

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pecus ARG Holding, Inc.		03/31/2009	CORPORATION: DELAWARE
ARG Enterprises, Inc.		03/31/2009	CORPORATION: CALIFORNIA
ARG Property Management Corporation		03/31/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Taurian BA, LLC
Street Address:	4410 El Camino Real
Internal Address:	Suite 201
City:	Los Altos
State/Country:	CALIFORNIA
Postal Code:	94022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1063552	STUART ANDERSON'S CATTLE COMPANY
Registration Number:	1152752	STUART ANDERSON'S BLACK ANGUS
Registration Number:	1173706	STUART ANDERSON'S BLACK ANGUS/CATTLE COMPANY RESTAURANTS
Registration Number:	1255615	STUART ANDERSON'S
Registration Number:	1464994	
Registration Number:	2161727	SA
Registration Number:	3182332	BA
Registration Number:	3185340	I LIKE IT LIKE THAT!
Registration Number:	1562773	VELVET TURTLE EST. 1964

CORRESPONDENCE DATA

900132762

**TRADEMARK
 REEL: 003977 FRAME: 0912**

OP \$240.00 1063552

Fax Number: (202)956-7069
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2029567685
Email: carrierr@sullcrom.com
Correspondent Name: Rita M. Carrier
Address Line 1: 1701 Pennsylvania Avenue, N.W.
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	Rita M. Carrier
Signature:	/Rita M. Carrier/
Date:	04/28/2009

Total Attachments: 8
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AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated as of March 31, 2009 (the "Effective Date"), is made by and between PECUS ARG HOLDING, INC., a Delaware corporation located at 4410 El Camino Real, Suite 201, Los Altos, California 94022, ARG ENTERPRISES, INC., a California corporation located at 4410 El Camino Real, Suite 201, Los Altos, California 94022, and ARG PROPERTY MANAGEMENT CORPORATION, a California corporation located at 4410 El Camino Real, Suite 201, Los Altos, California 94022 (collectively, the "Assignors"), and TAURIAN BA, LLC, a Delaware limited liability company located at 4410 El Camino Real, Suite 201, Los Altos, California 94022 (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of January 15, 2009, by and between Pecus ARG Main, LLC and Pecus ARG Parallel, LLC ("Purchasers") and Assignors (the "Asset Purchase Agreement"), Assignors agreed to sell, transfer, assign, convey and deliver to Purchasers certain assets, including certain intellectual property (the "Acquired Assets");

WHEREAS, according to that certain Notice of Assignment, dated March 31, 2009, from Purchasers to Assignors, Purchasers, pursuant to Section 12.3(a) of the Asset Purchase Agreement, assigned their rights to receive the Acquired Assets to Taurian BA Holding, LLC ("Taurian Holding"), and Taurian Holding in turn transferred its rights to receive the Acquired Assets to Assignee;

WHEREAS, Assignee, as the successor-in-interest to Purchasers' rights to receive the Acquired Assets, and Assignors entered into that certain Intellectual Property Assignment, dated March 31, 2009 (the "Intellectual Property Assignment"), under which Assignors sold, assigned and transferred to Assignee and Assignee accepted the sale, assignment and transfer of certain intellectual property from Assignors;

WHEREAS, the parties desire to amend and restate the Intellectual Property Assignment as provided herein;

NOW, THEREFORE, in consideration of the premises and covenants set forth and described herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. When used in this Assignment, the following terms have the meanings set forth below.

(a) "Intellectual Property" means all intellectual property including, without limitation: (i) trademarks, service marks, brand names, d/b/a's, Internet domain names, logos, symbols, trade dress, fictitious names, trade names, and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby; (ii) technology, inventions and discoveries, whether patentable or not, and all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part, reexaminations, renewals, substitutions, extensions and reissues;

(iii) confidential information, trade secrets and know-how (including, without limitation, processes, schematics, business methods, formulae, drawings, prototypes, models, designs, compositions, research and development information, and financial information); (iv) published and unpublished works of authorship in any media, whether copyrightable or not (including, without limitation, databases and other compilations of information, computer software, advertising, artwork, marketing and promotional materials, graphics, photographs, drawings, articles and textual works), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; and (v) all other intellectual property or proprietary rights existing anywhere in the world.

(b) “ARG IP” means all Intellectual Property owned or registered by Assignors as of the Effective Date including, without limitation, the trademark registrations and applications set forth on Schedule I attached hereto, to the extent such registrations and applications are subsisting, and the trade names set forth on Schedule II attached hereto.

2. Assignment.

(a) Assignors hereby irrevocably sell, transfer, assign, convey and deliver to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignors’ right, title and interest in and to the ARG IP including, without limitation, (i) all income, royalties or payments now or hereafter due or payable with respect thereto; and (ii) all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement, misappropriation or other violation of the ARG IP, together with the right at law or in equity to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date (collectively, the “Assigned Rights”), and Assignee does hereby accept the sale, transfer, assignment, conveyance and delivery of the Assigned Rights from Assignors.

(b) Assignee, its successors and assigns shall hold the rights to the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made and wholly performed therein.

4. Counterparts; Signatures. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Any signature delivered by facsimile or electronic mail shall have the same effect as an original signature page for all purposes.

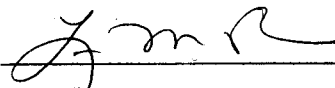
5. Further Assurances. Assignors agree to execute such further documentation and perform such further actions, at the reasonable request of Assignee, as may be necessary or desirable (i) for the applicable registrar or other authority to record this Assignment or to protect, secure, confirm, perfect and vest good, valid and marketable title to the Assigned Rights in

Assignee anywhere in the world as applicable; (ii) for the preparation and prosecution of any application or renewal for the Assigned Rights; and (iii) to prosecute or defend any opposition, cancellation, interference, infringement or other proceedings that may arise in connection with any of the Assigned Rights.

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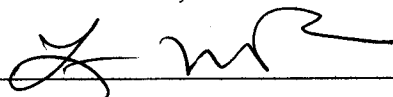
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

PECUS ARG HOLDING, INC.

By  _____

Name: Lisa M. Poulin
Title: Chief Restructuring Officer

ARG ENTERPRISES, INC.

By  _____

Name: Lisa M. Poulin
Title: Chief Restructuring Officer

ARG PROPERTY MANAGEMENT
CORPORATION

By  _____

Name: Lisa M. Poulin
Title: Chief Restructuring Officer

TAURIAN BA, LLC

By _____

Name: Raymond C. French
Title: Manager

[Amended and Restated Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representative as of the Effective Date.

PECUS ARG HOLDING, INC.

By _____

Name: Lisa M. Poulin
Title: Chief Restructuring Officer

ARG ENTERPRISES, INC.

By _____

Name: Lisa M. Poulin
Title: Chief Restructuring Officer

ARG PROPERTY MANAGEMENT
CORPORATION

By _____

Name: Lisa M. Poulin
Title: Chief Restructuring Officer

TAURIAN BA, LLC

By  _____

Name: Raymond C. French
Title: Manager

[Amended and Restated Intellectual Property Assignment]

Schedule I

Trademarks

The following trademarks are all owned by ARG Enterprises, Inc.:

Mark	Jurisdiction	Reg/App Number
STUART ANDERSON'S BLACK ANGUS & design	China	4178964
BLACK ANGUS STEAKHOUSE	China	5429471
ANGUS	Korea	41-0035418
STUART ANDERSON'S BLACK ANGUS & design	Korea	41-0130311
BLACK ANGUS STEAKHOUSE	Malaysia	06010102
STUART ANDERSON'S BLACK ANGUS & design	Philippines	4-1997-126673
BLACK ANGUS STEAKHOUSE	Singapore	T06/11350B
STUART ANDERSON'S BLACK ANGUS and design	Singapore	T97/12536C
STUART ANDERSON'S CATTLE COMPANY	United States	1,063,552
STUART ANDERSON'S BLACK ANGUS	United States	1,152,752
STUART ANDERSON'S BLACK ANGUS/CATTLE COMPANY RESTUARANTS	United States	1,173,706
STUART ANDERSON'S	United States	1,255,615
Crouching Cowboy design	United States	1,464,994
Square Cow design	United States	2,161,727
BA	United States	3,182,332
I LIKE IT LIKE THAT!	United States	3,185,340
VELVET TURTLE	United States	1,562,773

Schedule II

Trade Names

Only one legal entity, ARG Enterprises, Inc., utilizes trade names.

Primary trade names:

Black Angus Steakhouse
Cattle Company Steakhouse
Stuart Anderson's Restaurants
Stuart Anderson's Black Angus
Stuart Anderson's Cattle Company

Maryland
STATE OF CALIFORNIA)
COUNTY OF *Montgomery*

On this 7 day of April 2009, before me Jacqueline Ferguson, personally appeared Lisa M Paulin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public

(Affix Seal Below)

