

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BBAC Merger Sub, Inc.		11/05/2007	CORPORATION: DELAWARE
Back Yard Burgers, Inc.		11/05/2007	CORPORATION: DELAWARE
Little Rock Back Yard Burgers, Inc.		11/05/2007	CORPORATION: DELAWARE
Atlanta Burgers BYB Corporation		11/05/2007	CORPORATION: DELAWARE
BYB Properties, Inc.		11/05/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Harbert Mezzanine Partners II, L.P.
Street Address:	One Riverchase Parkway South
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35244
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1679702	BACK YARD BURGERS
Registration Number:	1679739	
Registration Number:	2809079	BACK YARD BURGERS

CORRESPONDENCE DATA

Fax Number: (919)416-8363
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9192868041
 Email: pto_tmconfirmation@mvalaw.com
 Correspondent Name: Moore & Van Allen PLLC
 Address Line 1: 430 Davis Drive
 Address Line 2: Suite 500
 Address Line 4: Morrisville, NORTH CAROLINA 27560

OP \$90.00 1679702

ATTORNEY DOCKET NUMBER:	020160.006 BBAC SEC AGMT
NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	11/28/2007

Total Attachments: 13

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THE RIGHTS TO COLLATERAL GRANTED PURSUANT TO THIS AGREEMENT ARE SUBORDINATED, TO THE EXTENT SPECIFIED IN THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF NOVEMBER 5, 2007, AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, BY AND AMONG SENIOR LENDER (AS DEFINED IN THE LOAN AGREEMENT DEFINED BELOW), BORROWERS, LENDER AND EACH OF THE OTHER PERSONS SET FORTH ON THE SIGNATURE PAGES THERETO, TO THE SECURITY INTERESTS OF SENIOR LENDER.

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 5th day of November, 2007, by and among **HARBERT MEZZANINE PARTNERS II, L.P.**, a Delaware limited partnership having an office at 618 Church Street, Suite 500, Nashville, Tennessee 37219 (hereinafter referred to, together with its successors and assigns, as "Lender"), **BBAC MERGER SUB, INC.**, a Delaware corporation ("BBAC Merger Sub") to be merged with and into BYB (as defined below), **BACK YARD BURGERS, INC.**, a Delaware corporation ("BYB"), **LITTLE ROCK BACK YARD BURGERS, INC.**, a Delaware corporation ("Little Rock BYB"), **ATLANTA BURGERS BYB CORPORATION**, a Delaware corporation ("Atlanta BYB"), and **BYB PROPERTIES, INC.**, a Delaware corporation ("BYB Properties"); BBAC Merger Sub, BYB, Little Rock BYB, Atlanta BYB and BYB Properties are hereinafter referred to collectively as the "Companies" and each individually as a "Company".

Recitals:

The Companies desire to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among the Companies and Lender.

Lender is willing to purchase notes and make other financial accommodations to the Companies from time to time pursuant to the terms of the Loan Agreement, provided that the Companies execute this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Companies hereby agree with Lender as follows:

1. Each capitalized term used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meaning ascribed to such term in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and the term "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Delaware.

2. To secure the prompt payment and performance of all of the Obligations, the Companies hereby grant, assign and pledge to Lender a continuing security interest in and to all of the following property of the Companies, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto,

including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Companies' business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Companies represent and warrant to Lender that, as of the date hereof:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against the corresponding Company and all third Persons in accordance with its terms;

(c) No material claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Each Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable, except where the lack of validity or enforceability could not reasonably be likely to have a Material Adverse Effect; and

(f) The Companies are the sole and exclusive owners of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by any Company not to sue third Persons, except Permitted Liens.

4. Each Company covenants and agrees with Lender that, except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Lender, and its employees and agents, the visitation, audit, and inspection rights with respect to such Company and its Collateral as set forth in the Loan Agreement.

6. Until Full Payment of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to franchisees, customers, vendors, suppliers, agents or other service providers of the Companies in the regular and ordinary course of the Companies' business as presently conducted and for reasonable and

customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Companies' obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, the Companies shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Companies shall give to Lender prompt notice thereof in writing.

8. The Companies irrevocably authorize and empower Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 7 hereof.

9. At any time that an Event of Default exists and subject to the terms of the Intercreditor Agreement, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law. Without limiting the generality of the foregoing and subject to the terms of the Intercreditor Agreement, Lender may immediately, without demand of performance and without notice (except as described in the next sentence, if required by applicable law) or demand whatsoever to the Companies, each of which the Companies hereby expressly waive, collect directly any payments due the Companies in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time any of the Trademark Collateral. The Companies hereby agree that ten (10) days notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such sale or disposition, Lender may, to the extent permitted by applicable law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Companies, which right the Companies hereby waive and release. Subject to the terms of the Intercreditor Agreement, after deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order or manner as may be authorized or required by the Loan Agreement. Subject to the terms of the Intercreditor Agreement, any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to the Companies. If any deficiency shall arise, the Companies and each Guarantor of the Obligations shall remain jointly and severally liable to Lender therefor.

10. The Companies hereby make, constitute and appoint Lender and any officer or agent of Lender as Lender may select, as the Companies' true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist and subject to the terms of the Intercreditor Agreement: to endorse the Companies' name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise in protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or

proceedings arising out of or related to the Trademark Collateral shall be borne and paid by the Companies, jointly and severally (it being the intent of the Companies and Lender that the Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by the Companies, jointly and severally on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest set forth in the Loan Agreement.

12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. The Companies shall have the duty to use their commercially reasonable efforts to prosecute diligently any trademark application for a material Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to the Companies' reasonable discretion in the ordinary course of business or, during the existence of an Event of Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, and to do any and all acts which are deemed necessary or desirable in the Companies' commercially reasonable discretion (or by Lender, during the continuance of an Event of Default) to preserve and maintain all rights in any material Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Companies, jointly and severally. No Company shall abandon any right to file a trademark application, or any pending trademark application or Trademark without the prior written consent of Lender, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Companies shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement or defense, and the Companies shall promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this paragraph 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Lender may discharge such obligations in the Companies' name or in Lender's name, in Lender's sole discretion, but at the Companies' expense, and the Companies agree to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between the Companies and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents 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 future exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of the Companies. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. The Companies hereby waive notice of Lender's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

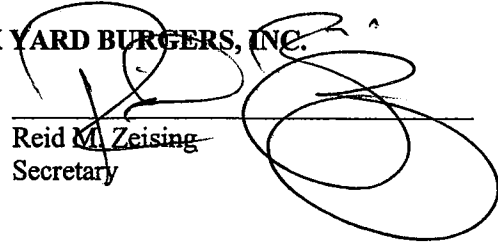
22. To the fullest extent permitted by applicable law, the Companies and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Remainder of page intentionally left blank;

signatures commence on following page]

BACK YARD BURGERS, INC.

By: _____
Name: Reid M. Zeising
Title: Secretary



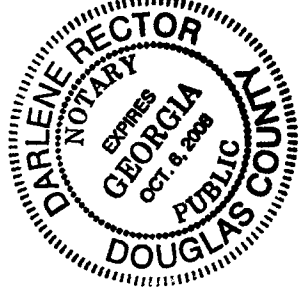
STATE OF Georgia §
 §
COUNTY OF Fulton §

BEFORE ME, the undersigned authority, on this day personally appeared Reid M. Zeising, Secretary of **Back Yard Burgers, Inc.**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 1 day of Nov., 2007.

Darlene Rector
Notary Public
My Commission Expires: 10/06/08

[NOTARIAL SEAL]



Accepted on the date first set forth above:

LENDER:

HARBERT MEZZANINE PARTNERS II, L.P.

By: Harbert Mezzanine Partners II GP, LLC,
its General Manager

By: Harbert Management Corporation,
its General Partner

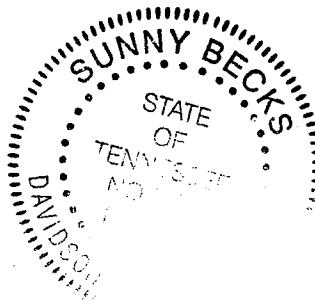
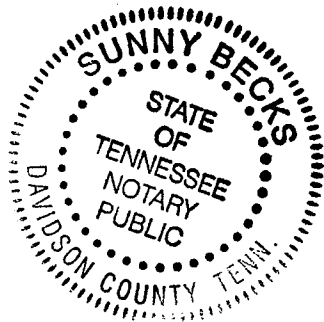
By: J Pryor Smartt
Name: J. Pryor Smartt
Title: Director of Investments

STATE OF TN)
COUNTY OF Davidson)

BEFORE ME, the undersigned authority, on this day personally appeared Pryor Smartt of Harbert Mezzanine Partners II, L.P., a Delaware limited partnership, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said banking corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 31 day of Oct, 2007.

Sunny Becks
Notary Public
My Commission Expires:
5/23/09
[NOTARIAL SEAL]



Trademark Security Agreement
Signature Page

EXHIBIT A

Trademarks

Owner: BYB Properties, Inc.

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
BACK YARD BURGERS	United States Patent and Trademark Office	1,679,702	March 17, 1992
Miscellaneous Design	United States Patent and Trademark Office	1,679,739	March 17, 1992
BACK YARD BURGERS (and Design)	United States Patent and Trademark Office	2,809,079	January 27, 2004

Trademark Applications

NONE

CHAR1\1009328v6

Trademark Security Agreement (BBAC)

**TRADEMARK
REEL: 003668 FRAME: 0790**

SCHEDULE A

None.

CHAR1\1009328v6

Trademark Security Agreement (BBAC)

RECORDED: 11/29/2007

**TRADEMARK
REEL: 003668 FRAME: 0791**