

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
S&A RESTAURANT CORP.		08/04/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	FORTRESS CREDIT OPPORTUNITIES I LP
Street Address:	1251 Avenue of the Americas, 16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	78713718	BENNIGAN'S EXPRESS
Serial Number:	78966030	SEPTEMBURGER
Serial Number:	78922816	29° TAVERN
Serial Number:	78922791	29DEGREE TAVERN
Serial Number:	78468515	STEAK & ALE QUALITY ESTABLISHED 1966
Serial Number:	78463087	WHAT ARE YOU IN THE MOOD FOR?
Serial Number:	77113646	BENI QUICK GRILLE
Serial Number:	77151952	BENNIGAN'S SPORT
Serial Number:	77271073	FERGUS DARGLE
Serial Number:	77161480	STEAK & ALE
Serial Number:	77113702	BENI QUICK GRILLE
Registration Number:	2914348	BENNIGAN'S GRILL & TAVERN
Registration Number:	2899199	BENNIGAN'S GRILL & TAVERN
Registration Number:	2425219	BENNIGAN'S ON THE GO

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Registration Number:	2444258	BENNIGAN'S TAVERN BURGERS
Registration Number:	2719312	PADDY O'PUNCH
Registration Number:	2618066	THE PLANO TAVERN
Registration Number:	1529079	YOUR ESCAPE FROM THE EVERYDAY
Registration Number:	2520003	EAT.DRINK...ENOUGH SAID
Registration Number:	2083567	SIGNATURE HERB ROASTED PRIME RIB
Registration Number:	0862523	STEAK AND ALE

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 600 Peachtree Street, NE
Address Line 2: Paul Hastings Janofsky & Walker LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	06/25/2008

Total Attachments: 3
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source=Atalaya-Metromedia Security Agreement#page3.tif

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, S&A Restaurant Corp., a Delaware corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule "A", which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Loan and Security Agreement, dated August 4, 2003 (the "Security Agreement"), with FORTRESS CREDIT OPPORTUNITIES I LP, a Delaware limited partnership, as administrative agent for the Lenders (as defined below) party to the Loan Agreement referred to below (in such capacity, the "Agent").

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee for the benefit of Assignee and each of the lenders a continuing security interest in all right, title and interest of the Assignor in all then-existing and thereafter acquired trademarks and service marks and the applications and registrations thereof, including without limitation the Trademarks and related registrations and applications set forth on Schedule "A" attached hereto (collectively, the "Collateral"), in order to secure the prompt repayment of the Obligations (as defined in the Security Agreement) and the prompt performance of Assignor's other covenants and duties under the Security Agreement and related loan documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge and assign and grants to the Assignee for the benefit of Assignee and the Lenders a continuing security interest in the Collateral in order to secure the prompt repayment of the Obligations and the prompt performance of Assignor's other covenants and duties under the Security Agreement and related loan documents.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 4th, 2003.

S&A RESTAURANT CORP.

By: Todd Watson
Name: _____
Title: TODD M. WATSON
VICE-PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

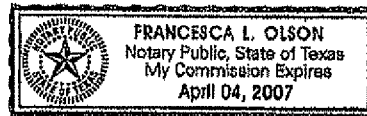
STATE OF Texas
COUNTY OF Dallas

ss.:

On this 4th day of August, 2003, before me, the undersigned, personally appeared Todd Watson, V.P. S&A Restaurant Corp., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Francesca L. Olson

[NOTARY SEAL]



SCHEDULE "A"

DESCRIPTION	SERIAL NO.	REGISTRATION NO.
BENNIGAN'S EXPRESS	78713718	
SEPTEMBURGER	78966030	3239899
29° TAVERN	78922816	3304726
29DEGREE TAVERN	78922791	3304725
STEAK AND ALE QUALITY ESTABLISHED 1966	78468515	3045244
WHAT ARE YOU IN THE MOOD FOR?	78463087	3004211
BENI QUICK GRILLE	77113646	
BENNIGAN'S SPORT	77151952	3427829
FERGUS DARGLE	77271073	
STEAK & ALE	77161480	3334363
BENI QUICK GRILLE	77113702	
BENNIGAN'S GRILL & TAVERN (block)		2914348
BENNIGAN'S GRILL & TAVERN (design)		2899199
BENNIGAN'S ON THE GO		2425219
BENNIGAN'S TAVERN BURGER		2444258
PADDY O'PUNCH		2719312
THE PLANO TAVERN (DE)		2618066
YOUR ESCAPE FROM THE EVERYDAY		1529079
EAT, DRINK, ENOUGH SAID		2520003
SIGNATURE HERB ROASTED PRIME RIB		2083567
STEAK AND ALE (DE)		862523

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