

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	IP Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mongolian Management and Investment Company, L.L.C.		05/02/2008	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1985482	BD'S MONGOLIAN BARBEQUE
Registration Number:	2020605	WE DO IT ON A GRILL
Registration Number:	2015481	BD'S MONGOLIAN BARBEQUE
Registration Number:	2064907	BD'S
Registration Number:	2532010	BD'S MONGOLIAN BARBEQUE
Registration Number:	2714403	YOU RULE!
Registration Number:	2898218	BD'S STIR-FRY GRILL
Registration Number:	3099402	WE DO IT IN MONGOLIA
Registration Number:	3386655	BD'S MONGOLIAN 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: pamel.a.flint@kutakrock.com

OP \$240.00 1985482

Correspondent Name: Pamela Flint, Paralegal
Address Line 1: 1650 Farnam Street
Address Line 2: Kutak Rock LLP
Address Line 4: OMAHA, NEBRASKA 68102

ATTORNEY DOCKET NUMBER:

MONGOLIAN

NAME OF SUBMITTER:

Pamela S. Flint

Signature:

/Pamela S. Flint/

Date:

05/07/2008

Total Attachments: 4

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IP SECURITY AGREEMENT

THIS IP SECURITY AGREEMENT (this "*Agreement*") is made and entered into as of May 2, 2008 by MONGOLIAN MANAGEMENT AND INVESTMENT COMPANY, L.L.C., a Michigan limited liability company ("*Grantor*"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("*Lender*").

PRELIMINARY STATEMENTS:

Grantor, Lender and the other parties thereto have entered into that certain Credit Agreement dated as of the date of this Agreement (the "*Credit Agreement*"), and Grantor has executed that certain Security Agreement dated as of the date of this Agreement for the benefit of Lender (the "*Security Agreement*" and, together with the Credit Agreement, "*Loan Documents*"). Initially capitalized terms not otherwise defined in this Agreement have the meanings set forth in the Credit Agreement.

Grantor and Lender are entering into this Agreement to evidence the grant of the security interests in certain of Grantor's Intellectual Property to Lender and certain other rights with respect to Grantor'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, subject to the terms, provisions and conditions of the Loan Documents.

AGREEMENT:

1. ***Security Interest.*** Subject to the terms and conditions of the Loan Documents, as collateral security for the prompt and complete payment and performance of the Obligations, Grantor hereby grants to Lender, for the benefit of Lender, a security interest in the Intellectual Property listed on the attached **Exhibit A**. For the avoidance of doubt, "Intellectual Property" shall not include any application for a Trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including, all such United States and foreign Trademark applications that are based on an intent-to-use such Trademark in commerce.

2. ***Incorporation by Reference; Filing Purposes Only.*** All of the terms and provisions of the Credit Agreement and the Security Agreement are incorporated by reference into this Agreement. This 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 Credit Agreement or the Security Agreement in any respect. In the event of a conflict between this Agreement and the Loan Documents, the Loan Documents prevail and control.

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

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

MONGOLIAN MANAGEMENT AND INVESTMENT
COMPANY, L.L.C., a Michigan limited liability company

By: *Louis Aurelio*
Printed Name: Louis A. Aurelio
Its: Vice President

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Its: Authorized Signatory

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

MONGOLIAN MANAGEMENT AND INVESTMENT
COMPANY, L.L.C., a Michigan limited liability company

By: _____
Printed Name: _____
Its: _____

GENERAL ELECTRIC CAPITAL CORPORATION


By: 
Name: **Kelly A. Halford**
Its: Authorized Signatory

EXHIBIT A

TRADEMARK REGISTRATIONS

Trademark	Trademark Owner Name	Registration Number	Registration Date
BD's Mongolian Barbeque	Mongolian Management and Investment Company, L.L.C.	1,985,482	July 9, 1996
We do it on a Grill	Mongolian Management and Investment Company, L.L.C.	2,020,605	December 3, 1996
BD's Mongolian Barbeque and Design	Mongolian Management and Investment Company, L.L.C.	2,015,481	November 12, 1996
BD's	Mongolian Management and Investment Company, L.L.C.	2,064,907	May 27, 1997
BD's Mongolian Barbeque and Design	Mongolian Management and Investment Company, L.L.C.	2,532,010	January 22, 2002
You Rule!	Mongolian Management and Investment Company, L.L.C.	2,714,403	May 6, 2003
BD's Stir-Fry Grill and Design	Mongolian Management and Investment Company, L.L.C.	2,898,218	October 26, 2004
We Do It in Mongolia	Mongolian Management and Investment Company, L.L.C.	3,099,402	May 30, 2006
BD's Mongolian Grill and Design	Mongolian Management and Investment Company, L.L.C.	3,386,655	February 19, 2008