

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
Santa Fe Cattle Company, Inc.		12/31/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vicis Capital Master Fund		
Street Address:	445 Park Avenue		
Internal Address:	16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	TRUST: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2990900	SANTA FE CATTLE CO. STEAKS.RIBS.FAJITAS	
CORRESPONDENCE DATA			
Fax Number:	(813)223-9620		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	813-224-9255		
Email:	ajenkins@bushross.com, egross@bushross.com		
Correspondent Name:	Andrew T. Jenkins, Esq.		
Address Line 1:	1801 N. Highland Avenue		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	009994.00014		
NAME OF SUBMITTER:	Andrew T. Jenkins		
Signature:	/Andrew T. Jenkins/		
Date:	01/07/2009		

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Total Attachments: 3

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Assignment For Security

Trademarks

WHEREAS, SANTA FE CATTLE COMPANY, INC., 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 1A, 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 Security Agreement, dated as of December 31, 2008 (as amended, restated or otherwise modified from time to time the “**Security Agreement**”), in favor of Vicis Capital Master Fund, a trust formed under the laws of the Cayman Islands, as collateral agent for certain Buyers (as defined in the Security Agreement) (the “**Assignee**”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Buyers a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will 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 “**Obligations**” (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Buyers a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Buyers observance of the Obligations.

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 December 31, 2008

[Signature page follows]

SANTA FE CATTLE COMPANY, INC.

By: _____

Name: Danny York
Title: Chief Executive Officer

STATE OF *Tennessee*

ss.:

COUNTY OF _____

On this 23rd day December, 2008, before me personally came Danny York, to me known, who being duly sworn, did depose and say: That he resides in Williamson; that he is the Chief Executive Officer of SANTA FE CATTLE COMPANY, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

(SEAL)

My Commission Expires:
October 31, 2011

Kelene D. Vaughan
Notary Public
STATE OF TENNESSEE
NOTARY PUBLIC
ROBERTSON COUNTY

588037.01

SCHEDULE 1A
(to Assignment for Security – Trademark)

<u>Trademark</u>	<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Registration Date</u>
Santa Fe Cattle Co. Steaks.Ribs.Fajitas	2990900 (Reg #)	USA	07/19/2002	09/06/2005