

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BL Restaurant Operations, LLC		11/14/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85642613	ROCK THE TOT	
Serial Number:	85687316	EAT·DRINK·BE HAPPY	
Serial Number:	74390071	BAR LOUIE	
Serial Number:	77093582	BAR LOUIE	
Serial Number:	77091325	BAR LOUIE	
Serial Number:	77091343	EAT · DRINK · BE HAPPY	
Serial Number:	85766279		
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S, Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		

900238826

TRADEMARK
 REEL: 004901 FRAME: 0624

CH \$190.00 85642613

Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1350

NAME OF SUBMITTER: Scott Kareff (014951-1350)

Signature: /kc for sk/

Date: 11/15/2012

Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of November 14, 2012, by BL Restaurant Operations, LLC ("Grantor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for the Secured Parties (together with its successor and assigns in such capacity, the "Grantee").

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November [14], 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent, as the Collateral Agent for itself and the Lenders.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in Trademarks, together with all goodwill associated therewith and symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

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


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

BL RESTAURANT OPERATIONS, LLC

By: 
Name: Tamara Bebb
Title: CFO

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Company</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Assignees</u>
BL Restaurant Operations, LLC	ROCK THE TOT	85642613	6/4/2012		
BL Restaurant Operations, LLC	EAT-DRINK-BE HAPPY	85687316	6/26/2012		
BL Restaurant Operations, LLC	BAR LOUIE	74390071	5/7/1993	2/22/1994	BMO Capital Markets Financing, Inc. recorded at 4228/0639 and unreleased Restated Trademark Collateral Security and Pledge Agreement recorded at 4228/0648
BL Restaurant Operations, LLC	BAR LOUIE	77093582	1/29/2007	10/09/2007	BMO Capital Markets Financing, Inc. recorded at 4228/0639 and unreleased Restated Trademark Collateral Security and Pledge Agreement recorded at 4228/0648
BL Restaurant Operations, LLC	BAR LOUIE and Design 	77091325	1/25/2007	10/09/2007	BMO Capital Markets Financing, Inc. recorded at 4228/0639 and unreleased Restated Trademark Collateral Security and Pledge Agreement recorded at 4228/0648

BL Restaurant Operations, LLC	EAT - DRINK - BE HAPPY	77091343	1/25/2007	10/30/2007	BMO Capital Markets Financing, Inc. recorded at 4228/0639 and unreleased Restated Trademark Collateral Security and Pledge Agreement recorded at 4228/0648
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BL Restaurant Operations, LLC	MARTINI GLASS Design	85766279	10/29/2012	
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