

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**04/22/2009
 900132395**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Foothill, Inc.		03/14/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	Chatham Investment Fund III, LLC <i>Citizenship: Delaware</i>
Street Address:	400 Galleria Parkway
Internal Address:	Suite 1950
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1093001	FURR'S CAFETERIAS
Registration Number:	1129705	FURR'S CAFETERIAS
Registration Number:	1608630	CARRYOUT KITCHEN
Registration Number:	1629549	FURRS PIE KITCHEN
Registration Number:	1870079	FURR'S
Registration Number:	1878073	FURR'S FAMILY DINING
Registration Number:	1987794	DYNAMIC FOODS
Registration Number:	1423406	FOOD(S) UNLIMITED FU
Registration Number:	3208318	FURR'S FAMILY BUFFET
Registration Number:	3208315	FURR'S FAMILY BUFFET
Registration Number:	3208316	FURR'S FRESH BUFFET
Registration Number:	3208317	FURR'S FRESH BUFFET
Serial Number:	78667322	W.T. CANYON'S

OP \$355.00 1093001

O:KENNETH C. BRULEY COMPANY:1320 MAIN STREET, 17TH FLOOR

Registration Number: 1297173 F

CORRESPONDENCE DATA

Fax Number: (803)255-9831
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (404) 322-6132
Email: ip@nelsonmullins.com
Correspondent Name: Kenneth C. Bruley
Address Line 1: 1320 Main Street, 17th Floor
Address Line 2: Nelson Mullins Riley & Scarborough, LLP
Address Line 4: Columbia, SOUTH CAROLINA 29201

Table with 2 columns: Field Name and Value. Rows include ATTORNEY DOCKET NUMBER (33750/09000), NAME OF SUBMITTER (Kenneth C. Bruley), Signature (/Kenneth C. Bruley/), and Date (04/22/2009).

Total Attachments: 23
source=TrademarkSecurityAssignment#page1.tif
source=TrademarkSecurityAssignment#page2.tif
...
source=TrademarkSecurityAssignment#page23.tif

O:KENNETH C. BRULEY COMPANY:1320 MAIN STREET, 17TH FLOOR

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Buffet Partners, L.P., a limited partnership formed under the laws of Texas and located at 3001 E. President George Bush Highway, Suite 200, Richardson, Texas 75082 ("Borrower"), owns the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower granted a security interest in the Marks, together with the goodwill of the business symbolized by the Marks and the registrations and applications therefor, to Wells Fargo Foothill, Inc., a California corporation ("Assignor"), and the Lenders (defined below) pursuant to (i) that certain Amended and Restated Loan and Security Agreement, dated as of July 5, 2006, by and among Borrower, the lenders from time to time a party thereto (the "Lenders"), and Assignor as arranger and administrative agent, (ii) that certain Trademark Collateral Security Agreement, dated as of July 5, 2006, made by Borrower in favor of Assignor, for the benefit of Assignor and the Lenders, and (iii) that certain Trademark Assignment of Security, dated as of July 5, 2006, made by Borrower in favor of Assignor (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, Assignor has sold, transferred and assigned Assignor's rights, title and interests under the Agreements and the Marks to Chatham Credit Management III, LLC, not individually, but as agent for Chatham Investment Fund III, LLC and Chatham Investment Fund QP III, LLC ("Assignee") pursuant to the terms and conditions in that certain Assignment and Acceptance Agreement, dated as of February 27, 2009, by and between Assignor and Assignee (the "Assignment and Acceptance"); and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee without recourse, representation or warranty, except as set forth in the Assignment and Acceptance, for its benefit, the security interest in the Marks created under the Agreements and Assignor's rights, title and interests in and to the Marks in any and all forms in which they have been used (including any common law rights therein), together with the goodwill of the business symbolized by the Marks and registrations and applications therefor, which assignment and security interest shall continue to secure all the Obligations (as defined in the Agreements) and in accordance with the terms and provisions thereof. This assignment expressly includes all of Assignor's right to sue for and collect damages for acts occurring prior to the effective date of this assignment and thereafter. Assignor hereby covenants to and agrees with Assignee to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered to Assignee, its successors and assigns, all such further acts, assignments, transfers, conveyances, and assurances that may be reasonably requested by Assignee for the assignment, transfer and conveyance of the Marks.

[Remainder of this page intentionally left blank]

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

IN WITNESS WHEREOF, this Trademark Assignment of Security has been executed by Assignor and Assignee as of the date shown below.

Dated: March 14, 2009

WITNESS:

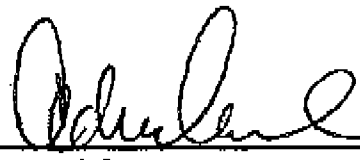
CHATHAM INVESTMENT FUND III,
LLC, as Assignee

By: _____
Name: _____
Title: _____

WITNESS:

WELLS FARGO FOOTHILL, INC., as
Assignor

 _____

By: 
Name: Adrian Aralos
Title: Vice President

Signature page to Trademark Assignment of Security

-Doc# 934006.1 - 32750/09000-

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

IN WITNESS WHEREOF, this Trademark Assignment of Security has been executed by Assignor and Assignee as of the date shown below.

Dated: March __, 2009

WITNESS: CHATHAM INVESTMENT FUND III, LLC, as Assignee

Dale Holmes

By: [Signature]
Name: [Signature]
Title: [Signature]

WITNESS: WELLS FARGO FOOTHILL, INC., as Assignor

By: _____
Name: _____
Title: _____

Signature page to Trademark Assignment of Security

-Doc# 934006.1 -3375009000-

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

STATE OF TEXAS §
: ss.:
COUNTY OF DALLAS §

On this ___th day of _____, 2009, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of Chatham Investment Fund III, LLC, the limited liability company described in and which executed the foregoing instrument.

Notary Public

STATE OF TEXAS §
: ss.:
COUNTY OF DALLAS §

On this ___th day of _____, 2009, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of Wells Fargo Foothill, Inc., the corporation described in and which executed the foregoing instrument.

Notary Public

Notary page to Trademark Assignment of Security

-Doc# 934006.1 - 33750/09000-

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On March 18, 2009 before me, D'Nira S. Walden, Notary Public
(Insert name and title of the officer)

personally appeared Adrian Avalos
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.

Signature 

(Seal)



O:KENNETH C. BRULEY COMPANY:1320 MAIN STREET, 17TH FLOOR

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated March 14, 2009, by and between WELLS FARGO FOOTHILL, INC. and CHATHAM INVESTMENT FUND III, LLC

TRADEMARKSU. S. Registrations

<u>Item</u>	<u>Reg./App #</u>	<u>Mark</u>
1	1093001	Furr's Cafeteria (and Design)
2	1129705	Furr's Cafeteria (and Design)
3	1608630	Carryout Kitchen (and Design)
4	1629549	Furr's Pie Kitchen
5	1870079	Furr's
6	1878073	Furr's Family Dining
7	1987794	Dynamic Foods
8	19166	Furr's Cafeteria
9	19165	Furr's
10	1423406	Food(s) Unlimited (and Design)
11	3208318	Furr's Family Buffet
12	3208315	Furr's Family Buffet (Logo)
13	3208316	Furr's Fresh Buffet
14	3208317	Furr's Fresh Buffet (Logo)
15	No registration number yet Serial No. 78/667,332	W.T. Canyon's
16	1297173	F (and Design)

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

**SECOND AMENDED AND RESTATED TRADEMARK
COLLATERAL SECURITY AGREEMENT**

This AGREEMENT is made on the 3rd day of April, 2009, by and between Buffet Partners, L.P., a Texas limited partnership, having a mailing address at 2701 E. Plano Parkway, Suite 200, Plano, Texas 75074, ("Borrower"), and Chatham Credit Management III, LLC (together with its successors and assigns, "Agent"), a Delaware limited liability company having a mailing address at 400 Galleria Parkway, Suite 1950, Atlanta, Georgia 30339.

BACKGROUND

Borrower and Agent have entered into a Second Amended and Restated Loan and Security Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the "Loan Agreement") by and among certain lenders from time to time parties thereto (the "Lenders"), Agent, as administrative agent, and Borrower, providing for financial accommodations by Agent and the Lenders to Borrower. In order to induce Agent and the Lenders to execute and deliver the Loan Agreement, Borrower has agreed to execute and deliver to Agent, for the benefit of Agent and the Lenders, this Second Amended and Restated Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, this "Agreement").

NOW, THEREFORE, in consideration of the premises, Borrower and Agent hereby agree as follows:

I. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Loan Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Georgia.

"Collateral" shall have the meaning assigned to it in Section 2 of this Agreement.

"Licenses" shall mean any trademark license agreements, now existing or hereinafter entered into, of Borrower pursuant to which Borrower licenses other Persons to use one or more of the Trademarks, as any of the same may from time to time be amended, modified or supplemented.

"Proceeds" shall have the meaning assigned to it under Section 9102 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

"Trademarks" shall mean the registered trademarks and pending applications shown in the attached Schedule I (the "Scheduled Trademarks"), and those trademarks which are hereafter adopted or acquired by Borrower, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Borrower.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, and all modifications, extensions, replacements, restatements, and substitutions thereof, Borrower hereby grants and conveys to Agent, for the benefit of Agent and the Lenders, a security interest in and to (a) the entire right, title and interest of Borrower in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule I hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto, (b) the goodwill of the business to which each of the Trademarks relates, and (c) all of Borrower's right, title and interest in, to and under the following:

- (i) all Licenses;
- (ii) all Accounts, commercial tort claims and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Borrower to terminate any such License or to perform and to exercise all remedies thereunder); and
- (iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the "Collateral."

3. Representations and Warranties. Borrower warrants that as of the date hereof:

- (a) The Scheduled Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;
- (b) To the best of Borrower's knowledge, each of the Scheduled Trademarks is valid and enforceable;
- (c) There is no outstanding claim that the use of any of the Scheduled Trademarks violates the rights of any third person;
- (d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Scheduled Trademarks, free and clear of any liens,

O:KENNETH C. BRULEY COMPANY:1320 MAIN STREET, 17TH FLOOR

charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons), except as may otherwise be permitted under the Loan Agreement;

(e) Borrower has the right to enter into this Agreement and perform its terms;

(f) Except as otherwise permitted by the Loan Agreement, Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks to the extent consistent with the exercise of Borrower's reasonable business judgment in the conduct of its business; and

(g) Except as otherwise permitted by the Loan Agreement, Borrower has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. New Trademarks.

(a) If, before the Obligations shall have been irrevocably paid in full and all commitments of Agent and the Lenders under the Loan Documents have been terminated, Borrower shall grant a License or obtain rights to any new Trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of Paragraph 2 shall automatically apply thereto and Borrower shall give Agent prompt written notice thereof.

(b) Borrower grants Agent a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Agreement by amending Schedule I to include any future License and any future trademarks, including trademark registrations or applications appurtenant thereto subject to this Agreement.

5. Covenants. Borrower covenants and agrees with Agent that from and after the date of this Agreement and until the Obligations are fully satisfied and all commitments of Agent and the Lenders under the Loan Documents have been terminated:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Agent, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Borrower also hereby authorizes Agent to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Agent hereunder, duly endorsed in a manner satisfactory to Agent.

(b) Maintenance of Trademarks. Except as otherwise permitted by the Loan Agreement and except as deemed appropriate by Borrower in the exercise of its reasonable

O:KENNETH C. BRULEY COMPANY:1320 MAIN STREET, 17TH FLOOR

business judgment, Borrower will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur in violation of the Loan Agreement. To the extent Borrower, exercising its reasonable business judgment, deems its necessary, Borrower shall take appropriate action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with any Licenses.

(c) Indemnification. Borrower assumes all responsibility and liability arising from the use of the Trademarks, and Borrower hereby indemnifies and holds Agent harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's operations of its business from the use of the Trademarks. In any suit, proceeding or action brought by Agent under any License for any sum owing thereunder, or to enforce any provisions of such License, Borrower will indemnify and keep Agent harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Borrower, and all such obligations of Borrower shall be and remain enforceable against and only against Borrower and shall not be enforceable against Agent.

(d) Limitation of Liens on Collateral. Borrower will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, and will defend the right, title and interest of Agent in and to any of Borrower's rights under any License and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Except as otherwise permitted by the Loan Agreement, Borrower will not amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral unless such amendment, modification, termination or waiver is the result of an action or omission taken in ordinary course of Borrower's business to the extent consistent with Borrower's business judgment.

(f) Notices. Borrower will advise Agent promptly, in reasonable detail if any of the following events occur: (i) any lien or material claim made or asserted against any of the Collateral in violation of this Agreement and the Loan Agreement, or (ii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder unless such event is the result of an action or omission taken in ordinary course of Borrower's business to the extent consistent with Borrower's business judgment.

(g) Limitation on Further Uses of Trademarks. Except as otherwise expressly permitted by the Loan Agreement, Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license (unless such non-exclusive license is in the ordinary course of Borrower's

O:KENNETH C. BRULEY COMPANY:1320 MAIN STREET, 17TH FLOOR

business and is not to an Affiliate (as defined in the Loan Agreement) of Borrower), or otherwise dispose of any of the Collateral, without prior written consent of Agent.

(h) Exercise of Rights: Delivery of Notices. Borrower shall, to the extent consistent with Borrower's business judgment, (i) exercise promptly and diligently each and every material right which it may have under each material License and (ii) deliver to Agent a copy of each demand, notice or document sent or received by it relating in any material way to any License or Trademark.

6. Agent's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Agent's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Agent the power and right, on behalf of Borrower, to do the following:

- (i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any License whenever payable;
- (ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral in violation of this Agreement, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and
- (iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any License to make payment of any and all moneys due and to become due thereunder directly to Agent or as Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

proceeding described above and, in connection therewith, to give such discharges or releases as Agent may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Borrower might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Agent may reasonably require in order to confirm this power of attorney, or which Agent may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross (not mere) negligence or willful misconduct.

(d) Borrower also authorizes Agent to execute, in connection with the sale provided for in Paragraph 9(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral during the continuance of any Event of Default under the Loan Agreement.

7. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower shall execute and deliver to Agent, in the form of Exhibit I hereto, five (5) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to Paragraph 6 hereof.

8. Performance by Agent of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Agent incurred in connection with such performance or compliance shall be payable by Borrower to Agent on demand and shall constitute Obligations secured hereby.

9. Remedies, Rights Upon Event of Default

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Agent, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Agent, in the same form as received by Borrower (duly indorsed by Borrower to Agent, if required); and

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

(ii) Any and all such payments so received by Agent (whether from Borrower or otherwise) may, in the sole discretion of Agent, be held by Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Obligations in such order as Agent shall elect as provided in the Loan Agreement.

(b) If any Event of Default shall occur and be continuing, Agent may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent is entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Agent to collect any such deficiency and also as to any reasonable attorney's fees incurred by Agent with respect to the collection of any of the Obligations and the enforcement of any of Agent's respective rights hereunder.

10. Termination. At such time as the Obligations are irrevocably satisfied in full and the Loan Agreement is irrevocably terminated, this Agreement shall terminate and Agent shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

11. Notices. Any notice to Agent or Borrower under this Agreement shall be given in the manner and to the parties designated in the Loan Agreement.

12. No Waiver. No course of dealing between Borrower, Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Cumulative Remedies. All of Agents' rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. No Modification Except in Writing. Except as provided in paragraphs 4 and 6, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrower and Agent, all future holders of the Obligations and their respective

O:KENNETH C. BRULEY COMPANY:1320 MAIN STREET, 17TH FLOOR

successors and assigns, except that Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

17. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

18. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

19. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

20. Amendment and Restatement. This Agreement amends, restates, modifies, and replaces, but does not extinguish the obligations evidenced by, that certain Amended and Restated Trademark Collateral Security Agreement, dated as of July 5, 2006, among Borrower and Wells Fargo Foothill, Inc., as agent.

[Remainder of this page intentionally left blank.]

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WITNESS:

BUFFET PARTNERS, L.P.

Ann Baker

By: **BUFFET G.P., INC.**
Its general partner

By: *David Siebert*
Name: **David Siebert**
Title: **Chief Financial Officer**

WITNESS:

CHATHAM CREDIT MANAGEMENT III, LLC
As administrative agent

By: _____
Name: _____
Title: _____

Signature page to Second Amended and Restated Trademark Collateral Security Agreement

O:KENNETH C. BRULEY COMPANY:1320 MAIN STREET, 17TH FLOOR

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WITNESS:

BUFFET PARTNERS, L.P.

By: **BUFFET G.P., INC.**
Its general partner

By: _____
Name: David Siebert
Title: Chief Financial Officer

WITNESS:

CHATHAM CREDIT MANAGEMENT III, LLC
As administrative agent

Dale Holmes _____

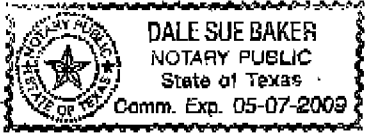
By: *[Signature]* _____
Name: *Cheryl Bold* _____
Title: *Partner* _____

Signature page to Second Amended and Restated Trademark Collateral Security Agreement

O:KENNETH C. BRULEY COMPANY:1320 MAIN STREET, 17TH FLOOR

STATE OF TEXAS)
)
COUNTY OF Collin) ss:

On the 2 day of April, 2009, before me personally came David Siebert to me known, who being by me duly sworn, did depose and say he is the CEO of Buffet G.P., Inc., a Texas corporation, on behalf of such corporation in its capacity as sole general partner of Buffet Partners, L.P., the limited partnership described in and which executed the foregoing instrument, on behalf of said limited partnership.



Dale Sue Baker
Notary Public
My Commission Expires: 5/7/09

STATE OF _____)
)
COUNTY OF _____) ss:

On the _____ day of April, 2009, before me personally came _____ to me known, who being by me duly sworn, did depose and say he is the _____ of Chatham Credit Management III, LLC, the limited liability company described in and which executed the foregoing instrument.

Notary Public
My Commission Expires:

Notary page to Amended and Restated Trademark Collateral Security Agreement

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

STATE OF TEXAS)
)
COUNTY OF _____) ss:

On the ____ day of March, 2009, before me personally came _____ to me known, who being by me duly sworn, did depose and say he is the _____ of Buffet G.P., Inc., a Texas corporation, on behalf of such corporation in its capacity as sole general partner of Buffet Partners, L.P., the limited partnership described in and which executed the foregoing instrument, on behalf of said limited partnership.

Notary Public
My Commission Expires:

STATE OF Georgia)
)
COUNTY OF Cobb) ss:

On the ____ day of March, 2009, before me personally came Cheryl Boyd to me known, who being by me duly sworn, did depose and say she is the Partner of Chatham Credit Management III, LLC, the limited liability company described in and which executed the foregoing instrument.

Dale Holmes

Notary Public
My Commission Expires:

DALE HOLMES
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
My Commission Expires July 16, 2011

Notary page to Amended and Restated Trademark Collateral Security Agreement

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

SCHEDULE I

TRADEMARKS

U. S. Registrations

<u>Item</u>	<u>Reg./App #</u>	<u>Mark</u>
1	1129705	Furr's Cafeteria (and Design)
2	1608630	Carryout Kitchen
3	1629549	Furr's Pie Kitchen
4	1870079	Furr's
5	1878073	Furr's Family Dining
6	1987794	Dynamic Foods
7	19165	Furr's
8	3208318	Furr's Family Buffet
9	3208315	Furr's Family Buffet (Logo)
10	3208316	Furr's Fresh Buffet
11	3208317	Furr's Fresh Buffet (Logo)
12	No registration number yet Serial No. 78/667,322	W.T. Canyon's
13	3584008	Dynamic Foods (and Design)

009056.00073:976337.03

O:KENNETH C. BRULEY COMPANY:1320 MAIN STREET, 17TH FLOOR

EXHIBIT I

SPECIAL POWER OF ATTORNEY (TRADEMARKS)

STATE OF TEXAS)
)
COUNTY OF DALLAS) ss:

KNOW ALL MEN BY THESE PRESENTS, that Buffet Partners, L.P., a limited partnership formed under the laws of Texas, with its principal office at 2701 E. Plano Parkway, Suite 200, Plano, Texas 75074 ("Borrower"), pursuant to a Second Amended and Restated Trademark Collateral Security Agreement dated as of April 3, 2009 (as amended, modified, restated or supplemented from time to time, the "Agreement"), and in accordance with the terms thereof, hereby appoints and constitutes Chatham Credit Management III, LLC, with offices at 400 Galleria Parkway, Suite 1950, Atlanta, Georgia 30339 (together with its successors and assigns, the "Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule I of the Agreement, the trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and
2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

[Remainder of this page intentionally left blank]


009056.00073-976337.03

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

Dated: April 3, 2009

BUFFET PARTNERS, L.P.

By: Buffet G.P., Inc.,
Its general partner

By: 

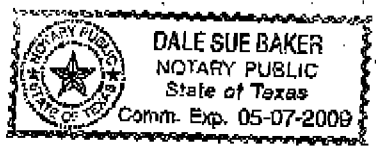
Name: David Siebert
Title: Chief Financial Officer

Signature page to Special Power of Attorney (Trademarks)

TO: KENNETH C. BRULEY COMPANY: 1320 MAIN STREET, 17TH FLOOR

STATE OF TEXAS)
) ss:
COUNTY OF Collin)

On the 2 day of April, 2009, before me personally came David Siebert to me known, who being by me duly sworn, did depose and say he is the CFO of Buffet G.P., Inc., a Texas corporation, on behalf of said corporation as the sole general partner of Buffet Partners, L.P., a Texas limited partnership described in and which executed the foregoing instrument, on behalf of said limited partnership.



Dale Sue Baker
Notary Public
My Commission Expires: 5/7/09

Notary page to Special Power of Attorney (Trademarks)