

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, 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: 5

Property Type	Number	Word Mark
Registration Number:	1063552	STUART ANDERSON'S CATTLE COMPANY
Registration Number:	1152752	STUART ANDERSON'S BLACK ANGUS
Registration Number:	1173706	STUART ANDERSON'S BLACK ANGUS/CATTLE COMPANY RESTAURANTS
Registration Number:	1255615	STUART ANDERSON'S
Registration Number:	1464994	

CORRESPONDENCE DATA

Fax Number: (202)293-6330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (202) 956-7685
 Email: carrierr@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

OP \$140.00 1063552

NAME OF SUBMITTER:	Rita M. Carrier
Signature:	/Rita M. Carrier/
Date:	04/11/2008
Total Attachments: 6 source=Assignment of Security Interest _ARG_#page1.tif source=Assignment of Security Interest _ARG_#page2.tif source=Assignment of Security Interest _ARG_#page3.tif source=Assignment of Security Interest _ARG_#page4.tif source=Assignment of Security Interest _ARG_#page5.tif source=Assignment of Security Interest _ARG_#page6.tif	

ASSIGNMENT OF TRADEMARK SECURITY INTEREST

This Assignment of Trademark Security Interest (this "Assignment"), dated as of April 10, 2008, is made by Wells Fargo Foothill, Inc., a California corporation ("Assignor"), as the former Agent under the Security Agreement, dated July 11, 2005, between the grantors party thereto and the Assignor (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of in favor of Pecus ARG Parallel, LLC, a Delaware limited liability company, located at Cira Centre, 2929 Arch Street, 27th Floor, Philadelphia, PA 19104-2868 ("Assignee"), as successor Agent under the Security Agreement.

WHEREAS, pursuant to the Letter Agreement, dated April 9, 2008, between the Pecus ARG Main, LLC, Assignee and Assignor (the "Letter Agreement"), the Lenders (as defined in the Letter Agreement) have appointed Assignee as successor Agent under the Security Agreement;

WHEREAS, pursuant to the Trademark Security Agreement dated July 11, 2005, between the grantors party thereto and Assignor (the "Trademark Security Agreement"), such grantors pledged and granted to Assignor, for the benefit of the Lender Group and Bank Product Provider, a continuing first priority security interest in all collateral set forth in Section 2 of the Trademark Security Agreement, including the trademarks set forth on Schedule A attached hereto (all such collateral together, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office (the "USPTO") on July 11, 2005 at Reel 3119 and Frame 0379; and

WHEREAS, Assignor now desires to assign the entirety of its security interest in, to and under the Trademark Collateral to Assignee, as successor Agent, for the benefit of the Lender Group and Bank Product Provider.

NOW, THEREFORE, for good and valuable in consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably assigns, transfers and conveys, without any representation, recourse or undertaking by Assignor, all of its right, title and interest in, to and under such Assignor's continuing security interest in the Trademark Collateral to Assignee, as successor Agent, for the benefit of the Lender Group and Bank Product Provider.

2. Assignor authorizes and requests that the USPTO Commissioner for Trademarks and any other applicable government officer record this Assignment.

3. This Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all which together shall constitute one and the same instrument.

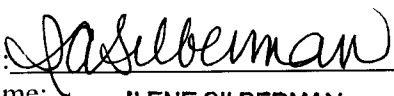
4. This Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement and the Letter Agreement. The rights and remedies of Assignee with respect to the security interest granted herein are more fully set forth in the Security Agreement and the Letter Agreement, all terms and provisions of which are incorporated herein by reference.

5. This Assignment shall be construed in accordance with and be governed by the Laws of the State of New York.

[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.

WELLS FARGO FOOTHILL, INC.,
as Assignor

By: 
Name: ILENE SILBERMAN
Title: VICE PRESIDENT

PECUS ARG PARALLEL, LLC,
as Assignee

By: _____
Name:
Title:

[Assignment of Trademark Security Agreement]

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On April 10, 2008 before me, D'Nira S. Walden,
(Here insert name and title of the officer)

personally appeared Ilene Silberman,

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.

D'Nira S. Walden

Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Assignment of Trademark
(Title or description of attached document)

Security Interest

(Title or description of attached document continued)

Number of Pages 4 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

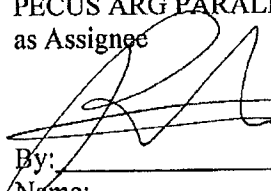
- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

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.

WELLS FARGO FOOTHILL, INC.,
as Assignor

By: _____
Name:
Title:

PECUS ARG PARALLEL, LLC,
as Assignee


By: _____
Name: Paul Halpern
Title: Authorized Signatory

[Assignment of Trademark Security Agreement]

Schedule A

United States Trademark Registrations

Trademark	Registration Number
STUART ANDERSON'S CATTLE COMPANY	1,063,552
STUART ANDERSON'S BLACK ANGUS	1,152,752
STUART ANDERSON'S BLACK ANGUS/CATTLE COMPANY RESTAURANTS	1,173,706
STUART ANDERSON'S	1,255,615
Crouching Cowboy design	1,464,994