

## 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
BLACK ANGUS STEAKHOUSES, LLC		09/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3836093	BULLSEYE BAR	
Registration Number:	3849180	BB HI-DEFF FOOD, DRINKS AND SPORTS!	
Registration Number:	3185340	I LIKE IT LIKE THAT!	
Registration Number:	3182332	BA	
Registration Number:	2161727	SA	
Registration Number:	1152752	STUART ANDERSON'S BLACK ANGUS	
Registration Number:	1464994		
Registration Number:	1255615	STUART ANDERSON'S	
Registration Number:	1173706	STUART ANDERSON'S BLACK ANGUS/CATTLE COMPANY RESTAURANTS	
Registration Number:	1063552	STUART ANDERSON'S CATTLE COMPANY	
CORRESPONDENCE DATA			
Fax Number:	3128637806		

OP \$265.00 3836093

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-863-7198  
Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher  
Address Line 1: Goldberg Kohn Ltd.  
Address Line 2: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6262.009
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	09/07/2012

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of September 7, 2012, by and between BLACK ANGUS STEAKHOUSES, LLC, a Delaware limited liability company ("Grantor"), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent for certain secured parties ("Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as September 7, 2012 by and among Grantor, the other Credit Parties party thereto, Collateral Agent, the Persons signatory thereto from time to time as lenders (the "Lenders") and Goldman Sachs Bank USA as Administrative Agent for the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to Grantor;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of September 7, 2012 by and among Grantor, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks owned by Grantor, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more

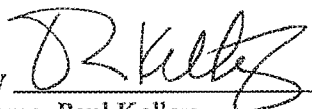
fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BLACK ANGUS STEAKHOUSES, LLC**, a  
Delaware limited liability company, as Grantor

By   
Name Paul Kelley  
Title Vice President and Chief Financial Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004857 FRAME: 0653**


IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLACK ANGUS STEAKHOUSES, LLC, a  
Delaware limited liability company, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA, as Collateral  
Agent

By:  \_\_\_\_\_  
Name: Stephen W. Hipp  
Title: Authorized Signatory

Schedule A to Trademark Security Agreement

Registered Trademarks

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
BULLSEYE BAR	3836093	08/17/10
BB HI-DEFF FOOD, DRINKS AND SPORTS!	3849180	09/21/10
I LIKE IT LIKE THAT!	3185340	12/19/06
BA	3182332	12/12/06
SA	2161727	06/02/98
STUART ANDERSON'S BLACK ANGUS	1152752	04/28/81
None (Design only)	1464994	11/10/87
STUART ANDERSON'S	1255615	10/25/83
STUART ANDERSON'S BLACK ANGUS/CATTLE COMPANY RESTAURANTS	1173706	10/13/81
STUART ANDERSON'S CATTLE COMPANY	1063552	04/12/77