

**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
BRG INTELLECTUAL PROPERTY, LLC		07/02/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	CAPITAL ONE, N.A.
Street Address:	1001 Avenue of the Americas
Internal Address:	2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Registration Number:	2306925	ISABELLA'S
Registration Number:	3702033	COLDASS BEER
Registration Number:	1497175	WILDWOOD AMERICA'S BEST CHICKEN AND RIBS
Registration Number:	3738393	206 SPRING STREET EVENTS
Registration Number:	2398474	RUBY FOO'S
Registration Number:	2670839	ATLANTIC GRILL
Registration Number:	2038154	ATLANTIC BAR AND GRILL
Registration Number:	2838637	FIAMMA OSTERIA
Registration Number:	2810725	BLUE FIN
Registration Number:	2782862	DOS CAMINOS
Registration Number:	2907246	VENTO TRATTORIA
Registration Number:	2937731	OCEAN GRILL
Registration Number:	2981178	FIAMMA TRATTORIA

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Registration Number:	1351107	OCEANS
Registration Number:	3517488	PRIMEHOUSE
Registration Number:	3517489	PRIMEHOUSE NEW YORK
Registration Number:	1819289	WILDWOOD THE FLAVOR OF AMERICA
Registration Number:	3690143	WILDWOOD BBQ
Registration Number:	3690144	WILDWOOD BARBEQUE
Registration Number:	3766677	POSTCARD INN ON THE BEACH
Registration Number:	2186279	BLUE WATER GRILL
Registration Number:	2541431	B. R. GUEST CARD
Registration Number:	3794548	675 BAR
Serial Number:	77502575	REAL GIRLS EAT MEAT
Serial Number:	77662253	RUBY FOO'S
Serial Number:	78404123	LEVEL V
Serial Number:	77636187	SMITH HOTEL
Serial Number:	77687579	LA COMUNIDAD
Serial Number:	77789151	BILL'S BAR & BURGER
Serial Number:	77789165	WILL'S BAR & BURGER
Serial Number:	77789166	CASSIE'S BAR & BURGER

**CORRESPONDENCE DATA**

Fax Number: (212)545-3309  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212.592.1576  
Email: rbroder@herrick.com  
Correspondent Name: Robert S. Broder  
Address Line 1: 2 Park Avenue  
Address Line 2: Herrick, Feinstein LLP  
Address Line 4: New York, NEW YORK 10016-9301

ATTORNEY DOCKET NUMBER:	10159-004
NAME OF SUBMITTER:	Robert S. Broder
Signature:	/RSB/
Date:	07/06/2010

Total Attachments: 7  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2010, made by BRG INTELLECTUAL PROPERTY, LLC, a Delaware limited liability company (the "Pledgor"), in favor of CAPITAL ONE, N.A. (the "Secured Party").

WITNESSETH:

WHEREAS, the Pledgor, B.R. Guest Holdings, LLC, a Delaware limited liability company ("BR Holdings"), B.R. Guest, LLC, a Delaware limited liability company ("BR Guest LLC"), and certain of their respective Subsidiaries (as defined in the Loan Agreement referred to below) (collectively, the "Borrowers"), have entered into an Amended and Restated Loan Agreement, dated as of the date hereof (as it may be amended or modified from time to time, the "Loan Agreement");

WHEREAS, the Pledgor is a party to that certain Amended and Restated Security Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") made by the Borrowers in favor of the Secured Party;

WHEREAS, pursuant to the Loan Agreement, the Secured Party has required that the Pledgor enter into this Agreement, and the Pledgor has agreed to enter into this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and to induce the Secured Party to enter into the Loan Agreement, the Pledgor and the Secured Party hereby agree as follows:

SECTION 1. Defined Terms.

(a) Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

(b) As used in this Agreement, the following terms have the following meanings:

"Agreement" shall mean this Trademark Security Agreement, as the same may from time to time be amended, amended and restated, supplemented or otherwise modified.

"Goodwill" shall mean, collectively, the goodwill connected with the Pledgor's business including all goodwill connected with (i) the use of and symbolized by any Trademark or any Intellectual Property License with respect to any Trademark in which the Pledgor has any interest, (ii) all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and the right to limit the use or disclosure thereof by any person, pricing and cost information, business and marketing plans and proposals, consulting agreements, engineering contracts and such other assets which relate to such goodwill and (iii) all product lines of the Pledgor's business.

“Intellectual Property Licenses” shall mean, collectively, all license and distribution agreements with, and covenants not to sue, any other party with respect to any Trademark or any other trademark, whether the Pledgor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) other rights to use, exploit or practice any or all of the Trademarks or any other trademark.

“Loan Agreement” shall have the meaning set forth in the recitals hereto.

“Secured Party” shall have the meaning set forth in introductory paragraph hereto.

“Security Agreement” shall have the meaning set forth in the recitals hereto.

“Trademarks” shall mean, with respect to any Person, all of such Person’s right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the due and punctual payment and performance of any and all of the present and future Secured Obligations, the Pledgor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of the Pledgor’s right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the “Pledged Trademark Collateral”):

- (a) all Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Pledged 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon payment in full of the Secured Obligations and termination of the Security Agreement, the Secured Party shall execute, acknowledge and deliver to the

Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA

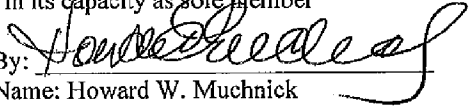
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PLEDGOR:

BRG INTELLECTUAL PROPERTY, LLC

By: B.R. GUEST HOLDINGS, LLC  
in its capacity as sole member

By:   
Name: Howard W. Muchnick  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (BRG Intellectual Property)]

SECURED PARTY:

CAPITAL ONE, N.A.

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

Name: Gene Hom

Title: Vice President

[Signature Page to Trademark Security Agreement (BRG Intellectual Property)]



**SCHEDULE I**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

TRADEMARKS

<b>Name of Debtor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
BRG Intellectual Property, LLC	Isabella's	11 January 2000	2,306,925
BRG Intellectual Property, LLC	Coldass Beer	17 May 2007	3,702,033
BRG Intellectual Property, LLC	Wildwood America's Best Chicken and Ribs (Stylized)	12 August 1986	1,497,175
BRG Intellectual Property, LLC	206 Spring Street Events	12 January 2010	3,738,393
BRG Intellectual Property, LLC	Ruby Foo's	28 August 1998	2,398,474
BRG Intellectual Property, LLC	B.R. Guest	9 September 1999	S-16732
BRG Intellectual Property, LLC	Atlantic Grill	7 January 2003	2,670,839
BRG Intellectual Property, LLC	Park Avalon	13 July 2000	S-17142
BRG Intellectual Property, LLC	Atlantic Bar & Grill	18 February 1997	2,038,154
BRG Intellectual Property, LLC	Fiamma Osteria	11 March 2002	S-17841
BRG Intellectual Property, LLC	Blue Fin	11 March 2002	S-17842
BRG Intellectual Property, LLC	Dos Caminos	11 November 2003	2,782,862
BRG Intellectual Property, LLC	Vento Trattoria	30 November 2004	2,907,246
BRG Intellectual Property, LLC	Blue Fin	3 February 2004	2,810,725
BRG Intellectual Property, LLC	Ocean Grill	5 April 2005	2,937,731
BRG Intellectual Property, LLC	Fiamma Trattoria	2 August 2005	2,981,178
BRG Intellectual Property, LLC	Oceans	23 July 1985	1,351,107
BRG Intellectual Property, LLC	Primehouse	14 October 2008	3,517,488
BRG Intellectual Property, LLC	Primehouse New York	14 October 2008	3,517,489
BRG Intellectual Property, LLC	Wildwood the Flavor of America	1 February 1994	1,819,289
BRG Intellectual Property, LLC	Wildwood BBQ	29 September 2009	3,690,143
BRG Intellectual Property, LLC	Wildwood Barbeque	29 September 2009	3,690,144
BRG Intellectual Property, LLC	Postcard Inn on the Beach	30 March 2010	3,766,677
BRG Intellectual Property, LLC	Blue Water Grill	1 September 1998	2,186,279
BRG Intellectual Property, LLC	B.R. Guest Card	19 February 2002	2,541,431

TRADEMARK APPLICATIONS

<b>Name of Debtor</b>	<b>Trademark Application</b>	<b>Application Filing Date</b>	<b>Application Serial Number</b>
BRG Intellectual Property, LLC	Real Girls Eat Meat	19 June 2008	77/502,575
BRG Intellectual Property, LLC	Ruby Foo's	3 February 2009	77/662,253
BRG Intellectual Property, LLC	Level V	19 April 2004	78/404,123
BRG Intellectual Property, LLC	Smith Hotel	18 December 2008	77/636,187
BRG Intellectual Property, LLC	La Comunidad	10 March 2009	77/687,579
BRG Intellectual Property, LLC	675 Bar	17 March 2009	77/693,182
BRG Intellectual Property, LLC	Bill's Bar & Burger	24 July 2009	77/789,151
BRG Intellectual Property, LLC	Will's Bar & Burger	24 July 2009	77/789,165
BRG Intellectual Property, LLC	Cassie's Bar & Burger	24 July 2009	77/789,166

TRADEMARK LICENSES

None.