

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARG Enterprises, Inc.		04/10/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Pecus ARG Parallel, LLC		
Street Address:	Cira Centre, 2929 Arch Street		
Internal Address:	27th Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104-2868		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3182332	BA	
Registration Number:	3185340	I LIKE IT LIKE THAT!	
Registration Number:	1511302	VELVET TURTLE	
Registration Number:	2161727	SA	
CORRESPONDENCE DATA			
Fax Number:	(202)293-6330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 956-7685		
Email:	carrier@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1701 Pennsylvania Ave., NW		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	Rita M. Carrier		

OP \$115.00 3182332

Signature:	/Rita M. Carrier/
Date:	04/11/2008
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 10, 2008, is made by ARG Enterprises, Inc., a California corporation (the "Grantor"), in favor of Pecus ARG Parallel, LLC, a Delaware limited liability company (Pecus ARG Parallel, LLC together with its successors and assigns in such capacity, the "Successor Agent"), as successor to Wells Fargo Foothill, Inc., the arranger and administrative agent (the "Agent") for the Lender Group under the Credit Agreement, dated as of July 11, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement"), between American Restaurant Group, Inc., a Delaware corporation, the Grantor and ARG Property Management Corporation, a California corporation (collectively and jointly and severally, the "Borrowers"), on the one hand, and the Lenders party thereto and the Agent, on the other hand.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make the Loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain Credit Parties have executed and delivered that certain Security Agreement, dated as of July 11, 2005, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor assigned, pledged and granted to the Agent, for the benefit of the Lender Group and the Bank Product Provider, a first-priority continuing security interest in and to the Collateral, including the trademarks set forth on Schedule A hereto (the "Trademarks");

WHEREAS the Successor Agent is the successor to the Agent under the Credit Agreement and the Security Agreement; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, in consideration of the forgoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement and/or the Security Agreement.
2. Grant of Security Interest. The Grantor hereby pledges and grants a first-priority continuing security interest in, and a right of setoff against, and, effective upon demand made upon the occurrence and during the continuance of an Event of Default, assigns, transfers and conveys, all of the Grantor's right, title and interest in, to and under the Trademarks

(collectively, the "Trademark Collateral") to the Successor Agent for the benefit of the Lender Group and the Bank Product Provider.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Successor Agent, for the benefit of the Lender Group and the Bank Product Provider in connection with the Security Agreement and is expressly subject to the terms and conditions thereof.

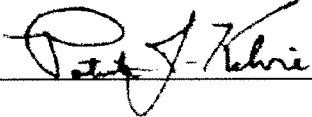
4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender Group with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

5. Counterparts. This 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. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ARG ENTERPRISES, INC.,
as Grantor

By: 

Name: Patrick J. Kelvie
Title: Vice President

PECUS ARG PARALLEL, LLC
as Successor Agent

By: _____

Name:
Title:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara }

On April 9, 2008 before me, Tanya B. Jacobson, Notary Public
Date Here Insert Name and Title of the Officer

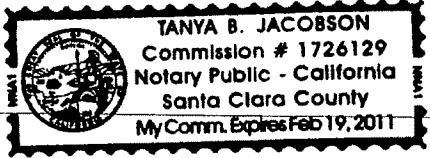
personally appeared Patrick J. Kelvie
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ARG ENTERPRISES, INC.,
as Grantor

By: _____

Name: Patrick J. Kelvie
Title: Vice President

PECUS ARG PARALLEL, LLC
as Successor Agent

By:  _____

Name: Paul Halpern
Title: Authorized Signatory

Schedule A

United States Trademark Registrations

Trademark	Registration Number
BA	3,182,332
I LIKE IT LIKE THAT!	3,185,340
VELVET TURTLE	1,511,302
SA and design	2,161,727

NY12529-421526.1