

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Star Buffet, Inc.		01/31/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank N.A.		
<b>Street Address:</b>	5938 Priestly Drive		
<b>Internal Address:</b>	Ste 200		
<b>City:</b>	Carlsbad		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92008		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1000819	CASA BONITA	
Registration Number:	1660216	BUDDY FREDDYS	
Registration Number:	1552368	BUDDY FREDDYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)338-2880		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-338-2943		
<b>Email:</b>	kherman@sandw.com		
<b>Correspondent Name:</b>	Kim Herman		
<b>Address Line 1:</b>	One Post Office Square		
<b>Address Line 2:</b>	Sullivan & Worcester LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	21275.7		
<b>NAME OF SUBMITTER:</b>	Kim Herman		

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Signature:	/Kim Herman/
Date:	02/12/2008
Total Attachments: 4 source=Star Buffet TM sec agr#page1.tif source=Star Buffet TM sec agr#page2.tif source=Star Buffet TM sec agr#page3.tif source=Star Buffet TM sec agr#page4.tif	


## NOTICE OF TRADEMARK SECURITY AGREEMENT

This **NOTICE OF TRADEMARK SECURITY AGREEMENT** ("Notice") dated as of January 31, 2008 (the "Effective Date"), provides notice that STAR BUFFET, INC., STAR BUFFET MANAGEMENT, INC., SUMMIT FAMILY RESTAURANTS, INC., HTB RESTAURANTS, INC. and NORTHSTAR BUFFET, INC., each a Delaware corporation (collectively, "Obligor"), has granted to WELLS FARGO BANK, N.A., a national banking association ("Lender"), a lien, security interest and non-exclusive license in and to all of Obligor's right, title, and interest in and to the TM Collateral (as defined below), to secure Obligor's payment of all its obligations to Lender.


For purposes of this Memorandum: (i) "Trademarks" means all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, to the extent owned by the Obligor, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described Schedule I hereto, and all reissues, extensions or renewals thereof; and (ii) "TM Collateral" means all registered and unregistered Trademarks of the Obligor and, where applicable, the federal registrations thereof, including, without limitation, the federal registrations listed on Schedule I attached hereto (the "Registered Trademarks"); the Obligor's rights under any licenses that the Obligor has granted, or will in the future grant, to any person or persons with respect to the Trademarks (the "Trademark Licenses"); all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by the Obligor against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, the Registered Trademarks, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; all causes of action, claims and warranties now or hereafter owned or acquired by such Obligor in respect of any of the items listed above; and all proceeds of any of the foregoing items.

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be executed and delivered by their duly authorized officers as of the Effective Date set forth above.


STAR BUFFET, INC.

By:   
Name: Ron Dowdy  
Title: SECRETARY


STAR BUFFET MANAGEMENT, INC.

By:   
Name: Ron Dowdy  
Title: SECRETARY


SUMMIT FAMILY RESTAURANTS INC.

By:   
Name: Ron Dowdy  
Title: SECRETARY

HTB RESTAURANTS, INC.


By:   
Name: Ron Dowdy  
Title: SECRETARY

NORTHSTAR BUFFET, INC.

By:   
Name: Ron Dowdy  
Title: SECRETARY

[SIGNATURE PAGE TO NOTICE OF TRADEMARK SECURITY AGREEMENT]

WELLS FARGO BANK, N.A.

By:   
Name: J. Nicholas Cole  
Title: Managing Director

[SIGNATURE PAGE TO NOTICE OF TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003717 FRAME: 0995

**Schedule I**

1. No. 72459973 (Casa Bonita)
2. Nos. 74101526 and 73769779 (Buddy Freddy's)
3. Nos. 78547310 and 78355399 (Whistle Junction)
4. No. 74722446 (Holiday House) (not currently active with the United States Patent and Trademark Office)

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