

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
Elmer's Restaurants, Inc.		12/07/2010	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	GE Capital Franchise Finance Corporation		
Street Address:	8377 East Hartford Drive		
Internal Address:	Suite 200		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3477746	TAPROCK NORTHWEST GRILL	
Registration Number:	3442073	TAPROCK	
Registration Number:	3423963	TAPROCK NORTHWEST GRILL	
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/		

OP \$90.00 3477746

900180642

TRADEMARK
 REEL: 004448 FRAME: 0250

Date:

01/06/2011

Total Attachments: 4

source=elmer's ip sec int#page1.tif

source=elmer's ip sec int#page2.tif

source=elmer's ip sec int#page3.tif

source=elmer's ip sec int#page4.tif

SHORT-FORM IP SECURITY AGREEMENT

THIS SHORT-FORM IP SECURITY AGREEMENT (this "*Short Form Agreement*") is made and entered into as of December 7, 2010, among ELMER'S RESTAURANTS, INC., an Oregon corporation ("*Borrower*") and GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation ("*Lender*").

PRELIMINARY STATEMENTS:

Borrower and Lender, among others, have entered into that Loan Modification Agreement dated as of the date hereof (the "*Modification*"), pursuant to which Borrower and Lender have agreed to amend the Intellectual Property Security Agreement dated April 21, 2005 (the "*Security Agreement*"), to provide that the Intellectual Property (as defined in the Security Agreement) related to "Taprock" shall be considered part of the Collateral securing the Obligations, and granting Lender a security interest in the Intellectual Property of Taprock to the same extent as provided in the Security Agreement.

Initially capitalized terms not otherwise defined in this Short Form Agreement have the meanings set forth in the Security Agreement, and if not defined in the Security Agreement as set forth in the Loan Agreement.

Pursuant to the Modification, Borrower has agreed to enter into this Short Form Agreement to evidence the grant of the security interests in the Intellectual Property of Taprock to Lender and certain other rights with respect to the Intellectual Property of Taprock, subject to the terms, provisions and conditions of the Security Agreement.

AGREEMENT:

1. Security Interest. Subject to the terms and conditions of the Security Agreement, as collateral security for the prompt and complete payment and performance of the Obligations, Borrower hereby grants to Lender, for the benefit of Lender, a security interest in and lien upon all of Borrower's Intellectual Property in Taprock, 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 Taprock 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*.

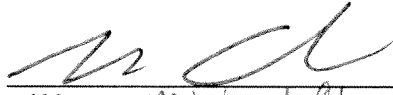
2. Incorporation by Reference; Filing Purposes Only. All of the terms and provisions of the Security Agreement are incorporated by reference into this Short Form Agreement. This Short Form Agreement is intended to be filed with the United States Patent and Trademark Office only, and does not modify,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

3. 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.

GRANTOR:

ELMER'S RESTAURANTS, INC., a Oregon corporation

By: 
Printed Name: Michael Chamberlin
Title: Chief Financial Officer

LENDER:

GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation

By: _____
Name: _____
Its: Authorized Signatory

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

GRANTOR:

ELMER'S RESTAURANTS, INC., a Oregon corporation

By: _____
Printed Name: _____
Title: _____

LENDER:

GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation

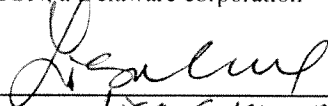
By:  _____
Name: W. A. EVERROAD
Its: Authorized Signatory

EXHIBIT A
INTELLECTUAL PROPERTY

MARK	CLASS(ES) Int'l/US: GOODS SERVICES	JURISDICTION	APPL./ SERIAL NO./RENE WAL NO. FILED DATE	REG. NO. DATE	STATUS COMMENTS
TAPROCK NORTHWEST GRILL	43/100: Restaurant Services	USA	77233757 07/19/07	3477746 07/29/08	Registered
TAPROCK	43/100, 101: Restaurant Services	USA	77233676 07/19/07	3442073 06/03/08	Registered
TAPROCK NORTHWEST GRILL	43/100: Restaurant Services	USA	77233657 07/19/07	3423963 05/06/08	Registered