FORM PTO 1594
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

10-07-1999

101163684

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commission attached original documents or copy thereof.

1. Name of conveying party(ies):
BUCA, Inc.

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- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association

Internal Address:

Street Address: 601 Second Avenue South

City: Minneapolis State: MN ZIP: 55402

- ☐ Individual(s)
- ☒ Association a national banking association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached ☐ Yes ☒ No

3. Nature of conveyance:
- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: September 27, 1999

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s): 2,139,003; 2,133,290; and 2,058,534

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Devan V. Padmanabhan

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41). . . . . $ 90.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

04-1420

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Devan V. Padmanabhan
Name of person Signing

Signature Reg. No. 38,262

Sept. 30, 1999
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

10/05/1999 MTHAI1 00000024 2139003

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

MRD 10-4-99

COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated as of September 27, 1999, is made and given by BUCA, INC., a Minnesota corporation (the "Assignor") to U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Assignee"), as agent for the banks (the "Banks") party from time to time to the Credit Agreement defined below.

RECITALS

A. The Assignor and U.S. Bank National Association ("USBNA") have entered into a Credit Agreement dated as of February 5, 1999 (the "Existing Credit Agreement") pursuant to which USBNA extended to the Assignor certain credit accommodations.

B. In connection with the Existing Credit Agreement and pursuant to a Collateral Assignment of Trademarks dated as of February 5, 1999 between Assignor and USBNA (the "Existing Assignment"), the Assignor assigned certain trademarks to USBNA to secure the obligations of the Assignor to USBNA under the Existing Credit Agreement.

C. The Assignor has requested USBNA to amend and restate the Existing Credit Agreement pursuant to a Credit Agreement dated as of the date hereof by and among the Assignor, the Assignee, the Co-Agent and the Banks (as so amended and restated, and as the same may be amended, restated or otherwise modified from time to time, the "Credit Agreement").

D. It is a condition precedent to the obligation of the Assignee and the Banks to extend credit accommodations pursuant to the terms of the Credit Agreement that this Assignment, amending and restating the Existing Assignment, be executed and delivered by the Grantor.

E. The Assignor has pledged and granted to the Assignee for itself and the benefit of the Banks a security interest in the property described in a Security Agreement of even date herewith (as the same may be amended, supplemented, extended, restated or otherwise modified from time to time, the "Security Agreement") by and between Assignor and Assignee, which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, copyrights, patents, inventions and trade secrets.

F. In order to induce the Assignee and the Banks to enter into the Credit Agreement and extend the credit accommodations to the Assignor thereunder, and in order to secure the payment and performance of (i) all liabilities and obligations of the Assignor to the Assignee and the Banks arising under the Credit Agreement, whether now existing or hereafter arising; and (ii) all liabilities and obligations of the Assignor to the Assignee and the Banks under the Security Agreement or any other Loan Document (as such term is defined in the Credit Agreement), whether now existing or hereafter at any time arising (the liabilities and obligations set forth in the preceding clauses (i) and (ii) being hereinafter referred to as the "Obligations"), the Assignor is willing to enter into this Assignment.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee and the Banks to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor does hereby assign all of its right, title and interest in and to all of the present trademarks and trade names and the registrations and applications therefor owned by the Assignor (the "Trademarks"), including but not limited to those set forth on Exhibit A hereto, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks to the Assignee for itself and the benefit of the Banks, said Trademarks to be held and enjoyed by the Assignee, and for its legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor during the continuance of such Event of Default of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of such acceptance.

2. The Assignor hereby covenants and warrants that:

(a) to the best of the Assignor's knowledge, the Trademarks listed on Exhibit A hereto are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Assignor's knowledge, each of the Trademarks listed on Exhibit A hereto is valid and enforceable;

(c) except as set forth in Schedule 4.12 to the Credit Agreement, no pending claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no pending claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

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(d) the Assignor will be, until the Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, in substantial compliance with statutory notice requirements relating to its use of the Trademarks;

(e) except as set forth in Schedule 4.12 to the Credit Agreement, to the best of the Assignor's knowledge, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A hereto, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons, except the interests of the Assignee under, and the liens created under, this Agreement, liens, charges and encumbrances permitted by the Credit Agreement and licenses listed on Exhibit B hereto;

(f) the Trademarks listed on Exhibit A hereto are all of the Trademarks registrations and applications therefor now owned by the Assignor; and

(g) the Assignor will, at any time upon request of the Assignee, communicate to the Assignee, its successors and assigns, any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is inconsistent with its obligations under this Assignment.

4. If, before the Obligations shall have been satisfied in full, the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment. Section 1 hereof shall automatically apply thereto and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment, without the consent of the Assignor, by amending Exhibit A hereto to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit B hereto or otherwise with the Assignee's prior written consent, and except as permitted by Section 6.2 or 6.14 of the Credit Agreement. Upon any sale or assignment of any of the Trademarks permitted by Section 6.2 of the Credit Agreement, such Trademarks shall be considered, automatically and without any further action on the part of the Assignor or the Assignee, to be released from the interests of the Assignee under, and the lien of, this Agreement, and the Assignee shall, upon the request and at the expense of the Assignor, execute and deliver to the

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Assignor such documents, in recordable form, as the Assignor shall reasonably request evidencing such release.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents reasonably requested by Assignee to facilitate the purposes of this Assignment, including but not limited to documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Credit Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant to this Assignment or the Loan Documents.

7. The Assignor shall have the duty, through counsel reasonably acceptable to the Assignee, (i) to prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms; provided, that, subject to the final sentence of this Section 7, the Assignor may abandon any such application upon thirty days' written notice to the Assignee, (ii) to make application on those trademarks and tradenames which are unregistered but capable of being registered and which a prudent person would reasonably cause to be registered and (iii) to preserve and maintain all rights in all Trademarks which a prudent person would reasonably preserve and maintain. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any application presently pending that constitutes a Trademark without the written consent of the Assignee, unless under circumstances in which a prudent person would determine so to abandon such application.

8. Upon the occurrence and during the continuance of an Event of Default, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name or the name of the Assignor to enforce or to defend the Trademarks and any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents reasonably required by the Assignee in aid of such enforcement or defense (including without limitation participation as a plaintiff or defendant in any proceeding) and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable out-of-pocket costs and expenses incurred by the Assignee in the exercise of its rights under this Section, including reasonable attorneys fees and expenses.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee for itself and the benefit of the Banks pursuant to the Security Agreement.

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10. No course of dealing with the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be enforceable by and binding upon the Assignee and its successors, transferees and assigns, and the Assignor and its successors and assigns.

14. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws (without giving effect to the conflicts of law principles thereof) of (i) any state as to rights or interests hereunder which arise under the laws of such state, (ii) the United States of America as to rights and interests hereunder which are registered or for the registration of which application is pending with the United States Patent and Trademark Office and (iii) the State of Minnesota in all other respects. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto. In the event of any conflict within, between or among the provisions of this Assignment, any other Loan Document or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto, those provisions giving the Assignee the greater right shall govern.

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IN WITNESS WHEREOF, the Assignor has executed this instrument as of the date first above written

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BUCA, Inc.

By _____
Title CFO

Address for the Assignor:

Attention: Greg A. Gadel
1300 Nicollet Avenue
Suite 3043
Minneapolis, MN 55403

Telephone No.: (612) 288-2382
Telecopier No.: (612) 827-6446

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EXHIBIT A TO
COLLATERAL ASSIGNMENT
OF TRADEMARKS

TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date	Country
BUCA DI BEPPO	2139003	2/24/98	USA
BEPPO	2133290	1/27/98	USA
BUCA	2058534	5/6/97	USA

TRADEMARK APPLICATIONS

Trademark	Ser. No.	Appl. Date	Country
None			

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EXHIBIT B TO
COLLATERAL ASSIGNMENT
OF TRADEMARKS

Licenses

None.