

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
The Great Steakhouse Steaks LLC		10/29/2009	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Advantage Capital Community Development Fund XXV, L.L.C.		
Street Address:	909 Poydras Street, Suite 2230		
City:	New Orleans		
State/Country:	LOUISIANA		
Postal Code:	70112		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3144432	THE GREAT STEAKHOUSE LOBSTERS	
Registration Number:	3132127	THE GREAT STEAKHOUSE DESSERTS	
Registration Number:	3138149	THE GREAT STEAKHOUSE STEAK BURGERS	
Registration Number:	3191186	THE GREAT STEAKHOUSE STEAK DOGS	
Registration Number:	3060262	THE GREAT STEAKHOUSE ROASTS	
Registration Number:	3279366	THE GREAT STEAKHOUSE LAMB	
Registration Number:	3257715	THE GREAT STEAKHOUSE PORK	
Registration Number:	3257714	THE GREAT STEAKHOUSE VEAL	
Registration Number:	3060261	THE GREAT STEAKHOUSE POULTRY	
Registration Number:	3144431	THE GREAT STEAKHOUSE SEAFOOD	
Registration Number:	3584513	STEAKTOPIA AMERICA'S STEAK COMPANY	
Registration Number:	3581623	STEAKTOPIA	
Registration Number:	2358671	PROMISE OF EXCELLENCE	
Registration Number:	2396415	PROMISE OF EXCELLENCE	

CH \$590.00 3144432

Registration Number:	1976660	AWESOME COMBINATION
Registration Number:	1965120	AWESOME COMBINATION
Registration Number:	1861160	PRIME PROTECTION
Registration Number:	2223675	THE GREAT STEAKHOUSE STEAKS
Serial Number:	77448910	EYE RIB STEAK
Serial Number:	77388269	THE OTHER BEEF
Serial Number:	77570264	REDMARBLE STEAK
Serial Number:	77568152	REDMARBLE
Serial Number:	77448920	CENTER RIB STEAK

CORRESPONDENCE DATA

Fax Number: (602)253-8129
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: phxip@ssd.com
Correspondent Name: Squire, Sanders & Dempsey, LLP
Address Line 1: 40 North Central Avenue, Suite 2700
Address Line 2: Two Renaissance Square
Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	010471.00001
NAME OF SUBMITTER:	David E. Rogers
Signature:	/David E. Rogers/
Date:	01/29/2010

Total Attachments: 10
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THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT IS GOVERNED BY A CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT DATED OF EVEN DATE HERewith BY AND BETWEEN OLD SECOND NATIONAL BANK AND ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND XXV, L.L.C. (THE "INTERCREDITOR AGREEMENT")

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "*Agreement*") is made as of the 29th day of October, 2009, by and between **THE GREAT STEAKHOUSE STEAKS LLC**, an Illinois limited liability company with its chief executive office and principal place of business located at 3801 S. Sangamon, Chicago, Illinois 60609 ("*Assignor*"), and **ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND XXV, L.L.C.**, a Delaware limited liability company with an address of 909 Poydras Street, Suite 2230, New Orleans, Louisiana 70112 ("*Lender*").

WHEREAS, Assignor has executed and delivered to Lender that certain Credit Agreement dated as of even date herewith (the "*Credit Agreement*"), which provides that Lender shall, subject to the terms and conditions thereof, extend credit to or for the benefit of Assignor in an outstanding principal amount not to exceed Seven Million Seventy-Five Thousand and No/100 Dollars (\$7,075,000.00);

WHEREAS, in connection with the Credit Agreement, Assignor has agreed to grant to Lender a security interest in, and collaterally assign to Lender, certain trademark rights; and

WHEREAS, this Agreement is being executed contemporaneously with the other Loan Documents (as defined in the Credit Agreement) pursuant to which Lender has been granted a security interest in, among other things, all equipment, inventory, accounts, general intangibles, books, records, product specifications, goodwill, customer lists and trade secrets of Assignor (collectively, the "*Other Assets*") relating to products sold under the Trademark, as defined hereinafter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Lender as follows:

1. **Capitalized Terms.** Capitalized terms used and not defined herein shall have the meaning given to them in the Credit Agreement.

2. **Grant of Security Interest; Collateral Assignment.**

(a) To secure the complete and timely satisfaction of the Obligations of Assignor to Lender (collectively, the "Secured Indebtedness"), Assignor hereby grants to Lender a continuing security interest in all of its right, title and interest in and to the trademark(s), trade name(s) and servicemark(s) listed on Schedule A attached hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "*Trademark*"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "*Trademark Rights*"), and the goodwill of the business to which the Trademark relates (the "*Associated Goodwill*") (the Trademark, the Trademark Rights, and the Associated Goodwill are collectively called the "*Trademark Collateral*").

(b) In addition to the grant of security interest provided in paragraph 2(a), Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Trademark Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default.

3. Representations, Warranties and Covenants of Assignor. Assignor represents, covenants and warrants to Lender that:

(a) The registrations of the Trademark are subsisting and have not been adjudged invalid or unenforceable;

(b) The Trademark is valid and enforceable;

(c) No claim has been made that the use of the Trademark does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens (other than Permitted Liens), charges and the encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

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

(f) Assignor shall use, for the duration of this Agreement, the proper statutory notice in connection with its use of the Trademark;

(g) Assignor shall use for the duration of this Agreement, consistent standards of quality in its manufacture and/or sale of products sold under the Trademark.

4. Inspection Rights. Assignor hereby grants to Lender and its employees, agents and designees the right to visit Assignor's plants and facilities which manufacture, distribute or store products sold under the Trademark, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts reasonably required by Lender to ensure Assignor's compliance with paragraph 3(g) hereof. Assignor shall pay to Lender or persons designated by Lender an audit fee based on Lender's then current audit rate (which rate is presently \$850.00 per day) plus expenses for each such audit, provided that so long as no Event of Default is continuing, Assignor shall only be obligated to pay for one (1) audit in any calendar year.

5. Further Assurances. Assignor agrees that, until all of the Secured Indebtedness shall have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent which consent shall not be unreasonably withheld or delayed. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

6. Additional Trademarks. If, before the Secured Indebtedness shall have been satisfied in full, Assignor shall obtain rights to any registrations of any new trademark(s), trade name(s) or servicemark(s) or application(s) therefor, the provisions of paragraph 2 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

7. Modification by Lender. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), trade name(s) or servicemark(s), or future application(s) therefor, covered by paragraphs 2 and 5 hereof, without the signature of Assignor to the extent permitted by applicable law.

8. Grant of License to Lender. Assignor hereby presently grants to Lender a license to use the Trademark in connection with the Collateral (as defined in the Credit Agreement), upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral by or to Lender pursuant to the Credit Agreement and/or this Agreement. The license granted in this paragraph 8 may be transferred by Lender, without Assignor's consent, to any successor of Lender, any assignee of Lender, and/or any purchaser or other transferee of any or all of the Collateral. This license may not be revoked until all of the Secured Indebtedness have been satisfied in full and the Credit Agreement has been terminated in accordance with its terms.

9. Rights of Assignor. Unless and until there shall have occurred an Event of Default, Assignor shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademark on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any license under the Trademark or the other Trademark Collateral, other than the license to Lender hereunder, without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed..

10. Default. If any Event of Default shall have occurred under the Credit Agreement or should Assignor breach any term hereof or under any other documents evidencing, securing or related to the Secured Indebtedness, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the Credit Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located.

11. Termination of Agreement. At such time as Assignor shall completely satisfy all of the Secured Indebtedness and the Credit Agreement shall be terminated in accordance with its terms, this Agreement shall terminate and Lender shall execute and deliver to Assignor, at Assignor's expense, and without recourse, representation or warranty, all releases, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademark Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.

12. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable out of pocket attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall, to the extent permitted by applicable law, be borne and paid by Assignor seven days after demand by Lender accompanied by reasonably detailed invoices for the

amounts claimed, and until so paid shall be added to the principal amount of the Secured Indebtedness and shall bear interest at the Default Rate.

13. Preservation of Trademark Rights. Assignor shall have the duty, through counsel reasonably acceptable to Lender, to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Trademark. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any Trademark without the prior written consent of Lender, which consent shall not be unreasonably withheld. Assignor shall have the right, with the consent of Lender, which consent shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademark, in which event Lender may, if necessary, be joined as a nominal party to such suit so long as Lender is satisfied, in its sole determination, that such joinder will not subject it to any risk of liability. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including, without limitation, reasonable out-of-pocket attorneys' fees, incurred by Lender in the fulfillment of any provision of this paragraph 13.

14. Lender Appointed Attorney-In-Fact. Assignor hereby authorizes and empowers Lender, after the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademark or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to Lender or anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

15. Lender May Act. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name to the extent permitted by applicable law, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all reasonable expenses, including, without limitation, reasonable out-of-pocket attorneys' fees, incurred by Lender in protecting, defending or maintaining the Trademark Collateral or any part thereof.

16. No Waiver. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, under the Guaranty, the Credit Agreement or under applicable law 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.

17. Rights Cumulative. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

18. 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.

19. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7.

20. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Assignor hereunder with respect to transferring any part of or interest in the Trademark Collateral.

21. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the internal laws of the State of Missouri.

22. Headings. The headings contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

23. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute but one and the same instrument.

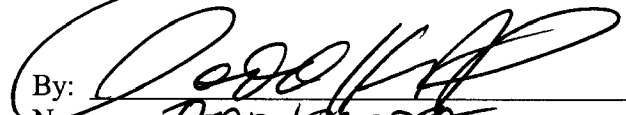
24. Jury Trial. ASSIGNOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH LENDER ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT.

25. Jurisdiction. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN ST. LOUIS COUNTY, MISSOURI OR FEDERAL COURT IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO ASSIGNOR AT ITS ADDRESS SET FORTH HEREIN AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. ASSIGNOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE.

[Remainder of page intentionally left blank – signature page follows]

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

THE GREAT STEAKHOUSE STEAKS LLC

By: 
Name: Tom Harris
Its: Manager

ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND XXV, L.L.C.

By: Advantage Capital Community Development Fund, LLC,
its Manager

By: _____
Mark B. Lewis, Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT]

STATE OF ILLINOIS)
COUNTY OF Cook) SS

On this _____ day of October, 2009, before me appeared Todd Hatoff, to me known to be the person described in and who executed the foregoing instrument, as the Manager of **THE GREAT STEAKHOUSE STEAKS LLC**, a limited liability company organized under the laws of the State of Illinois, and acknowledged that he/she executed the same as the free act and deed of said limited liability company and is acting for and on behalf of and as Manager of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid on the day and year first above written.

Susan L. Mahon
Notary Public

My Commission Expires: 8.2.10



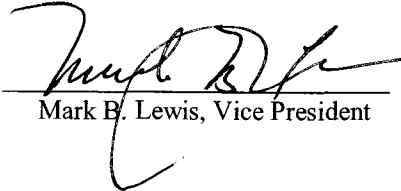
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE GREAT STEAKHOUSE STEAKS LLC

By: _____
Name: _____
Its: _____

**ADVANTAGE CAPITAL COMMUNITY
DEVELOPMENT FUND XXV, L.L.C.**

By: Advantage Capital Community Development
Fund, LLC,
its Manager

By: 
Mark B. Lewis, Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT]

STATE OF Missouri)
County OF Saint Louis) SS.

On this 27th day of October, 2009, before me appeared Mark B. Lewis, to me known to be the person described in and who executed the foregoing instrument, as the Vice President of Advantage Capital Community Development Fund, L.L.C., a Louisiana limited liability company, the Manager of Advantage Capital Community Development Fund XXV, L.L.C., a Delaware limited liability company, and acknowledged that he/she executed the same as the free act and deed of said limited liability companies and is acting for and on behalf of said limited liability companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid on the day and year first above written.

Tammy Raftery
Notary Public

My Commission Expires: May 13, 2011



TAMMY RAFTERY
My Commission Expires
May 13, 2011
St. Louis County
Commission #07389037

SCHEDULE A

<u>TRADEMARK</u>	<u>U.S. REG/APP#</u>
THE GREAT STEAKHOUSE LOBSTERS	3,144,432
THE GREAT STEAKHOUSE DESSERTS	3,132,127
THE GREAT STEAKHOUSE STEAK BURGERS	3,138,149
THE GREAT STEAKHOUSE STEAK DOGS	3,191,186
THE GREAT STEAKHOUSE ROASTS	3,060,262
THE GREAT STEAKHOUSE LAMB	3,279,366
THE GREAT STEAKHOUSE PORK	3,257,715
THE GREAT STEAKHOUSE VEAL	3,257,714
THE GREAT STEAKHOUSE POULTRY	3,060,261
THE GREAT STEAKHOUSE SEAFOOD	3,144,431
STEAKTOPIA AMERICA'S STEAK COMPANY	3,584,513
STEAKTOPIA	3,581,623
PROMISE OF EXCELLENCE	2,358,671
PROMISE OF EXCELLENCE	2,396,415
AWESOME COMBINATION	1,976,660
AWESOME COMBINATION	1,965,120
PRIME PROTECTION (stylized)	1,861,160
THE GREAT STEAKHOUSE STEAKS	2,223,675
*EYE RIB STEAK	77/448,910
*THE OTHER BEEF	77/388,269
*RedMarble Steak	77/570,264
*RedMarble	77/568,152
*COVER STEAK	77/448,898
*CENTER RIB STEAK	77/448,920

* Trademarks Applications have been filed but are not yet registered.