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
BL Restaurant Operations, LLC		06/01/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Capital Markets Financing, Inc.
Street Address:	115 SOUTH LASALLE STREET
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	CORPORATION: DELAWARE

Name:	Bank of Montreal
Street Address:	115 SOUTH LASALLE STREET
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: Canada: CANADA

CH $115.00 74390071

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	74390071	BAR LOUIE
Serial Number:	77091325	BAR LOUIE
Serial Number:	77093582	BAR LOUIE
Serial Number:	77091343	EAT · DRINK · BE HAPPY

CORRESPONDENCE DATA

Fax Number: (202)739-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	202-739-5652
Email:	chowell@morganlewis.com
Correspondent Name:	Catherine R. Howell, Senior Paralegal
Address Line 1:	1111 Pennsylvania Ave., N.W.; Attn: TMSU
Address Line 2:	Morgan, Lewis & Bockius LLP
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	BAR LOUIE
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	06/21/2010

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of June 1, 2010 is made by BL RESTAURANT OPERATIONS, LLC, a Delaware limited liability company ("Operations"), in favor of BMO CAPITAL MARKETS FINANCING, INC., as lender, and BANK OF MONTREAL, as issuer of letters of credit (together, the "Lender"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Operations and BL Restaurant Franchises, LLC (together, the "Borrowers") have executed that certain Demand Note, dated as of the date hereof in the original principal amount of $7,000,000, in favor of the Lender (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Note") and that certain Loan Authorization Agreement by and among the Borrowers and the Lender, dated as of the date hereof (the "Loan Agreement");

WHEREAS pursuant to the Loan Agreement, the Lender has agreed to make loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Loan Agreement, the Borrowers have executed and delivered a Pledge and Security Agreement, dated as of the date hereof, in favor of the Lender (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Operations pledged and granted to the Lender a continuing security interest in all personal property, including the Trademarks (as defined below); and

WHEREAS, Operations has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make loans and other financial accommodations to the Borrowers pursuant to the Loan Agreement, Operations agrees, for the benefit of the Lender as follows:

SECTION 1. Definitions. The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall have the following meanings:

"Trademarks" shall mean all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the names, likeness, signature and biographical data of natural persons,

now or hereafter in force, and, with respect to any and all of the foregoing: (i) all registrations and recordation thereof and all applications in connection therewith including, but not limited to, the registrations and applications referred to in Schedule A hereto (as such schedule may be amended or supplemented from time to time), (ii) all renewals and extensions thereof (iii) the goodwill of the business associated therewith and symbolized thereby, (iv) all rights corresponding to any of the foregoing throughout the world, (v) all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including, without limitation, the right to receive all proceeds of suit and damage awards therefore, and (vi) all payments, income, and royalties and rights to payments, income, and royalties arising out of the sale, lease, license assignment or other disposition thereof.

SECTION 2. Grant of Security Interest. Operations hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon a demand for payment made by the Lender under the Loan Agreement, assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Lender to secure payment, performance and observance of the Obligations (as defined in the Security Agreement).

SECTION 3. Purpose. This Agreement has been executed and delivered by Operations for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Operations does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Governing Law, Entire Agreement, etc. **THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF ILLINOIS. THIS GRANT OF SECURITY INTERESTS IN TRADEMARK RIGHTS, THE SECURITY AGREEMENT AND THE LOAN AGREEMENT CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.**

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same

original. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail transmission of a portable document file ("pdf") will be effective as delivery of a manually executed counterpart of this Agreement.

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TRADEMARK
REEL: 004228 FRAME: 0643

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BL RESTAURANT OPERATIONS, LLC

By: _____
Name: Donald Mueller
Title: Vice President and Assistant Secretary

BMO CAPITAL MARKETS FINANCING, INC.

By: _____
Name:
Title:

BANK OF MONTREAL

By: _____
Name:
Title:

[Signature Page to Grant of Security Interest in Trademark Rights]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BL RESTAURANT OPERATIONS, LLC

By: _____
Name: Donald Mueller
Title: Vice President and Assistant Secretary

BMO CAPITAL MARKETS FINANCING, INC.

By: Denise Sidlo
Name:
Title: Denise Sidlo
Director

BANK OF MONTREAL

By: Denise Sidlo
Name: Denise Sidlo
Title: Director

[Signature Page to Grant of Security Interest in Trademark Rights]

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

On the 28 day of May, 2010, before me personally came Donald Mueller; who, being duly sworn, did depose and say that he is the Vice President and Assistant Secretary of BL Restaurant Operations, LLC, a Delaware limited liability company, a Borrower described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the managing member of such limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Gillison Herbert
Notary Public

ALLISON HERBERT
MY COMMISSION # DD 976949
EXPIRES: May 4, 2014
Bonded Thru Notary Public Underwriters

(PLACE STAMP AND SEAL ABOVE)

DB1/64902703.2

RECORDED: 06/21/2010

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Ser. No.	Date Filed	Reg. No.	Date Reg.	Int'l Class	Goods / Services	Owner of Record *	Status
BAR LOUIE	74-390,071	5/7/1993	1,823,417	2/22/1994	42	Tavern and restaurant services	BAR LOUIE TRADEMARK, INC. (ILLINOIS CORPORATION), 1840 PICKWICK AVE., GLENVIEW, IL 60026	Registered
	77-091,325	1/25/2007	3,306,105	10/9/2007	43	Restaurant and bar services	BAR LOUIE TRADEMARK, INC. (ILLINOIS CORPORATION), 1840 PICKWICK AVE., GLENVIEW, IL 60026	Registered
BAR LOUIE	77-093,582	1/29/2007	3,306,139	10/9/2007	25 and 30	shirts and sweaters hot sauce	BAR LOUIE TRADEMARK, INC. (ILLINOIS CORPORATION), 1840 PICKWICK AVE., GLENVIEW, IL 60026	Registered
EAT•DRINK•BE HAPPY	77-091,343	1/25/2007	3,322,988	10/30/2007	43	Restaurant and bar services	BAR LOUIE TRADEMARK, INC. (ILLINOIS CORPORATION), 1840 PICKWICK AVE., GLENVIEW, IL 60026	Registered

TRADEMARK
REEL: 004228 FRAME: 0647