

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Short-Form IP Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bonfire Restaurant Company, LLC		04/03/2008	LIMITED LIABILITY COMPANY: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	8377 East Hartford Drive
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Scottsdale
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85255
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	77411975	AXEL'S
Serial Number:	77411982	AXEL'S RIVER GRILLE
Registration Number:	3118797	AXEL'S BONFIRE WOODFIRE COOKING
Registration Number:	2362370	AXEL'S
Registration Number:	2415497	AXEL'S RIVER GRILL

**CORRESPONDENCE DATA**

Fax Number: (402)346-1148  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 402-346-6000  
 Email: pamela.flint@kutakrock.com  
 Correspondent Name: Pamela Flint, Paralegal  
 Address Line 1: 1650 Farnam Street  
 Address Line 2: Kutak Rock LLP  
 Address Line 4: Omaha, NEBRASKA 68102

OP \$140.00 77411975

ATTORNEY DOCKET NUMBER:	BONFIRE
NAME OF SUBMITTER:	Pamela S. Flint, Paralegal
Signature:	/Pamela S. Flint/
Date:	04/09/2008
Total Attachments: 3 source=Bonfire (2)#page1.tif source=Bonfire (2)#page2.tif source=Bonfire (2)#page3.tif	

## SHORT-FORM IP SECURITY AGREEMENT

THIS SHORT-FORM IP SECURITY AGREEMENT (this "*Short Form Agreement*") is made and entered into as of April 3rd, 2008 by BONFIRE RESTAURANT COMPANY, LLC, a Minnesota limited liability company ("*Borrower*"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("*Lender*").

### PRELIMINARY STATEMENTS:

Borrower and Lender have entered into (i) that certain Loan Agreement and (ii) that certain Loan and Security Agreement, which are both dated as of the date of this Short Form Agreement (collectively, the "*Loan Agreements*"). Initially capitalized terms not otherwise defined in this Short Form Agreement have the meanings set forth in the Loan Agreements.

Pursuant to the Loan Agreements, Borrower and Lender have agreed to enter into this Short Form Agreement to evidence the grant of the security interests in Borrower's Intellectual Property to Lender and certain other rights with respect to Borrower's Intellectual Property, subject to the terms, provisions and conditions of the Loan Agreements.

### AGREEMENT:

1. Security Interest. Subject to the terms and conditions of the Loan Agreements, as collateral security for the prompt and complete payment and performance of the Obligations, Borrower hereby grants to Lender, for the benefit of Lender, a security interest in and Lien upon all of Borrower's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the Intellectual Property listed on the attached *Exhibit A*.

2. Grant of License. Subject to the terms and conditions of the Loan Agreements, Borrower hereby grants to Lender an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to Borrower) to use, transfer, license or sublicense any Intellectual Property now owned, licensed to, or hereafter acquired by Borrower, including, without limitation, the Intellectual Property listed on the attached *Exhibit A*, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person.

3. Incorporation by Reference: Filing Purposes Only. All of the terms and provisions of the Loan Agreements are incorporated by reference into this Short Form Agreement. This Short Form Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Loan Agreements in any respect.

4. Counterparts. This Short Form Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

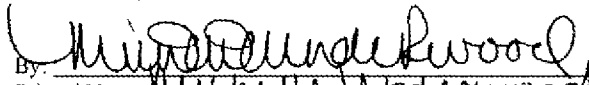
[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the date written on the first page of this Short Form Agreement.

**BONFIRE RESTAURANT COMPANY, LLC**, a Minnesota  
limited liability company

By:   
Dave S. Walia  
Chief Manager

**GENERAL ELECTRIC CAPITAL CORPORATION**, a  
Delaware corporation

By:   
Printed Name: Michelle Underwood  
Its Authorized Signatory

**EXHIBIT A**

**FEDERAL TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Trademark Owner Name</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Intl Class/Description</b>
Axel's	Charlie Rae, Inc.	77-411975	3/3/08	43
Axel's River Grille	Charlie Rae, Inc.	77-411982	3/3/08	43

**FEDERAL TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Trademark Owner Name</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Intl Class/Description</b>
Axel's Bonfire Woodfire Cooking (stylized)	Charlie Rae, Inc.	76-624700	12/14/04	3,118,797 [add'l U.S. Reg. No.(s) 2,362,370 and 2,415,497]	7/25/06	43

**MINNESOTA SECRETARY OF STATE TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Trademark Owner Name</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Intl Class/Description</b>
BULL BITES	Charlie Rae, Inc.	5,781,952	8/28/03 (First Used 11/21/98)	29