

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
Oregano's Pizza Bistro, Inc.		11/09/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GE Capital Commercial Inc.		
Street Address:	8377 Hartford Drive		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3267453	OREGANO'S	
Registration Number:	1962807	OREGANO'S PIZZA BISTRO	
CORRESPONDENCE DATA			
Fax Number:	(402)346-1148		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	402-346-6000		
Email:	patrick.stephenson@kutakrock.com		
Correspondent Name:	Patrick C. Stephenson		
Address Line 1:	1650 Farnam Street		
Address Line 4:	Omaha, NEBRASKA 68102		
NAME OF SUBMITTER:	Patrick C. Stephenson		
Signature:	/Patrick C. Stephenson/		
Date:	11/10/2010		
Total Attachments: 4			

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SHORT-FORM IP SECURITY AGREEMENT

THIS SHORT-FORM IP SECURITY AGREEMENT (this "*Short Form Agreement*") is made and entered into as of November 9, 2010 among OREGANO'S PIZZA BISTRO, INC., a Delaware corporation ("*Borrower*"), each of the other entities listed on the signature pages hereof (together with the Borrower, the "*Grantors*") and GE CAPITAL COMMERCIAL INC., a Delaware corporation ("*Lender*").

PRELIMINARY STATEMENTS:

Borrower, Oregano's Holdings, Inc., a Delaware corporation, and Lender have entered into that certain Credit Agreement dated as of the date hereof (the "*Credit Agreement*"). Initially capitalized terms not otherwise defined in this Short Form Agreement have the meanings set forth in the Credit Agreement.

Pursuant to the Credit Agreement, each Grantor and Lender have agreed to enter into this Short Form Agreement to evidence the grant of the security interests in each Grantor's Intellectual Property to Lender and certain other rights with respect to each Grantor's Intellectual Property, subject to the terms, provisions and conditions of the Credit Agreement.

AGREEMENT:

1. Security Interest. Subject to the terms and conditions of the Credit Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, each Grantor hereby grants to Lender, for the benefit of Lender, a security interest in and Lien upon all of such Grantor's Intellectual Property, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, including all Intellectual Property in which it now has or at any time in the future may acquire any right, title or interest, including, without limitation, the trademarks listed on the attached *Exhibit A*.

2. Grant of License. Subject to the terms and conditions of the Credit Agreement, each Grantor hereby grants to Lender an irrevocable, non-exclusive license (exercisable upon the occurrence and during the continuance of an Event of Default without payment of royalty or other compensation to any Grantor) to use, transfer, license or sublicense any Intellectual Property now owned by, licensed to, or hereafter acquired by any Grantor, including, without limitation, the trademarks listed on the attached *Exhibit A*, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, and represents, promises and agrees that any such license or sublicense is not and will not be in conflict with the contractual or commercial rights of any third Person; provided that such license will terminate on the cure of any such Event of Default or the payment in full of all Obligations and release of Lender's Lien on the Collateral.


3. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Credit Agreement, including Article 8 thereof, are incorporated by reference into this Short Form Agreement. This Short Form Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Credit Agreement in any respect.

4. Counterparts. This Short Form Agreement may be executed in one or more counterparts, each of which shall be deemed an original.


EXECUTED as of the date written on the first page of this Short Form Agreement.

GRANTORS:


OREGANO'S PIZZA BISTRO, INC., a Delaware corporation

By: 
Printed Name: Mark S. Russell
Title: President


OREGANO'S HOLDINGS, INC., a Delaware corporation

By: 
Printed Name: Christopher R. Thomas
Title: President


OREGANO'S RESTAURANTS, INC., an Arizona corporation

By: 
Printed Name: Christopher R. Thomas
Title: President


OPB RESTAURANTS, INC., an Arizona corporation

By: 
Printed Name: Mark S. Russell
Title: President

OPB REAL ESTATE, INC., an Arizona corporation

By: 
Printed Name: Mark S. Russell
Title: President


OPB SCOTTSDALE ROAD LLC, an Arizona limited liability company

By: 
Printed Name: Mark S. Russell
Title: Authorized Person

LENDER:

GE CAPITAL COMMERCIAL INC., a Delaware corporation

By: GE Capital Franchise Finance Corporation,
a Delaware Corporation, as Servicer

By: 
Name: Delaine D. Gordon
Its: Authorized Signatory ~~Authorized Signatory~~

GECC Contract Nos.: 15852001, 15852002, 15852003
Asset No.: 062325, 062326, 062328, 062329, 062322, 062323, 062324,
062327, 047264, 062824 and 063034

EXHIBIT A
INTELLECTUAL PROPERTY

Mark	Country	Registration Number	Registration Date
1. OREGANO'S	U.S.	3,267,453	July 24, 2007
2. OREGANO'S PIZZA BISTRO and Design	U.S.	1,962,807	March 19, 1996 Renewed March 28, 2006