

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fox Restaurant Concepts LLC		06/10/2011	LIMITED LIABILITY COMPANY: ARIZONA

RECEIVING PARTY DATA

Name:	National Bank of Arizona
Street Address:	6001 North 24th Street
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85016
Entity Type:	National Banking Association: ARIZONA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3735320	MODERN STEAK
Registration Number:	3754342	FOX RESTAURANT CONCEPTS
Registration Number:	3578742	ZINBURGER WINE & BURGER BAR
Registration Number:	3582319	ZINBURGER WINE & BURGER BAR
Registration Number:	3620050	ZINBURGER
Registration Number:	3599080	BLANCO
Registration Number:	3485714	BLANCO TACOS + TEQUILA
Registration Number:	3340671	OLIVE & IVY
Registration Number:	3340670	OLIVE & IVY
Registration Number:	3791508	MODERN STEAK
Registration Number:	2580015	BLOOM NEW AMERICAN CUISINE

CORRESPONDENCE DATA

Fax Number: (602)382-6070

900194181

**TRADEMARK
 REEL: 004559 FRAME: 0714**

CH \$290.00 3735320

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

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ATTORNEY DOCKET NUMBER:	20448.0306
NAME OF SUBMITTER:	Alex Starkovich
Signature:	/Alex Starkovich/
Date:	06/10/2011

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of June 10, 2011, is among FOX RESTAURANT CONCEPTS LLC, an Arizona limited liability company (the "Debtor"), and NATIONAL BANK OF ARIZONA, a national banking association (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Borrower" means, collectively, those certain borrowers identified on Schedule 1 to this Agreement and incorporated herein by reference.

"Collateral" has the meaning set forth in Section 2.

"Copyright Office" means the United States Copyright Office.

"Credit Agreement" means, collectively, those certain loan agreements identified on Schedule 1 to this Agreement and incorporated herein by reference (as amended, modified, restated and renewed from time to time), pursuant to which the Secured Party, subject to the terms and conditions contained therein, is to make certain loans (the "Loans") to the Borrower.

"Excluded IP" means as defined in the Credit Agreement.

"Excluded Property" means (a) licenses, leases or other contracts to the extent that the granting of a security interest therein would constitute a breach thereof or is prohibited thereby and such prohibition is not ineffective under Sections 9-406(d), 9-407, 9-408 or 9-409 of the UCC; provided, further (x) all Accounts arising under such licenses, leases or other contracts shall be included in the Collateral and (y) the Collateral shall include all payments and other property received or receivable in connection with any sale or other disposition of such licenses, leases or other contracts; (b) the Excluded IP; and (c) any equity interests of Debtor in any limited liability company owned by Debtor.

"Obligations" means as defined in each Credit Agreement.

"PTO" means the United States Patent and Trademark Office.

“UCC” means the Uniform Commercial Code as in effect in the State of Arizona.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all”. To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(i) All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) All of Debtor's present and future United States registered copyrights and copyright registrations, including Debtor's United States registered copyrights and copyright registrations listed in Schedule A to this Agreement, all of Debtor's present and future United States applications for copyright registrations, including Debtor's United States applications for copyright registrations listed in Schedule B to this Agreement, and all of Debtor's present and future copyrights that are not registered in the Copyright Office including, without limitation, derivative works (collectively, the “Copyrights”), and any and all royalties, payments, and other amounts payable to Debtor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present,

and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(iii) All of Debtor's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;

(iv) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights;

(v) All patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(vi) The entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(vii) All general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(viii) All proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding anything in this Agreement or in the other Loan Documents to the contrary, the Collateral described in this Agreement shall not include any Excluded Property.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Credit Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Trademarks; Copyrights; Patents. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications, U.S. registered copyrights and copyright registrations owned by Debtor, and U.S. patents and patent applications or registrations owned by Debtor, in whole or in part, is set forth in Schedule A.

(b) Applications for Copyright Registration. A true and correct list of all of Debtor's United States applications for copyright registrations is set forth in Schedule B.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, Copyright Office, or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO or Copyright Office, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks or Copyrights, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or Copyrights, or renewal or extension of any trademark registration, any additional United States copyright registrations or applications therefor after the date hereof. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to unilaterally modify this Agreement by amending Schedule A or B to include any such new patent or trademark rights and any future United States registered copyrights or applications therefor of Debtor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A or B shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Arizona.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Credit Agreement.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO or Copyright Office.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

SECTION 15. WAIVER OF DEFENSES AND RELEASE OF CLAIMS. The undersigned hereby (i) represents that, as of the date hereof, neither the undersigned nor any affiliate or principal of the undersigned has any defenses to, or setoffs against, any Obligations owing by the undersigned, or

by the undersigned's affiliates or principals, to Bank or Bank's affiliates, nor any claims against Bank or Bank's affiliates for any matter whatsoever, related or unrelated to the Obligations, and (ii) releases Bank and Bank's affiliates, officers, directors, employees and agents from all claims, causes of action, and costs, in law or equity, known or unknown, whether or not matured or contingent, existing as of the date hereof, that the undersigned has or may have by reason of any matter of any conceivable kind or character whatsoever, related or unrelated to the Obligations, including the subject matter of this Agreement. The foregoing release does not apply, however, to claims for future performance of express contractual obligations that mature after the date hereof that are owing to the undersigned by Bank or Bank's affiliates. As used in this paragraph, the word "undersigned" does not include Bank or any individual signing on behalf of Bank. The undersigned acknowledges that Bank has been induced to enter into, or continue the Obligations by, among other things, the waivers and releases in this paragraph.

SECTION 16. Arbitration.

(a) As permitted by applicable law, each party waives their respective rights to a trial before a jury in connection with any Dispute (as "Dispute" is hereinafter defined), and Disputes shall be resolved by a judge sitting without a jury. If a court determines that this provision is not enforceable for any reason and at any time prior to trial of the Dispute, but not later than thirty (30) days after entry of the order determining this provision is unenforceable, any party shall be entitled to move the court for an order compelling arbitration and staying or dismissing such litigation pending arbitration ("Arbitration Order"). If permitted by applicable law, each party also waives the right to litigate in court or an arbitration proceeding any Dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.

(b) If a claim, dispute, or controversy arises between us with respect to this Agreement or any other Loan Document (all of the foregoing, a "Dispute"), and only if a jury trial waiver is not permitted by applicable law or ruling by a court, any of us may require that the Dispute be resolved by binding arbitration before a single arbitrator at the request of any party. By agreeing to arbitrate a Dispute, each party gives up any right that party may have to a jury trial, as well as other rights that party may have in court that are not available or are more limited in arbitration, such as the rights to discovery and to appeal.

Arbitration shall be commenced by filing a petition with, and in accordance with the applicable arbitration rules of, JAMS or National Arbitration Forum ("Administrator") as selected by the initiating party. If the parties agree, arbitration may also be commenced by appointment of a licensed attorney who is selected by the parties and who agrees to conduct the arbitration without an Administrator. Disputes include matters (a) relating to a deposit account, application for or denial of credit, enforcement of any of the obligations we have to each other, compliance with applicable laws and/or regulations, performance or services provided under any agreement by any party, (b) based on or arising from an alleged tort, or (c) involving either of our employees, agents, affiliates, or assigns of a party. However, Disputes do not include the validity, enforceability, meaning, or scope of this arbitration provision and such matters may be determined only by a court. Venue for the arbitration proceeding shall be at a location determined by mutual agreement of the parties or, if no agreement, in the city and state where Secured Party is headquartered.

After entry of an Arbitration Order, the non-moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration. The arbitrator: (i) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state of claim, or for full or partial summary judgment; (ii) will render a decision and any award applying applicable law; (iii) will give effect to any limitations period in determining any Dispute or defense; (iv) shall enforce the doctrines of compulsory counterclaim, res judicata, and collateral estoppel, if applicable; (v) with regard to motions and the arbitration hearing, shall apply rules of evidence governing civil cases; and (vi) not prevent any party from (A) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, property preservation orders, foreclosure, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver, (B) pursuing non-judicial foreclosure, or (C) availing itself of any self-help remedies such as setoff and repossession. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. This arbitration provision shall survive any termination, amendment, or expiration of this Agreement. If the terms of this provision vary from the Administrator's rules, this arbitration provision shall control.

(c) Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce jury and class action waivers in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, the mutual waivers, agreements, and certifications in this Section.

SECTION 17. Limitation on Amount Obligated; Contribution by Other Persons. Anything contained in this Agreement to the contrary notwithstanding, if any Fraudulent Transfer Law (as hereinafter defined) is determined by a court of competent jurisdiction to be applicable to the obligations of any Debtor under this Agreement, such obligations shall be limited to a maximum aggregate amount equal to the largest amount that would not render such Debtor's obligations under the Agreement subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law (collectively, the "Fraudulent Transfer Laws"), in each case after giving effect to all other liabilities of such Debtor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of such Debtor in respect of intercompany indebtedness, if any, to Borrower or any Subsidiary (as defined in the Credit Agreement) of Borrower to the extent that such indebtedness would be discharged in an amount equal to the amount paid by such Debtor under the Agreement pursuant to which the liability of Debtor under the Agreement is included in the liabilities taken into account in determining such maximum amount) and after giving effect as assets to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation, reimbursement, indemnification, or contribution of such Debtor pursuant to applicable law or pursuant to the terms of any agreement..

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

DEBTOR:

FOX RESTAURANT CONCEPTS, LLC, an Arizona limited liability company

By: FRC Management LLC, an Arizona limited liability company, Manager

By: _____
Name: Samuel Fox
Title: Manager

SECURED PARTY:

NATIONAL BANK OF ARIZONA, a national banking association

By: _____
Name: Michael Casa
Title: Vice President

[FRC IP Security Agreement (Facility 1)]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

DEBTOR:

FOX RESTAURANT CONCEPTS, LLC, an Arizona limited liability company

By: FRC Management LLC, an Arizona limited liability company, Manager

By: _____

Name: Samuel Fox

Title: Manager

SECURED PARTY:

NATIONAL BANK OF ARIZONA, a national banking association

By: _____

Name: Michael Casa

Title: Vice President

[FRC IP Security Agreement (Facility 1)]

SCHEDULE A
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Debtor: Fox Restaurant Concepts LLC

U.S. Trademarks of Debtor

Registration No	Registration Date	Registered Owner	Mark
3,735,320	January 5, 2010	Fox Restaurant Concepts LLC	MODERN STEAK
3,754,342	March 2, 2010	Fox Restaurant Concepts LLC	FOX RESTAURANT CONCEPTS
3,578,742	February 24, 2009	Fox Restaurant Concepts LLC	ZINBURGER WINE & BURGER BAR
3,582,319	March 3, 2009	Fox Restaurant Concepts LLC	ZINBURGER WINE & BURGER BAR
3,620,050	May 12, 2009	Fox Restaurant Concepts LLC	ZINBURGER
3,599,080	March 31, 2009	Fox Restaurant Concepts LLC	BLANCO
3,485,714	August 12, 2008	Fox Restaurant Concepts LLC	BLANCO TACOS + TEQUILA
3,340,671	November 20, 2007	Fox Restaurant Concepts LLC	OLIVE & IVY
3,340,670	November 20, 2007	Fox Restaurant Concepts LLC	OLIVE & IVY
3,791,508	May 18, 2010	Fox Restaurant Concepts LLC	MODERN STEAK
2,580,015	June 11, 2002	Fox Restaurant Concepts LLC	BLOOM NEW AMERICAN CUISINE

SCHEDULE B

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Applications

None

SCHEDULE 1

BORROWERS AND CREDIT AGREEMENT

<u>Borrower</u>	<u>Credit Agreement</u>	<u>Initial Principal Amount of Loan</u>
Fox Restaurant Concepts LLC FRC Management LLC	Revolving and Term Loan Agreement dated of even date herewith	Term Loan : \$3,768,000 Revolving Loan: \$1,000,000
FRC Blanco Borgata LLC	Loan Agreement dated of even date herewith	Term Loan: \$700,000
FRC Boutique Restaurants LLC	Loan Agreement dated of even date herewith	Term Loan: \$528,000 Line of Credit: \$1,335,000
FRC Modern Steak Scottsdale LLC	Loan Agreement dated of even date herewith	Term Loan \$1,608,000
La Encantada Group LLC	Loan Agreement dated of even date herewith	Term Loan: \$860,000
North Restaurants LLC	Loan Agreement dated of even date herewith	Term Loan: \$160,000 Line of Credit: \$3,000,000
Sauce LLC	Loan Agreement dated of even date herewith	Term Loan: \$725,000
The Waterfront Market LLC	Loan Agreement dated of even date herewith	Term Loan: \$1,016,000