

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement - Parity Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sizzling Platter, LLC		04/21/2011	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Trustee
Street Address:	625 Marquette Avenue
Internal Address:	11th Floor - MAC N9311-110
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3094809	SPAGHETTI MAMA'S
Registration Number:	2099536	HOPPERS
Registration Number:	2101637	HOPPERS
Registration Number:	2143533	HOPPERS
Registration Number:	2143520	HOPPERS GRILL & BREWING COMPANY
Registration Number:	1885429	WHAT A STEAK OUGHT TO BE
Registration Number:	1822895	RUBY RIVER
Registration Number:	1964873	RUBY RIVER
Registration Number:	1806606	RUBY RIVER STEAKHOUSE

CORRESPONDENCE DATA

Fax Number: (212)751-4864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-906-1200

900190170

**TRADEMARK
 REEL: 004528 FRAME: 0368**

CH \$240.00 3094809

Email: angela.amaru@lw.com
Correspondent Name: Angela M. Amaru c/o Latham & Watkins
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049351-0001
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	04/25/2011
Total Attachments: 5 source=sizzling platter TSA#page1.tif source=sizzling platter TSA#page2.tif source=sizzling platter TSA#page3.tif source=sizzling platter TSA#page4.tif source=sizzling platter TSA#page5.tif	

TRADEMARK SECURITY AGREEMENT (PARITY LIEN)

This **TRADEMARK SECURITY AGREEMENT (PARITY LIEN)** (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of April 21, 2011 is entered into by **SIZZLING PLATTER, LLC** (the "Grantor"), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as collateral trustee (in such capacity and together with its successors in such capacity, the "Collateral Trustee") for the Secured Parties.

WHEREAS, the Grantor, the Collateral Trustee and certain other parties as named therein have entered into that certain Parity Lien Pledge and Security Agreement, dated as of April 21, 2011 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, the Grantor, the Wells Fargo Bank, National Association, as Trustee under the Indenture (as defined therein), the Collateral Trustee and the other parties thereto from time to time have entered into that certain Collateral Trust Agreement, dated as of April 21, 2011 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Trust Agreement"); and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted to the Collateral Trustee for the ratable benefit of the Secured Parties a security interest in and Lien (as defined in the Collateral Trust Agreement) on all of the Grantor's right, title and interest in and to certain property of the Grantor, including certain Intellectual Property of the Grantor, and has agreed as a condition thereof to promptly execute and deliver to the Collateral Trustee this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Trustee as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in and Lien on all of the Grantor's right, title, and interest in and to the following, to the extent the following constitutes Collateral, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source or business identifiers, designs, all registrations and applications for any of the foregoing, including the U.S. registrations and applications referred to in Schedule A hereto (as such schedule may be amended or supplemented from time to time);

(b) all extensions or renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of and symbolized by the foregoing;

(d) all rights corresponding thereto throughout the world;

(e) the right to sue or otherwise recover for past, present and future infringement, dilution or other violations of any of the foregoing or for any injury to the related goodwill; and

(f) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would result in the unenforceability, voiding, invalidation or cancellation of such intent-to-use trademark application or any registration that issues therefrom under applicable federal law.

SECTION 3. PRECEDENCE. Notwithstanding anything herein to the contrary, the security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Trustee under the Pledge and Security Agreement and the security interest and the exercise of any right or remedy by the Collateral Trustee hereunder are subject to the provisions of the Collateral Trust Agreement. The rights and remedies of the Collateral Trustee with respect to the security interest granted hereby are set forth in the Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement or the Collateral Trust Agreement, the terms of the Pledge and Security Agreement or the Collateral Trust Agreement, as applicable, shall control.

SECTION 4. RECORDATION. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the provisions of the Pledge and Security Agreement pursuant to which the Collateral Trustee may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in or to any existing U.S. registrations and applications of Trademark Collateral or any U.S. registrations and applications of Trademark Collateral acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in or to any Trademark Collateral in which Grantor no longer has or claims any right, title or interest.


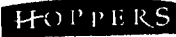
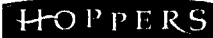
SECTION 6. Governing Law. THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS AGREEMENT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Trademark/ Image if any	Serial Number Filing Date	Registration Number Registration Date
1.	SPAGHETTI MAMA'S 	76/640,143 6/3/2005	3,094,809 5/23/2006
2.	HOPPERS 	75/195,496 11/12/1996	2,099,536 9/23/1997
3.	HOPPERS 	75/199,867 11/18/1996	2,101,637 9/30/1997
4.	HOPPERS	75/17,1722 9/16/1996	2,143,533 3/10/1998
5.	HOPPERS GRILL & BREWING COMPANY	75/166,960 9/16/1996	2,143,520 3/10/1998
6.	WHAT A STEAK OUGHT TO BE	74/449,789 10/22/1993	1,885,429 3/21/1995
7.	RUBY RIVER	74/391,851 5/4/1993	1,822,895 2/22/1994
8.	RUBY RIVER	74/386,284 5/4/1993	1,964,873 4/2/1996
9.	RUBY RIVER STEAKHOUSE	74/370,501 3/22/1993	1,806,606 11/23/1993