

**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
Internal Address:	16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1318668	BENNIGAN'S
Registration Number:	1088917	BENNIGAN'S
Registration Number:	1245655	BENNIGAN'S TAVERN
Registration Number:	1979644	IRISH AMERICAN BENNIGAN'S GRILL & TAVERN
Registration Number:	1957817	BLARNEY BLAST
Registration Number:	1394245	DEATH BY CHOCOLATE
Registration Number:	2746714	DEATH BY CHOCOLATE MARTINI
Registration Number:	2049016	EMERALD ISLE MARGARITA
Registration Number:	1920425	TIME CRUNCH LUNCH
Registration Number:	0956188	KENSINGTON
Registration Number:	2065016	STEAK AND ALE
Registration Number:	0861153	STEAK AND ALE

CORRESPONDENCE DATA

**900110806**

**TRADEMARK  
 REEL: 003811 FRAME: 0868**

**CH \$315.00 1318668**

Fax Number: (404)685-5137  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-815-2137  
Email: lashanajimmar@paulhastings.com  
Correspondent Name: LaShana C. Jimmar, Sr. Paralegal  
Address Line 1: Paul, Hastings, Janofsky & Walker LLP  
Address Line 2: 600 Peachtree Street, N.E., Suite 2400  
Address Line 4: ATLANTA, GEORGIA 30308

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	07/08/2008

Total Attachments: 3  
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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 ILLP, 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 4<sup>th</sup>, 2003.

S&A RESTAURANT CORP.

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

**CERTIFICATE OF ACKNOWLEDGMENT**

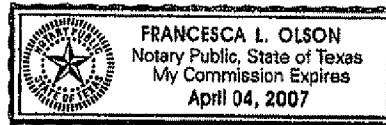
STATE OF Texas  
COUNTY OF Dallas

ss.:

On this 4<sup>th</sup> 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"**

S & A RESTAURANT CORP. TRADEMARKS	TRADEMARK REGISTRATION AND APPLICATION NOS.
Bennigan's	1088917
Bennigan's (stylized)	1318668
Death by Chocolate	1394245
Time Crunch Lunch	1920425
Blarney Blast	1957817
Bennigan's Irish American Grill & Tavern	1979644
Bennigan's Health Club	2001523
Copper Clover International Beer Quest	2004557
Copper Clover International Beer Quest (Design)	2021004
Bennigan's (Man with Mug) Design	1423404
Bennigan's Tavern & design	1245655
Bennigan's No Blarney Guarantee	2004560
Copper Clover	2004558
No Blarney Guarantee	2008786
Emerald Isle Margarita	2049016
Emerald Isle Margarita (design)	2054869
Steak and Ale (steer design)	861153
Steak and Ale (stylized)	862533
Early Evenings at Steak and Ale	1950405
Early Evenings (and design)	1950408
Steak and Ale (block)	2065016
Steak and Ale Dinnerhouse	2002696
Kensington	956188
Mishmash	1198149
Steer Design	982339
Skillet O'Beef	972960
Death by Chocolate	76/441,744
Lucky Clover Giveaway	2087603
Home of 100 Beers and 1,000 Welcomes	2055237
Tap Time	2023959
Bennigan's Tap Time Special Fun, Food and Drink	2054487