

## 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
Bugaboo Creek Acquisition, LLC		09/26/2008	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	Wilmington Trust Company, as Collateral Agent
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	TRUST:

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1788988	BUGABOO CREEK STEAK HOUSE
Registration Number:	2073439	BLACK MAGIC STEAK
Registration Number:	2589034	BUGABOO CREEK LODGE & BAR
Registration Number:	2802541	BUGABOO CREEK STEAK HOUSE
Registration Number:	1818055	BUNYAN ONION
Registration Number:	1857036	THE FLAVOR OF THE CANADIAN ROCKIES
Serial Number:	78737788	CREEK CLUB

## CORRESPONDENCE DATA

Fax Number: (202)408-3141

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-408-3121 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

900117176

TRADEMARK  
REEL: 003860 FRAME: 0933

CH \$190.00 1788988

Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 739133

NAME OF SUBMITTER: Jean Paterson

Signature: /Jean Paterson/

Date: 09/29/2008

Total Attachments: 4  
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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bugaboo Creek Acquisition, LLC

- |   |  |
|---|--|
| <input type="checkbox"/> Individual(s)                        | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership                  | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation-State                    |  |
| <input checked="" type="checkbox"/> Other <u>Delaware LLC</u> |  |

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- |  |   |
|--|---|
| <input type="checkbox"/> Assignment                    | <input type="checkbox"/> Merger         |
| <input checked="" type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____                   |   |

Execution Date: 09/26/2008

2. Name and address of receiving party(ies)

Name: Wilmington Trust Company,

Internal

Address: as Collateral Agent

Street Address: 1100 North Market Street

City: Wilmington State: DE Zip: 19890

- |  |
|--|
| <input type="checkbox"/> Individual(s) citizenship _____ |
| <input type="checkbox"/> Association _____               |
| <input type="checkbox"/> General Partnership _____       |
| <input type="checkbox"/> Limited Partnership _____       |
| <input type="checkbox"/> Corporation-State _____         |
| <input type="checkbox"/> Other _____                     |

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule A

B. Trademark Registration No.(s) See Schedule A

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- |  |
|--|
| <input type="checkbox"/> Enclosed                                    |
| <input type="checkbox"/> Authorized to be charged to deposit account |

8. Deposit account number:

**DO NOT USE THIS SPACE**

9. Signature.

James P. Murphy

Name of Person Signing

James P. Murphy  
Signature

September 29, 2008

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK  
REEL: 003860 FRAME: 0935**

## GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Bugaboo Creek Acquisition, LLC (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated as of September 26, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Wilmington Trust Company, as the collateral agent for the Second Lien Secured Parties (as defined in the Security Agreement) (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Second Lien Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Second Lien Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, and grant to the Grantee for the benefit of the Second Lien Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property as such term is defined in the Security Agreement) to secure the prompt payment, performance and observance of the Second Lien Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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 Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first above written.

BUGABOO CREEK ACQUISITION, LLC

By: 

Name: Russell D'Antonio

Title: President

SIGNATURE PAGE TO GRANT OF SECURITY INTEREST (TRADEMARKS) - BUGABOO CREEK ACQUISITION

SCHEDULE A TO GRANT OF A SECURITY INTEREST

1. Registered Trademarks - None.

<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Registration Date</u>
Bugaboo Creek Steak House & Design	1,788,988	8/17/93
Black Magic Steak	2,073,439	6/24/97
Bugaboo Creek Lodge & Bar	2,589,034	7/02/02
Bugaboo Creek Steak House	2,802,541	1/06/04
Bunyan Onion	1,818,055	1/25/94
The Flavor of the Canadian Rockies	1,857,036	10/04/94
Creek Club	78/737,788	6/20/06 Published for Opposition

2. Trademark Applications

3. Trademark Licenses - None.