

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement to that certain Subordination and Intercreditor Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rockfish Acquisition Company		07/28/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Capital Point Partners, L.P.
Street Address:	4801 Woodway Drive, Suite 300 East
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2339806	ROCKFISH SEAFOOD GRILL
Registration Number:	2686180	ROCKFISH SEAFOOD GRILL
Registration Number:	2756378	GREAT SEAFOOD, NOT A LOT OF CLAMS
Registration Number:	2917430	FISH ON THE FLY
Registration Number:	2775746	GSNALOC
Registration Number:	2766936	FISH ON THE FLY
Registration Number:	3000962	MAY THE FISH BE WITH YOU.

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2147581500
 Email: estafford@pattonboggs.com
 Correspondent Name: Elizabeth Stafford, Senior IP Specialist
 Address Line 1: 2001 Ross Avenue; Suite 3000

OP \$190.00 2339806

Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	020626.0111
NAME OF SUBMITTER:	Elizabeth Stafford, IP Specialist
Signature:	/Elizabeth Stafford, IP Specialist/
Date:	08/07/2008

Total Attachments: 12

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This instrument and the rights and obligations evidenced hereby and any security interests or other liens securing such obligations are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of July 28, 2008 among ROCKFISH ACQUISITION COMPANY, a Delaware corporation ("Borrower"), CAPITAL POINT PARTNERS, L.P., a Delaware limited partnership ("Subordinated Creditor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Senior Creditor") to the indebtedness (including interest) owed by the Borrower, and the security interests and liens securing such indebtedness, pursuant to that certain Loan and Security Agreement dated as of July 28, 2008 by and between Borrower and Senior Creditor as such Loan and Security Agreement has been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is made and entered into as of July 28, 2008 (the "*Effective Date*") by ROCKFISH ACQUISITION COMPANY, a Delaware corporation ("*Debtor*"), whose principal place of business is 801 E. Campbell Road, Suite 450, Richardson, Texas 75081-6701, in favor of CAPITAL POINT PARTNERS, L.P., a Delaware limited liability company ("*Lender*"), whose address is 4801 Woodway Drive, Suite 300 East, Houston, Texas 77056.

PRELIMINARY STATEMENT:

A. Lender has agreed to lend Debtor ("*Borrower*") the sum of up to \$4,500,000.00 (the "*Loan*") in accordance with the terms of a Securities Purchase and Security Agreement, dated the same date as this Agreement, between Lender and Debtor (as the same may be amended, restated, supplemented, extended or renewed from time to time, the "*Loan Agreement*"). Capitalized terms used in this Agreement and not defined in this Agreement have the meanings given to such terms in the Loan Agreement.

B. It is a condition precedent to Lender making the Loan that Debtor execute and deliver this Agreement to Lender granting Lender a lien on the Intellectual Property (as defined below), subject to the terms of the Subordination Agreement.

AGREEMENT:

In consideration of the mutual covenants and promises hereinafter set forth, Lender and Debtor agree as follows:

1. Grant of Security Interest.

(a) To secure the payment of the Obligations, Debtor hereby grants to Lender a security interest in the Intellectual Property, and all income therefrom and all proceeds thereof (collectively, the "*IP Collateral*"). Notwithstanding the foregoing, the IP Collateral shall not include any Excluded Property. References in the Loan Documents to the "*Collateral*" include all or any portion of or interest in any of the IP Collateral as provided for in this Agreement.

(b) As used herein, the following terms shall have the following meanings:

"*Copyrights*" means all rights, title and interests (and all related IP Ancillary Rights) arising under any Applicable Law in or relating to copyrights and all mask work, database and design rights, whether or not registered or published, all registrations and recordings thereof and all applications in connection therewith, including but not limited to those copyrights described on *Exhibit A*.

“Excluded Property” means United States “intent-to-use” trademark applications to the extent that, and solely during the period in which, the grant of security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; *provided, however*, “Excluded Property” shall not include any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property).

“Intellectual Property” means all rights, title and interests in or relating to intellectual property and industrial property arising under any Applicable Law and all IP Ancillary Rights relating thereto, including all Copyrights, Patents, Trademarks, Internet Domain Names, Trade Secrets and IP Licenses.

“Internet Domain Names” means all rights, title and interests (and all related IP Ancillary Rights) arising under any Applicable Law in or relating to Internet domain names, including but not limited to those names described on *Exhibit A*.

“IP Ancillary Rights” means, with respect to any other Intellectual Property, as applicable, all foreign counterparts to, all rights in the foregoing provided by international treaties or conventions and all rights corresponding thereto throughout the world, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right.

“IP License” means all Contractual Obligations (and all related IP Ancillary Rights), whether written or oral, granting any right title and interest in or relating to any Intellectual Property, including but not limited to those licenses described on *Exhibit A*.

“Patents” means all rights, title and interests (and all related IP Ancillary Rights) arising under any Applicable Law in or relating to letters patent and applications therefore, including but not limited to those patents described on *Exhibit A*.

“Trademarks” means all rights, title and interests (and all related IP Ancillary Rights) arising under any Applicable Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith, including but not limited to those marks described on *Exhibit A*.

2. **Obligations Secured.** This security interest is given to secure the payment and performance of the Obligations, including all Indebtedness under the Note.

3. **Nature of Obligations.** Debtor represents and warrants to Lender that: (a) the Obligations have been incurred for a commercial business purpose and not a personal, family, or household purpose; and (b) no portion of the IP Collateral is being used by Debtor or any other Person for any personal, family, or household purpose.

4. **Representations and Warranties.** Debtor acknowledges and agrees that (i) the representations and warranties in this Section are a material consideration to Lender, (ii) Lender is relying on the correctness and completeness of all of these representations and warranties in entering into the transaction and making the Loan, and (iii) these representations and warranties are true and accurate as of the date of this Agreement, will be true and accurate as of the Closing, as if made on the Closing Date, and will survive the Closing, regardless of any investigation or inspection by Lender. Accordingly, Debtor represents, warrants, and certifies to Lender that:

(a) The Intellectual Property described on *Exhibit A* represents all of the Intellectual Property owned by Debtor as of the date of this Agreement.

(b) Debtor owns or licenses all Intellectual Property that is necessary for the operations of its businesses.

(c) To the knowledge of Debtor, (i) the conduct and operations of the businesses of Debtor does not infringe, misappropriate, dilute, violate or otherwise impair any Intellectual Property owned by any other Person and (ii) no other Person has contested any right, title or interest of Debtor in, or relating to, any Intellectual Property, other than, in each case, as cannot reasonably be expected to affect the Loan Documents and the transactions contemplated therein and would not, in the aggregate, have a Material Adverse Effect.

(d) In addition, (i) there are no pending (or, to the knowledge of Debtor, threatened) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes affecting Debtor with respect to, (ii) no judgment or order regarding any such claim has been rendered by any competent Governmental Authority, no settlement agreement or similar Contractual Obligation has been entered into by Debtor, with respect to and (iii) Debtor does not know of and does not have any reason to know of any valid basis for any claim based on, any such infringement, misappropriation, dilution, violation or impairment or contest, other than, in each case, as cannot reasonably be expected to affect the Loan Documents and the transactions contemplated therein and would not, in the aggregate, have a Material Adverse Effect.

5. Covenants. Debtor will (a) at all times own or license all Intellectual Property that is necessary for the operations of its businesses, and (b) not infringe, misappropriate, dilute, violate or otherwise impair any Intellectual Property owned by any other Person, other than as cannot reasonably be expected to affect the Loan Documents and the transactions contemplated therein and would not, in the aggregate, have a Material Adverse Effect. Debtor will give prompt written notice to Lender of any of the following of which Debtor has knowledge: (x) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes affecting Debtor with respect to the Intellectual Property, or (y) any valid basis for any claim based on, any infringement, misappropriation, dilution, violation or impairment or contest with respect to the Intellectual Property, other than, in each case, as cannot reasonably be expected to affect the Loan Documents and the transactions contemplated therein and would not, in the aggregate, have a Material Adverse Effect.

6. Filings and Further Assurances. (a) Debtor authorizes Lender to file such documents with the United States Patent and Trademark Office and the United States Copyright Office as may be necessary or appropriate to give notice of this Agreement and perfect the security interest created hereunder (including, without limitation, filing a copy of this Agreement). Debtor also authorizes Lender to file financing statements with respect to the security interest of Lender, continuation statements with respect thereto, and any amendments to such financing statements which may be necessitated by reason of any of the changes described in *Section 6.3* of the Loan Agreement. Debtor agrees that, notwithstanding any provision in the UCC to the contrary, Debtor shall not file a termination statement of any financing statement filed by Lender in connection with any security interest granted under this Agreement if Lender reasonably objects to the filing of such termination statement.

(b) Debtor authorizes Lender to file all instruments (including security agreements, UCC financing statements, continuations, and amendments thereto) describing the IP Collateral and containing any other information required by the Applicable Law, in such form and substance as Lender, in its sole discretion, may determine. Debtor irrevocably grants to Lender the power to sign Debtor's name and generally to act on behalf of Debtor to execute and file applications for title, transfers of title, financing statements, notices of lien, demands for terminations or other security interests in any of the IP Collateral and other documents pertaining to any or all of the IP Collateral. This power is coupled with Lender's interest in the IP Collateral and is irrevocable during such time as any of the Obligations are outstanding. Debtor shall, if any certificate of title be required or permitted by law for any of the IP Collateral, obtain and promptly deliver to Lender such certificate showing the lien of this Agreement with respect to the IP Collateral. Debtor ratifies its prior authorization for Lender to file financing statements and amendments thereto describing the IP Collateral and containing any other information required by the UCC, if filed prior to the date hereof.

(c) Debtor shall promptly pay all taxes and other governmental charges levied or assessed upon or against the IP Collateral or upon or against the creation, perfection or continuance of the security interest created under this Agreement.

8. Remedies for Default. (a) Upon the occurrence and during the continuance of an Event of Default, Lender shall have all rights and remedies of a secured party in, to and against the IP Collateral granted by the UCC and otherwise available at law or in equity, including, without limitation: (1) the right to declare any or all payments due under the Note and the other Loan Documents immediately due and payable without any presentment, demand, protest or notice of any kind, except as otherwise expressly provided herein, and Debtor hereby waives notice of intent to accelerate the Obligations and notice of acceleration; (2) the right to recover all fees and expenses (including reasonable attorney fees) in connection with the collection or enforcement of the Obligations, which fees and expenses shall constitute additional Obligations of Debtor hereunder; (3) the right to act as, and Debtor hereby constitutes and appoints Lender, Debtor's true, lawful and irrevocable attorney-in-fact (which appointment shall be deemed coupled with an interest) to demand, receive and enforce payments and to give receipts, releases, satisfaction for and to sue for moneys payable to Debtor under or with respect to any of the IP Collateral, and actions taken pursuant to this appointment may be taken either in the name of Debtor or in the name of Lender with the same force and effect as if this appointment had not been made; (4) the right to take immediate and exclusive possession of the IP Collateral, or any part thereof, and for that purpose, with or without judicial process and notice to the Debtor, enter (if this can be done without breach of the peace) upon any premises on which the IP Collateral or any part thereof may be situated and remove the same therefrom (provided that if the IP Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the UCC); (5) the right to hold, maintain, preserve and prepare the IP Collateral for sale, until disposed of; (6) the right to render the IP Collateral unusable and dispose of the IP Collateral; (7) the right to require Debtor to assemble and package the IP Collateral and make it available to Lender for its possession at a place to be designated by Lender which is reasonably convenient to Lender; (8) the right to sell, lease, hold or otherwise dispose of all or any part of the IP Collateral; and (9) the right to sue for specific performance of any Obligations or to recover damages for breach thereof.

(b) Lender shall be entitled to receive on demand, as additional Obligations hereunder, interest accruing at the Default Rate on all amounts not paid when due under the Note or this Agreement until the date of actual payment. Lender shall have no duty to mitigate any loss to Debtor occasioned by enforcement of any remedy hereunder and shall have no duty of any kind, unless expressly set forth in the Subordination Agreement, to any subordinated creditor of Debtor. Neither the acceptance of this Agreement nor its enforcement shall prejudice or in any manner affect Lender's right to realize upon or enforce any other security now or hereafter held by Lender, it being agreed that Lender shall be entitled to enforce this Agreement and any other security now or hereafter held by Lender in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Lender is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Lender, or to which Lender may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Lender.

(c) Should Lender exercise the rights and remedies specified in subsection (a) above, any proceeds received thereby shall be first applied to pay the costs and expenses, including reasonable attorneys' fees, incurred by Lender as a result of the Event of Default. The remainder of any proceeds, net of Lender's costs and expenses, shall be applied to the satisfaction of the Obligations and any excess paid over to Debtor.

(d) Until an Event of Default shall occur, Debtor may retain possession of the IP Collateral and may use it in any lawful manner not inconsistent with this Agreement, with the provisions of any policies of insurance thereof or the other Loan Documents.

9. Receivers. If an Event of Default shall have occurred and be continuing and in addition to any other rights and remedies, as a matter of right and without notice to Debtor or anyone claiming under Debtor, and without regard to the then value of the IP Collateral or the interest of Debtor therein, Lender may seek the appointment of a receiver for the IP Collateral and, to the maximum extent permitted by law, all other assets of Debtor, all upon ex parte application to any court of the competent jurisdiction. Debtor waives any right to a hearing or notice of hearing prior to the appointment of a receiver and irrevocably consents to such appointment. Such receiver shall have all of the usual powers and duties of receivers in like or similar cases and all of the powers

and duties of Lender in case of entry as provided above and shall continue as such and exercise all such powers until the later of the date of confirmation of sale of the IP Collateral or the date of expiration of any redemption period, unless such receivership is sooner terminated. All expenses incurred by the receiver or its agents, including obligations to repay funds borrowed by the receiver, shall constitute a part of the Obligations. Any revenues collected by the receiver shall be applied first to the expenses of the receivership, including reasonable attorneys' fees incurred by the receiver and Lender, together with interest thereon at the Default Rate from the date incurred until paid, and the balance shall be applied toward the Obligations or in such other manner as the court may direct.

10. Marshaling. Lender shall not be required to marshal any present or future collateral security (including but not limited to the IP Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, Debtor agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Lender's rights and remedies under this Agreement or under of the other Loan Documents, and, to the extent that it lawfully may, Debtor irrevocably waives the benefits of all such laws.

11. Proceeds of Dispositions; Expenses. Debtor shall pay to Lender on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Lender in protecting, preserving or enforcing Lender's rights and remedies under or in respect of any of the Obligations or any of the IP Collateral. After deducting all of the foregoing expenses, the residue of any proceeds of collection or sale or other disposition of the IP Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as Lender may determine. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the UCC, any excess shall be returned to Debtor. In the absence of final payment and satisfaction in full of all of the Obligations, Debtor shall remain liable for any deficiency.

12. Assignment. Lender may assign in whole or in part its rights under this Agreement. Upon any unconditional assignment of Lender's entire right and interest hereunder, Lender shall automatically be relieved, from and after the date of such assignment, of liability for the performance of any obligation of Lender contained herein.

13. Relation to Other Security Documents. The provisions of this Agreement supplement the provisions of any real estate mortgage or deed of trust granted by Debtor to Lender which secures the payment or performance of any of the Obligations. Nothing contained in any such real estate mortgage or deed of trust shall derogate from any of the rights or remedies of Lender hereunder.

14. Applicability of General Provisions. All of the provisions of the Article in the Loan Agreement entitled "General Provisions" apply to this Agreement, the same as if the provisions of such Article were set forth in full in this Agreement.

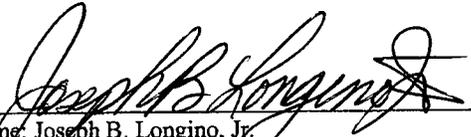
15. Choice of Law. This Agreement shall be governed by and construed in accordance with Texas law, without regard to its principles of conflicts of law, except as otherwise provided in this Agreement or the UCC.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Debtor and Lender and their respective successors and permitted assigns, including, any United States trustee, any debtor in possession or any trustee appointed from a private panel.

IN WITNESS WHEREOF, Debtor has executed this Agreement effective as of the day and year first above written.

DEBTOR:

ROCKFISH ACQUISITION COMPANY, a Delaware corporation

By 
Name: Joseph B. Longino, Jr.
Its: Vice President and Secretary

Principal Place of Business and Address for Notices:

801 E. Campbell Road, Suite 450
Richardson, Texas 75081-6701

EXHIBIT A

INTELLECTUAL PROPERTY DESCRIPTION

Internet Domain Names

rockfish.com
rockfishseafood.biz
rockfishseafood.com
rockfishseafood.info
rockfishseafood.net
rockfishseafood.org
rockfishseafoodgrill.biz
rockfishseafoodgrill.com
rockfishseafoodgrill.net

U.S. Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ROCKFISH SEAFOOD GRILL and Design	2,339,806	April 11, 2000
ROCKFISH SEAFOOD GRILL and Design	2,686,180	February 11, 2003
GREAT SEAFOOD, NOT A LOT OF CLAMS	2,756,378	August 26, 2003
FISH ON THE FLY	2,917,430	January 11, 2005
GSNALOC	2,775,746	October 21, 2003
FISH ON THE FLY	2,766,936	September 23, 2003
MAY THE FISH BE WITH YOU.	3,000,962	September 27, 2005

Texas Registration

Mark

ROCKFISH SEAFOOD GRILL

Registration No.

58,301

Registration Date

December 7, 1998

This instrument and the rights and obligations evidenced hereby and any security interests or other liens securing such obligations are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") dated as of July 28, 2008 among ROCKFISH ACQUISITION COMPANY, a Delaware corporation ("Borrower"), CAPITAL POINT PARTNERS, L.P., a Delaware limited partnership ("Subordinated Creditor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Senior Creditor") to the indebtedness (including interest) owed by the Borrower, and the security interests and liens securing such indebtedness, pursuant to that certain Loan and Security Agreement dated as of July 28, 2008 by and between Borrower and Senior Creditor as such Loan and Security Agreement has been and hereafter may be amended, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under that agreement as contemplated by the Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS AND REGISTRATIONS

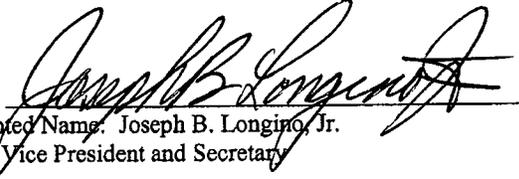
This Memorandum of Security Interest in Trademarks and Registrations is made as of July 28, 2008 and evidences and confirms the following:

1. **ROCKFISH ACQUISITION COMPANY**, a Delaware corporation ("*Grantor*"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, pursuant to the Intellectual Property Security Agreement dated as of the date hereof, creates, grants and assigns to Capital Point Partners, L.P., a Delaware limited partnership ("*Secured Party*"), effective as of the date hereof, a continuing security interest in all rights, title, and interest in the names and trademarks identified in *Schedule I* attached hereto, and the goodwill of the business symbolized by and associated with the trademarks and registrations (the "*Security Agreement*").
2. This security interest pertains to Grantor's rights everywhere throughout the world.
3. Grantor has not granted any assignment, mortgage, license or other interest effecting their rights and/or the property herein conveyed to any third party. Grantor have the full right to enter into and convey the rights described in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

GRANTOR:

ROCKFISH ACQUISITION COMPANY, a Delaware
corporation

By: 

Printed Name: Joseph B. Longino, Jr.

Its: Vice President and Secretary

SCHEDULE I

U.S. Registrations

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