880959 | 2/28/95 |
| Champps Operating Corporation | United States | CHAMP'S (and Design) | 1191885 | 3/9/82 |

| Grantor | Country | Mark | Application/ Registration No. | Reg Date |
|-------------------------------|------------------------------|----------------|--|------------|
| Champps Operating Corporation | United States | CHAMP'S | 1165030 | 8/11/81 |
| Fox & Hound Restaurant Group | State of Texas | Fox & Hound | 53966 | 10/19/1994 |
| Fox & Hound Restaurant Group | State of Texas | Red Fox Amber | 800756256 | 3/2/2007 |
| Champps Operating Corporation | Commonwealth of Pennsylvania | WHITMAN TAVERN | 3338795 (Reg. No.) 3697558 (Entity No.) | 12/28/06 |

Trade Names

Fox & Hound Restaurant Group:

Fox & Hound Pub & Grille
Fox & Hound English Pub & Grille
Fox & Hound Smokehouse & Tavern
Bailey's Pub & Grille
Bailey's Sports Grille
Bailey's Smokehouse & Tavern

Fox & Hound Restaurant Group's use of the "Bailey's" servicemarks (Registration No. 2,191,854; 1,935,127; 2,092,808; 2,740,518; 2,946,288) are subject the terms and conditions of that certain Settlement Agreement entered into between the Grantor and R & A Bailey & Company on 12/10/2002 and approved by the Trademark Trial and Appeal Board.

Champps Operating Corporation:

Champps Americana
Whitman Tavern

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.