

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Homestyle Dining LLC		10/14/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Metromedia Company
<b>Street Address:</b>	6500 Intl Pkwy Ste 1000
<b>City:</b>	Plano
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75093
<b>Entity Type:</b>	PARTNERSHIP: DELAWARE

<b>Name:</b>	MSC/PON Creditors' Trust
<b>Street Address:</b>	400 N. Saint Paul, Suite 600
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	TRUST: UNITED STATES

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	1716388	BONANZA
Registration Number:	1838933	BONANZA
Registration Number:	1481977	BONANZA
Registration Number:	1022904	BONANZA
Registration Number:	3060053	BONANZA STEAKHOUSE
Registration Number:	2377123	BONANZA STEAKHOUSE
Registration Number:	3169842	COMEBACK KID
Registration Number:	1937798	

OP \$665.00 1716388

**900151943**

**TRADEMARK  
 REEL: 004130 FRAME: 0094**

Registration Number:	3543457	FREEDOM BY THE PLATEFUL
Registration Number:	1176637	FRESHTASTIKS
Registration Number:	2822503	GET IT TOGO
Serial Number:	77432001	HOOTENANNY
Registration Number:	3166279	MFS PREFERRED
Registration Number:	3037796	MRG
Registration Number:	1429639	PONDEROSA
Registration Number:	2141635	PONDEROSA
Registration Number:	0903604	PONDEROSA
Registration Number:	1677995	PONDEROSA
Registration Number:	1254681	PONDEROSA
Registration Number:	3234681	PONDEROSA EXPRESS
Registration Number:	3166422	PONDEROSA STEAK & BUFFET
Registration Number:	2418851	PONDEROSA STEAKHOUSE
Registration Number:	1667943	PONDEROSA STEAKHOUSE
Registration Number:	2304045	RANCHER'S SKILLET BREAKFAST BUFFET
Registration Number:	3322726	SHRIMP STAMPEDE
Registration Number:	3031783	WELCOME TO OUR SPREAD

**CORRESPONDENCE DATA**

Fax Number: (713)222-3291  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 713-221-3306  
Email: constance.rhebergen@bgllp.com  
Correspondent Name: Constance G. Rhebergen  
Address Line 1: P. O. Box 61389  
Address Line 4: Houston, TEXAS 77208-1389

ATTORNEY DOCKET NUMBER:	048633.000001
NAME OF SUBMITTER:	Constance G. Rhebergen
Signature:	/Constance G. Rhebergen/
Date:	01/12/2010

Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, effective as of October 14, 2009 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), by and among HOMESTYLE DINING LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Grantor"), METROMEDIA COMPANY, a general partnership organized and existing under the laws of the State of Delaware, in its capacity as lender (together with any successors and assigns thereto in such capacity, "Metromedia") and the MSC/PON CREDITORS' TRUST, in its capacity as lender (together with any successors and assigns thereto in such capacity, the "Creditors' Trust" and, together with Metromedia, the "Lenders" and each a "Lender").

Reference is made to the Security Agreement effective as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, BONANZA RESTAURANT COMPANY, a general partnership organized and existing under the laws of the State of Delaware ("Bonanza"), PONDEROSA FRANCHISING COMPANY, a general partnership organized and existing under the laws of the State of Delaware ("Ponderosa"), JOST RESTAURANT FINANCING, INC., a corporation organized and existing under the laws of the State of Delaware ("JOST"), PONDEROSA INTERNATIONAL DEVELOPMENT, INC., a corporation organized and existing under the laws of the State of Delaware ("International"), PUERTO RICO PONDEROSA, INC., a corporation organized and existing under the laws of the State of Delaware ("Puerto Rico"), PON REALTY I, INC., a corporation organized and existing under the laws of the State of Delaware ("Realty" and, together with Grantor, Bonanza, Ponderosa, JOST, International and Puerto Rico, the "Borrowers" and each a "Borrower") and the Lenders. Metromedia Company has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement effective as of the date hereof (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")) by and among the Borrowers and Metromedia, and the Creditors' Trust has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Promissory Note effective as of the date hereof (as amended, supplemented or otherwise modified from time to time (the "Promissory Note")) by the Borrowers to the Creditors Trust. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings given to them in the Security Agreement, the Credit Agreement or the Promissory Note.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance in full of the Obligations, the Grantor, pursuant to and in accordance with the Security Agreement, did and hereby pledges and grants to each of the Lenders, their respective successors and assigns, a lien and security interest in and to all of the Grantor's right, title and interest in, to and under the following assets and properties, whether now owned or at any time hereafter created or acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title, or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, 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, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country worldwide or any political subdivision thereof, and all extensions or renewals thereof, including, without limitation, those U.S. Federal trademark applications and registrations listed on Schedule I (the "Trademarks"), and all goodwill associated therewith or symbolized thereby, and all rights corresponding thereto throughout the world (including, without limitation, (i) all rights to sue for past, present and future infringements thereof, (ii) all licenses, royalties, income, payments, claims, damages, and proceeds of suit arising therefrom); and

(b) all agreements providing for the granting of any license in or to Trademarks (whether the Grantor is licensee or licensor thereunder) (collectively, "Trademark Licenses"), to the extent such agreements are capable of being so pledged.

SECTION 3. Supplement to the Security Agreement. The security interests granted to the Lenders pursuant to this Trademark Security Agreement are granted in furtherance of, and not in limitation of or expansion of, the security interests granted to the Lenders pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. This Trademark Security Agreement is made to secure the satisfactory payment and performance of the Obligations. This Trademark Security Agreement and the security interest granted hereby shall terminate with respect to all of the Grantor's Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Grantor's obligations thereunder. Each Lender shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor as the Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Trademark Security Agreement. Additionally, upon such satisfactory payment, each Lender shall reasonably cooperate with any efforts made by the Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Miscellaneous. The provisions of Section 9 of the Security Agreement are hereby incorporated by reference, mutatis mutandis.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOMESTYLE DINING, LLC

By: Tamara S. Jones  
Name: Tamara S. Jones  
Title: Executive Vice President

Accepted and Agreed:

**METROMEDIA COMPANY,**  
as Lender

By: 

Name: Silvia Kessel  
Title: SVP

Accepted and Agreed:

**MSC/PON CREDITORS' TRUST,**  
as Lender

By: \_\_\_\_\_

Name:  
Title:

Accepted and Agreed:

**METROMEDIA COMPANY,**  
as Lender

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:






**MSC/PON CREDITORS' TRUST,**  
as Lender

By:     *Dan Lain*      
Name: *Dan Lain*  
Title: *Trustee*








**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**U.S. Federal Trademark Applications and Registrations**

Trademark	App. No. App. Date	Reg. No. Reg. Date	Owner <sup>1</sup>	Status
BONANZA	74232520 23-DEC-1991	1716388 15-SEP-1992	Metromedia Steakhouses Company, L.P.	Renewed in 2002
BONANZA	74430850 01-SEP-1993	1838933 07-JUN-1994	Metromedia Steakhouses Company, L.P.	Renewed in 2004
BONANZA <b>BONANZA</b>	73546769 08-JUL-1985	1481977 22-MAR-1988	Metromedia Steakhouses Company, L.P.	Renewed in 2008
BONANZA 	73035604 25-OCT-1974	1022904 14-OCT-1975	Metromedia Steakhouses Company, L.P.	Renewed in 2006
BONANZA STEAKHOUSE 	78470845 20-AUG-2004	3060053 21-FEB-2006	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
BONANZA STEAKHOUSE 	75675991 05-APR-1999	2377123 15-AUG-2000	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
COMEBACK KID	78576123 28-FEB-2005	3169842 07-NOV-2006	Metromedia Steakhouses Company, L.P. Composed of: Metpon Acquisition, Inc.	Registered
Design Only 	74480254 10-DEC-1993	1937798 28-NOV-1995	Metromedia Steakhouses Company, L.P. dba Ponderosa	Renewed in 2006
FREEDOM BY THE PLATEFUL	77459878 01-MAY-2008	3543457 12-DEC-2008	Metromedia Steakhouses Company, L.P.	Registered
FRESHTASTIKS	73267100 20-JUN-1980	1176637 03-NOV-1981	Metromedia Steakhouses Company, L.P.	Renewed in 2002
GET IT TOGO 	76466609 13-NOV-2002	2822503 16-MAR-2004	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
HOOTENANNY	77432001 26-MAR-2008		Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Published Intent to Use First Extension to file Statement of Use

<sup>1</sup> These applications and registrations have not yet been updated to reflect the conversion of Metromedia Steakhouses Company, L.P. into a limited liability company with the new name of Homestyle Dining LLC, but such change will be effected as soon as possible following the Effective Date.

				granted
MFS PREFERRED	78526931 03-DEC-2004	3166279 31-OCT-2006	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
MRG	78468847 17-AUG-2004	3037796 03-JAN-2006	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered Supplemental Register
PONDEROSA 	73599529 19-MAY-1986	1429639 17-FEB-1987	Metromedia Steakhouses Company, L.P.	Renewed in 2007
PONDEROSA	74049785 07-APR-1990	2141635 10-MAR-1998	Metromedia Steakhouses Company, L.P.	Renewed in 2008
PONDEROSA	72294261 27-MAR-1968	0903604 01-DEC-1970	Metromedia Steakhouses Company, L.P.	Renewed in 2001
PONDEROSA	74118127 26-NOV-1990	1677995 03-MAR-1992	Metromedia Steakhouses Company, L.P.	Renewed in 2002
<b>PONDEROSA</b>				
PONDEROSA	73342194 17-DEC-1981	1254681 18-OCT-1983	Metromedia Steakhouses Company, L.P.	Renewed in 2003
PONDEROSA EXPRESS	78578016 02-MAR-2005	3234681 24-APR-2007	Metromedia Steakhouses Company, L.P. Composed of: Metpon Acquisition, Inc	Registered
PONDEROSA STEAK & BUFFET 	78567665 15-FEB-2005	3166422 31-OCT-2006	Metromedia Steakhouses Company, L.P. Composed of: Metpon Acquisition, Inc.	Registered
PONDEROSA STEAKHOUSE 	75747276 09-JUL-1999	2418851 09-JAN-2001	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
PONDEROSA STEAKHOUSE 	74118126 26-NOV-1990	1667943 10-DEC-1991	Metromedia Steakhouse Company, L.P.	Renewed in 2001
RANCHER'S SKILLET BREAKFAST BUFFET 	75572984 19-OCT-1998	2304045 28-DEC-1999	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
SHRIMP STAMPEDE	77076598 05-JAN-2007	3322726 30-OCT-2007	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered
WELCOME TO OUR SPREAD	78468818 17-AUG-2004	3031783 20-DEC-2005	Metromedia Steakhouses Company, L.P. Composed of: MetPon Acquisition, Inc.	Registered