

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fox Restaurants Concepts LLC		05/05/2008	LIMITED LIABILITY COMPANY: ARIZONA

**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>	Omaha
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85255
<b>Entity Type:</b>	CORPORATION: ARIZONA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	78730155	MODERN STEAK
Serial Number:	77130286	BLANCO
Serial Number:	77130287	BLANCO TACOS + TEQUILA
Serial Number:	77251739	ZINBURGER
Serial Number:	77356293	ZINBURGER WINE & BURGER BAR
Serial Number:	77356291	ZINBURGER WINE & BURGER BAR
Registration Number:	2580015	BLOOM NEW AMERICAN CUISINE
Registration Number:	2707532	BISTRO ZIN
Registration Number:	2678700	BISTRO ZIN
Registration Number:	3340670	OLIVE & IVY
Registration Number:	3340671	OLIVE & IVY

**CORRESPONDENCE DATA**

OP \$290.00 78730155

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

ATTORNEY DOCKET NUMBER:	FOX
NAME OF SUBMITTER:	Pamela S. Flint, Paralegal
Signature:	/Pamela S. Flint/
Date:	05/19/2008

Total Attachments: 4  
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## AMENDED AND RESTATED SHORT-FORM IP SECURITY AGREEMENT

THIS AMENDED AND RESTATED SHORT-FORM IP SECURITY AGREEMENT (this "Short Form Agreement") is made and entered into as of May 8, 2008 by FOX RESTAURANTS CONCEPTS LLC, an Arizona limited liability company ("Borrower"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender").

### PRELIMINARY STATEMENTS:

Borrower and Lender have entered into that certain Loan and Security Agreement dated as of December 5, 2006 and Borrower and Affiliates of Borrower, as applicable, and Lender have entered into three separate Development Line of Credit Loan and Security Agreements dated as of December 5, 2006 (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 trademarks 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 trademarks 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; provided that such license will terminate on the December 1, 2017.

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.

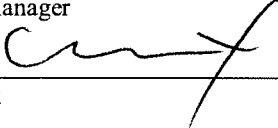
4. Counterparts. This Short Form Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

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

**FOX RESTAURANT CONCEPTS LLC**, an Arizona limited liability company

By FRC Management LLC, an Arizona limited liability company, its Manager

By \_\_\_\_\_  
Samuel W. Fox  
Manager



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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its Authorized Signatory

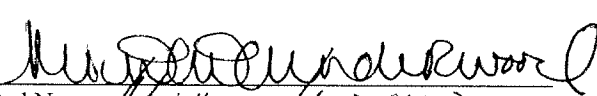
**EXECUTED** as of the date written on the first page of this Short Form Agreement.

**FOX RESTAURANT CONCEPTS LLC**, an Arizona  
limited liability company

By FRC Management LLC, an Arizona limited liability  
company, its Manager

By \_\_\_\_\_  
Samuel W. Fox  
Manager

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

By:   
Printed Name: MICHELLE UNDERWOOD  
Its Authorized Signatory

**EXHIBIT A**

**TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Trademark Owner Name</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Intl Class/Description</b>
Modern Steak*	Fox Restaurant Concepts LLC	78-730155	10/10/05	43
Blanco and Design	Fox Restaurant Concepts LLC	77-130286	3/13/07	43
Blanco Tacos + Tequila and Design	Fox Restaurant Concepts LLC	77-130287	3/13/07	43
Zinburger	Fox Restaurant Concepts LLC	77-251739	8/9/07	43
ZINBURGER WINE & BURGER BAR and Design	Fox Restaurant Concepts LLC	77-356293	12/19/07	43
ZINBURGER WINE & BURGER BAR Stylized	Fox Restaurant Concepts LLC	77-356291	12/19/07	43

**\*NOTICE OF ALLOWANCE ISSUED**

**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>
Bloom New American Cuisine	Fox Restaurant Concepts LLC	76-098913	7/27/00	2,580,015	6/11/02	42
Bistro Zin and Design	Fox Restaurant Concepts LLC	76-077588	6/26/00	2,707,532	4/15/03	42
Bistro Zin	Fox Restaurant Concepts LLC	76-077589	6/26/00	2,678,700	1/21/03	42
Olive & Ivy (Stylized)	Fox Restaurant Concepts LLC	77-014122	10/4/06	3,340,670	11/20/07	35
Olive & Ivy (Stylized)	Fox Restaurant Concepts LLC	77-014127	10/4/06	3,340,671	11/20/07	43