

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
BENNIGAN'S HOLDINGS CORP.D		10/31/2008	CORPORATION: DELAWARE
BENNIGAN'S INTERMEDIATE HOLDINGS, LLC		10/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
BENNIGAN'S IP, LLC		10/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
BENNIGAN'S PROPERTIES, LLC		10/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
BENNIGAN'S OPERATIONS, LLC		10/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
BENNIGAN'S GP, LLC		10/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
BENNIGAN'S LP, LLC		10/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
S&A GP, LLC		10/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
S&A LP, LLC		10/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
TAVERN GP, LLC		10/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
TAVERN LP, LLC		10/31/2008	LIMITED LIABILITY COMPANY: DELAWARE
BENNIGAN'S FRANCHISING COMPANY, L.P.		10/31/2008	LIMITED PARTNERSHIP: DELAWARE
STEAK AND ALE FRANCHISING COMPANY, L.P.		10/31/2008	LIMITED PARTNERSHIP: DELAWARE
TAVERN FRANCHISING COMPANY, L.P.		10/31/2008	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	ATALAYA ADMINISTRATIVE LLC, as Agent
Street Address:	590 Madison Avenue, 25th Floor
City:	New York
State/Country:	NEW YORK

CH \$915.00 78713718

Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 36

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
Serial Number:	76557945	BENNIGAN'S GRILL & TAVERN
Serial Number:	76557946	BENNIGAN'S GRILL & TAVERN
Serial Number:	75921043	BENNIGAN'S ON THE GO
Serial Number:	75921044	BENNIGAN'S TAVERN BURGERS
Serial Number:	76441743	PADDY O'PUNCH
Serial Number:	76337322	THE PLANO TAVERN
Serial Number:	73740760	YOUR ESCAPE FROM THE EVERYDAY
Serial Number:	76231715	EAT.DRINK...ENOUGH SAID
Serial Number:	75112470	SIGNATURE HERB ROASTED PRIME RIB
Serial Number:	72282220	STEAK AND ALE
Serial Number:	73426917	BENNIGAN'S
Serial Number:	73091872	BENNIGAN'S
Registration Number:	1423404	BENNIGAN'S
Serial Number:	73376684	BENNIGAN'S TAVERN
Registration Number:	2001523	BENNIGAN'S HEALTH CLUB
Serial Number:	74690826	IRISH AMERICAN BENNIGAN'S GRILL & TAVERN
Serial Number:	74650624	BLARNEY BLAST
Serial Number:	73533569	DEATH BY CHOCOLATE
Serial Number:	76441744	DEATH BY CHOCOLATE MARTINI

Serial Number:	75084126	EMERALD ISLE MARGARITA
Serial Number:	74535614	TIME CRUNCH LUNCH
Registration Number:	1950408	EARLY EVENINGS
Serial Number:	72404278	KENSINGTON
Serial Number:	75112469	STEAK AND ALE
Serial Number:	72282222	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, Suite 2400
Address Line 2: Paul Hastings Janofsky & Walker LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	12/02/2008

Total Attachments: 17
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of October 31, 2008, is made by Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), in favor of **ATALAYA ADMINISTRATIVE LLC**, a New York limited liability company ("Atalaya Administrative"), as the collateral agent for the below-referenced Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), with reference to the following:

WHEREAS, Bennigan's Holdings Corp., a Delaware corporation ("Holdings"), Bennigan's Intermediate Holdings, LLC, a Delaware limited liability company ("Intermediate"), Bennigan's IP, LLC, a Delaware limited liability company ("Bennigan's IP"), Bennigan's Properties, LLC, a Delaware limited liability company ("Bennigan's Properties"), Bennigan's Operations, LLC, a Delaware limited liability company ("Bennigan's Operations"), Bennigan's GP, LLC, a Delaware limited liability company ("Bennigan's GP"), Bennigan's LP, LLC, a Delaware limited liability company ("Bennigan's LP"), S&A GP, LLC, a Delaware limited liability company ("S&A GP"), S&A LP, LLC, a Delaware limited liability company ("S&A LP"), Tavern GP, LLC, a Delaware limited liability company ("Tavern GP"), Tavern LP, LLC, a Delaware limited liability company ("Tavern LP"), Bennigan's Franchising Company, L.P., a Delaware limited partnership ("Bennigan's Franchising"), Steak and Ale Franchising Company, L.P., a Delaware limited partnership ("S&A Franchising"), and Tavern Franchising Company, L.P., a Delaware limited partnership ("Tavern Franchising", and together with Holdings, Intermediate, Bennigan's IP, Bennigan's Properties, Bennigan's Operations, Bennigan's GP, Bennigan's LP, S&A GP, S&A LP, Tavern GP, Tavern LP, Bennigan's Franchising and S&A Franchising, individually and collectively, jointly and severally, "Borrower"), the lenders from time to time party thereto ("Lenders"), Agent and Atalaya Administrative, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent"), are, contemporaneously herewith, entering into that certain Second Amended and Restated Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lender Group (as defined hereinafter) has agreed to make certain financial accommodations to Borrower, and pursuant to which Borrower has granted to Agent for the benefit of the Lender Group security interests in (among other things) all general intangibles of Borrower;

WHEREAS, pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of the Lender Group under the Loan Agreement, Grantors have agreed to execute and deliver this Agreement to Agent for filing with the PTO (as hereinafter defined) and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the patents and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantors hereby agree in favor of Agent, for the benefit of the Lender Group, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement. As used in this Agreement, the following terms shall have the following meanings:

“Agreement” has the meaning set forth in the preamble hereto.

“Event of Default” means any Event of Default under the Loan Agreement.

“Grantor” and “Grantors” have the respective meanings set forth in the preamble hereto.

“Lender Group” means, individually and collectively, each of Lenders, Administrative Agent and Agent.

“Lenders” has the meaning ascribed to such term in the recitals hereto.

“Loan Agreement” has the meaning set forth in the recitals hereto.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of any Grantor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Grantor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to the any Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” means, with respect to each Grantor, all liabilities, obligations, or undertakings owing by such Grantor to the Lender Group of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, indemnities, fees (including attorneys fees), and expenses (including interest, costs, indemnities, fees, and expenses that, but for the provisions of the Bankruptcy Code, would have accrued irrespective of whether a claim therefor is allowed) and any and all other amounts which such Grantor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Security Agreement” has the meaning set forth in the recitals hereto.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Terms Defined in the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

(d) Interpretation. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term “including” is not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references are to this Agreement unless otherwise specified. All of the exhibits or schedules attached to this Agreement shall be deemed incorporated herein by reference. Any reference in this Agreement or in any of the other Loan Documents to this Agreement or any of the other Loan Documents shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth therein). In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Grantors and supplemental rights and remedies in favor of Agent, in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement. Any reference herein to the payment in full of the Secured Obligations shall mean the payment in full in cash of all Secured Obligations and the termination of the Term Loan Commitment of Lenders under the Loan Agreement. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein. The captions and headings are for convenience of reference only and shall not affect the construction of this Agreement. References to statutes or regulations are to be construed as including all statutory

and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, each Grantor hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Lender Group, a continuing security interest in all of such Grantor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Grantor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in such Grantor's name or in the name of Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of such Grantor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Grantor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without

limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Grantors may grant licenses of the Trademark Collateral in accordance with the terms of the Loan Agreement or otherwise as agreed to by Agent in writing.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Each Grantor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent, in the exercise of its Permitted Discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority or enforceability of, or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and to accomplish the purposes of this Agreement. If any Grantor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of such Grantor, or in the name of the Lender Group or otherwise, without notice to or assent by such Grantor, and such Grantor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as such Grantor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Grantor on all or any of such documents or instruments and perform all other acts that Agent in the exercise of its Permitted Discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Grantor, which Agent, in its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and the Lender Group's obligation to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Each Grantor represents and warrants, to the Lender Group, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of Grantors' existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) by Grantors.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Grantor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Each Grantor owns or has rights in and good and defensible title to the Trademark Collateral in respect of the Trademarks that it owns, (ii) each Grantor are the sole and exclusive owner of such Trademark Collateral, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses, registered user agreements and covenants by such Grantor not to sue third persons, and (iii) with respect to any Trademarks for which a Grantor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, such Grantor is not in material default of any of its obligations thereunder, and (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by such Grantor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by such Grantor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To each Grantor's knowledge, the past, present and contemplated future use of the Trademark Collateral by such Grantor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To each Grantor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) neither the past, present, and contemplated future use of the Trademark Collateral by Grantors has not, does not and will not infringe upon or violate any right, privilege, or license agreement of or with any other Person or give such Person the right to terminate any such license agreement.

(e) Powers. Each Grantor has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Lender Group, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, each Grantor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and (ii) upon learning of an event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which a Grantor is a licensee, it will promptly give Agent written notice of such event.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when any Grantor shall obtain rights to any new

Trademarks, or any reissue, renewal with respect to registered Trademarks or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and such Grantor shall give to Agent prompt notice thereof. Each Grantor shall do all things reasonably deemed necessary by Agent in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Agent in any such future acquired Trademark Collateral. Each Grantor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Grantor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agent. Notwithstanding any provision contained in this Agreement, neither Agent nor any other member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Grantor or any other Person for any failure to do so or delay in doing so. Neither Agent nor any member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral other than the exercise of commercially reasonable behavior in accordance with applicable law.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement and the other Loan Documents, and under applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Each Grantor hereby agrees that such rights and remedies include the right of Agent, on behalf of the Lender Group, as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Each Grantor hereby agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Grantors in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Grantors (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion, deems necessary, in the name of any Grantor or Agent, to enforce or protect any of the Trademark Collateral, in which event each Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all documents reasonably required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, each Grantor, in the exercise of its reasonable business judgment, agrees to (a) use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and (b) diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each Grantor and Agent, for the benefit of the Lender Group, and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or by other method of electronic transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or by other method of electronic transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Loan Agreement. Each Grantor acknowledges that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Each Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each Grantor agrees that

all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the payment and performance in full of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Grantors, at Grantors' expense, as Grantors shall reasonably request to evidence termination of the security interest granted by Grantors to Agent for the benefit of the Lender Group hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

[Signature pages follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

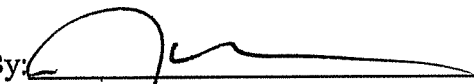
BENNIGAN'S HOLDINGS CORP.,
a Delaware corporation

By: 
Name: Joel Holsinger
Title: Vice President

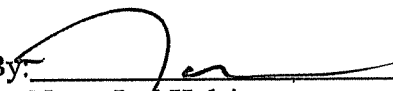
BENNIGAN'S INTERMEDIATE HOLDINGS, LLC,
a Delaware limited liability company

By: 
Name: Joel Holsinger
Title: Vice President

BENNIGAN'S IP, LLC,
a Delaware limited liability company

By: 
Name: Joel Holsinger
Title: Vice President


BENNIGAN'S PROPERTIES, LLC,
a Delaware limited liability company

By: 
Name: Joel Holsinger
Title: Vice President


BENNIGAN'S OPERATIONS, LLC,
a Delaware limited liability company

By: 
Name: Joel Holsinger
Title: Vice President


BENNIGAN'S GP, LLC,
a Delaware limited liability company

By: 
Name: Joel Holsinger
Title: Vice President


BENNIGAN'S LP, LLC,
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Title: Vice President

S&A GP, LLC,
a Delaware limited liability company

By: 
Name: Joel Holsinger
Title: Vice President


S&A LP, LLC,
a Delaware limited liability company

By: 
Name: Joel Holsinger
Title: Vice President

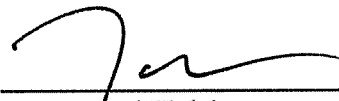
TAVERN GP, LLC,
a Delaware limited liability company

By: 
Name: Joel Holsinger
Title: Vice President

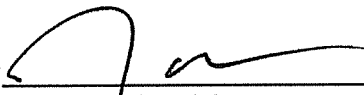
TAVERN LP, LLC,
a Delaware limited liability company

By: 
Name: Joel Holsinger
Title: Vice President

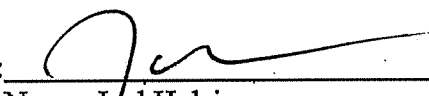
**BENNIGAN'S FRANCHISING COMPANY,
L.P.,** a Delaware limited partnership

By: 
Name: Joel Holsinger
Title: Vice President


**STEAK AND ALE FRANCHISING
COMPANY, L.P.,** a Delaware limited
partnership

By: 
Name: Joel Holsinger
Title: Vice President

TAVERN FRANCHISING COMPANY, L.P.,
a Delaware limited partnership

By: 
Name: Joel Holsinger
Title: Vice President

ATALAYA ADMINISTRATIVE LLC,
a New York limited liability company, as Agent

By: 
Name: Joel Holsinger
Title: Authorized Signatory

SCHEDULE A

Trademarks of Grantors

A. United States Registrations

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)	76557945	2914348
BENNIGAN'S GRILL & TAVERN (design)	76557946	2899199
BENNIGAN'S ON THE GO	75921043	2425219
BENNIGAN'S TAVERN BURGER	75921044	2444258
PADDY O'PUNCH	76441743	2719312
THE PLANO TAVERN (DE)	76337322	2618066
YOUR ESCAPE FROM THE EVERYDAY	73740760	1529079
EAT, DRINK, ENOUGH SAID	76231715	2520003
SIGNATURE HERB ROASTED PRIME RIB	75112470	2083567
STEAK AND ALE (DE)	72282220	862523
BENNIGAN'S (DE)	73426917	1318668
BENNIGAN'S (BLOCK)	73091872	1088917
BENNIGAN'S with flip		1423404
BENNIGAN'S TAVERN with Flip and Mug	73376684	1245655
BENNIGAN'S HEALTH CLUB		2001523
BENNIGAN'S IRISH AMERICAN GRILL & TAVERN (DE)	74690826	1979644
BLARNEY BLAST	74650624	1957817
DEATH BY CHOCOLATE	73533569	1394245
DEATH BY CHOCOLATE MARTINI	76441744	2746714
EMERALD ISLE MARGARITA	75084126	2049016
TIME CRUNCH LUNCH	74535614	1920425
EARLY EVENINGS		1950408
KENSINGTON	72404278	956188
STEAK AND ALE (BLOCK)	75112469	2065016
STEAK AND ALE & STEER DESIGN	72282222	861153

B. International Registrations

DESCRIPTION	COUNTRY	REGISTRATION NO.
BENNIGAN'S	Aruba	21887
BENNIGAN'S (DE)	Bahamas	25785
BENNIGAN'S (DE)	Bahrain	2478
BENNIGAN'S (DE)	Belize	61/Tm/2001
BENNIGAN'S (DE)	Brazil	818632100
BENNIGAN'S (DE)	Canada	261687
BENNIGAN'S (DE)	Canada	532858
BENNIGAN'S (DE)	Chile	532185
BENNIGAN'S (DE)	China	971733
BENNIGAN'S	China	3641566
BENNIGAN'S (DE)	Costa Rica	104385
BENNIGAN'S	Cyprus	62996
BENNIGAN'S (DE)	Dominican Republic	128522
BENNIGAN'S	Ecuador	4510-01
BENNIGAN'S (DE)	Egypt	88785
BENNIGAN'S (DE)	El Salvador	9
BENNIGAN'S	European Union	197384
BENNIGAN'S GRILL & TAVERN (DE)	European Union	4259776
BENNIGAN'S	Great Britain	1335504
BENNIGAN'S TAVERN (DE)	Great Britain	1335915
BENNIGAN'S	Guatemala	153803
BENNIGAN'S TAVERN (DE)	Honduras	6087
BENNIGAN'S	Hong Kong	16160
BENNIGAN'S	Hong Kong	6115
BENNIGAN'S	India	1310510
BENNIGAN'S (DE)	Indonesia	372193
BENNIGAN'S (DE)	Indonesia	IDM000024462
BENNIGAN'S	Ireland	201916
BENNIGAN'S (DE)	Israel	98210
BENNIGAN'S (DE)	Italy	714307
BENNIGAN'S (DE)	Japan	4056871
BENNIGAN'S	Jordan	67974
BENNIGAN'S (in Arabic)	Jordan	83964
BENNIGAN'S (DE)	Korea	29161
BENNIGAN'S (KOREAN CHARACTERS)	Korea	26397
BENNIGAN'S	Korea	129998
BENNIGAN'S (DE)	Kuwait	29030
BENNIGAN'S (DE)	Lebanon	66519
BENNIGAN'S (DE)	Malaysia	97020346
BENNIGAN'S	Mexico	436848
BENNIGAN'S	Mexico	369209
BENNIGAN'S (DE)	Mexico	364807
BENNIGAN'S (DE)	New Zealand	231346

BENNIGAN'S	New Zealand	625483
BENNIGAN'S (DE)	Norway	188972
BENNIGAN'S	Oman	20512
BENNIGAN'S (DE)	Panama	89168
BENNIGAN'S	Paraguay	231417
BENNIGAN'S (DE)	Peru	3470
BENNIGAN'S	Puerto Rico	65799
BENNIGAN'S (DE)	Qatar	17261
BENNIGAN'S	Russia	288054
BENNIGAN'S (DE)	Saudi Arabia	496/60
BENNIGAN'S (DE)	Singapore	T95/04083B
BENNIGAN'S (DE)	Singapore	T05/06742F
BENNIGAN'S	Spain	1974402
BENNIGAN'S (DE)	Switzerland	450155
BENNIGAN'S (DE)	Taiwan	118183
BENNIGAN'S	Taiwan	1093553
BENNIGAN'S (DE)	Thailand	SM4634
BENNIGAN'S	Trinidad & Tobago	33822
BENNIGAN'S	Turkey	200122462
BENNIGAN'S (DE)	United Arab Em.	20680
BENNIGAN'S	United Kingdom	2032166
BENNIGAN'S IRISH AMERICAN	United Kingdom	2110046
BENNIGAN'S AMERICAN TAVERN	United Kingdom	2110047
HOME OF 100 BEERS & 1000 WELCOMES	United Kingdom	2110055
TAP TIME	United Kingdom	2110049
BENNIGAN'S HEALTH CLUB	United Kingdom	2110062
EMERALD ISLE MARGARITA	United Kingdom	2110060
IRISH COUNTRY BRUNCH	United Kingdom	2110058
BLARNEY BLAST	United Kingdom	2110050
BENNIGAN'S LUCKY CLOVER GIVEAWAY	United Kingdom	2110052
TIME CRUNCH LUNCH	United Kingdom	2110051
COPPER CLOVER INT'L BEER QUEST	United Kingdom	2109688
NO BLARNEY GUARANTEE	United Kingdom	2110048
COPPER CLOVER	United Kingdom	2109685
BENNIGAN'S	Uruguay	297307
DEATH BY CHOCOLATE	WIPO	946937
STEAK AND ALE	Argentina	1,698,662
STEAK AND ALE & STEER	Australia	247608
STEAK & ALE (Bull Design)	Australia	1103539
STEAK AND ALE	Bahamas	6720
STEAK AND ALE	Bahrain	2477
SKILLET O'BEEF	Canada	265611
KENSINGTON	Canada	284760

STEAK AND ALE (DE)	Canada	281027
STEAK AND ALE & Steer	Canada	218072
STEAK AND ALE	Ecuador	4509-01
STEAK AND ALE (DE)	El Salvador	163
STEAK AND ALE (DE)	European Union	1411115
STEAK AND ALE	European Union	197418
STEAK AND ALE (DE)	Germany	1003416
STEAK AND ALE	Guatemala	96088
STEAK & ALE (DE)	Great Britain	B975464
STEAK AND ALE (DE)	Grenada	177
STEAK AND ALE	Honduras	6088
STEAK AND ALE	Indonesia	430787
STEAK AND ALE (DE)	Israel	33568
STEAK AND ALE & STEER	Japan	3296091
STEAK AND ALE (DE)	Jamaica	14827
STEAK AND ALE (DE w/ bull)	Jamaica	48462
STEAK AND ALE (FLEUR)	Korea	47477
STEAK AND ALE	Kuwait	45491
STEAK AND ALE (DE)	Lebanon	80444
STEAK AND ALE (DE)	Mexico	460897
STEAK AND ALE (DE)	New Zealand	B96816
STEAK AND ALE (DE)	New Zealand	745644
STEAK AND ALE	Panama	89169
STEAK AND ALE	Peru	13346
STEAK AND ALE (DE)	Puerto Rico	65994
STEAK AND ALE	Venezuela	S-012217