

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barbeque Integrated, Inc.		12/31/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Spirit Finance Acquisitions, LLC
<b>Street Address:</b>	14631 N. Scottsdale Road
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Scottsdale
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85254-2711
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3083328	HAND RUBBED, HICKORY SMOKED, FALL OFF THE BONE RIBS
Registration Number:	2430025	SMOKE 'N BONES
Registration Number:	2445137	SMOKEY BONES
Registration Number:	2922232	SMOKEY BONES BARBEQUE & GRILL
Registration Number:	2914352	SMOKEY BONES BARBEQUE & GRILL
Registration Number:	2483294	SMOKEY BONES BBQ
Registration Number:	2488846	SMOKEY BONES BBQ HOMETOWN SPORTS BAR
Registration Number:	2536129	SMOKEY BONES BBQ SPORTS BAR
Registration Number:	2536131	SMOKEY BONES BBQ SPORTS BAR
Registration Number:	2375493	SMOKEY BONES BBQ
Registration Number:	2536130	SMOKEY BONES BBQ
Registration Number:	3098672	THE REAL FLAVOR OF A BARBEQUE
Registration Number:	2886072	TWISTED TIMBER

CH \$340.00 3083328

CORRESPONDENCE DATA

Fax Number: (312)660-0424  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-861-2000  
Email: ccasey@kirkland.com, ehughes@kirkland.com  
Correspondent Name: Kirkland & Ellis LLP  
Address Line 1: 200 East Randolph Drive, Suite 5300  
Address Line 2: c/o Elisa Hughes  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	38233 - SMOKEY BONES
NAME OF SUBMITTER:	Elisa Hughes
Signature:	/Elisa Hughes/
Date:	01/02/2008

Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2007, is made by Barbeque Integrated, Inc. ("Grantor"), in favor of Spirit Finance Acquisitions, LLC ("Lender").

### WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and Lender, Lender has agreed to make a loan to Grantor upon the terms and conditions set forth therein; and

WHEREAS, Grantor has agreed, pursuant to a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to grant Lender a security interest in the Collateral, to secure payment of the Obligations of Grantor.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees with the Lender, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the payment and performance when due of the Obligations, hereby grants to Lender a security interest in all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) the trademarks set forth on Schedule 1 attached hereto, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");
- (b) all renewals and extensions of the Trademarks;
- (c) all goodwill of the business connected with the use of, and symbolized by, each of the Trademarks; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender 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 as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4.     Termination. This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Lender shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interest in the Trademark Collateral granted herein.

Section 5.     Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6.     Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARBEQUE INTEGRATED, INC., a Delaware corporation .

By: 

Name: Ian Baines

Title: President and Chief Executive Officer

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Hand Rubbed, Hickory Smoked, Fall Off The Bone Ribs	3,083,328	4/18/2006
Smoke 'N Bones	2,430,025	2/20/2001
Smokey Bones	2,445,137	4/17/2001
Smokey Bones Barbeque & Grill	2,922,232	2/1/2005
Smokey Bones Barbeque & Grill	2,914,352	12/28/2004
Smokey Bones BBQ	2,483,294	8/28/2001
Smokey Bones BBQ Hometown Sports Bar	2,488,846	9/11/2001
Smokey Bones BBQ Sports Bar	2,536,129	2/5/2002
Smokey Bones BBQ Sports Bar	2,536,131	2/5/2002
Smokey Bones BBQ	2,375,493	8/8/2000
Smokey Bones BBQ	2,536,130	2/5/2002
The Real Flavor of a Barbeque	3,098,672	5/30/2006
Twisted Timber	2,886,072	9/21/2004