

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
Bertucci's, Inc.		07/17/2007	CORPORATION: MASSACHUSETTS
Bertucci's Restaurant Corp.		07/17/2007	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as Collateral Agent
Street Address:	299 Park Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	78496927	BEARTUCCI
Serial Number:	76425939	BERTUCCI'S
Serial Number:	78201520	BERTUCCI'S
Registration Number:	2994400	BERTUCCI'S
Registration Number:	1624185	BERTUCCI'S BRICK OVEN PIZZERIA
Registration Number:	1775370	BERTUCCI'S BRICK OVEN PIZZERIA
Registration Number:	3033939	BERTUCCI'S BRICK OVEN RISTORANTE
Registration Number:	2071478	BERTUCCI'S LITE
Registration Number:	2779181	COME EAT AT OUR HOUSE
Registration Number:	2419042	DINE OUT. OF THE ORDINARY.
Registration Number:	2857891	EVERYBODY EATS WHEN THEY COME TO OUR HOUSE
Registration Number:	2069049	FOOD DOES NOT LIE
Serial Number:	78407151	KEEPERS OF THE FLAME

CH \$640.00 78496927

Registration Number:	2517121	MENUCCI
Serial Number:	75845916	MENUCCI
Serial Number:	76190804	MENUCCI
Registration Number:	2073629	
Registration Number:	2066943	
Registration Number:	2156917	OUR BRICK OVEN MAKES IT BETTER.
Registration Number:	2147767	SAL AND VINNIE'S SICILIAN STEAKHOUSE
Registration Number:	2152406	TUSCANY BALLROOM
Registration Number:	2401420	VINNY TESTA'S
Registration Number:	2531808	VINNY TESTA'S
Registration Number:	2805569	VINNY T'S OF BOSTON
Serial Number:	78765712	WHAT'S NOT TO LOVE?

CORRESPONDENCE DATA

Fax Number: (404)685-5137
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2137
Email: lashanajimmar@paulhastings.com
Correspondent Name: LaShana C. Jimmar, Sr. Paralegal
Address Line 1: 600 Peachtree Street, NE , Suite 2400
Address Line 2: Paul, Hastings, Janofsky & Walker, LLP
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	07/17/2007

Total Attachments: 13
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of July, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors, and assigns, if any, in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Financing Agreement dated as of July 17, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Financing Agreement") by and among Bertucci's Corporation, a Delaware corporation (the "Parent"), Bertucci's, Inc., a Massachusetts corporation ("BI"), Bertucci's Franchise Corp., a Delaware corporation ("BFC"), Bertucci's Cherry Hill LLC, New Jersey limited liability company ("BCH"), Bertucci's Restaurant Corp., a Massachusetts corporation, Vinny T's Acquisition Corporation, a Delaware corporation ("VTAC"), Vinny T's Restaurant Corp., a Minnesota corporation ("VTRC"), Bertucci's of Montgomery County, Inc., a Maryland corporation ("BMC"), Bertucci's of Anne Arundel County, Inc., a Maryland corporation ("BAAC"), Bertucci's of Columbia, a Maryland corporation ("BC"), Bertucci's of Baltimore County, Inc., a Maryland corporation ("BBC"), Bertucci's of Bel Air, Inc., a Maryland corporation ("BBA"), Bertucci's of White Marsh, Inc., a Maryland corporation ("BWM"), and together with the Parent, BI, BFC, BCH, BRC, VTAC, VTRC, BMC, BAAC, BC, BBC, and BBA, individually and collectively, jointly and severally, the "Borrower", each Subsidiary of the Parent from time to time party thereto as a "Guarantor" (each a "Guarantor" and collectively, jointly and severally, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent, and Ableco, as administrative agent for the Lenders (in such capacity, together with any successor administrative agent, the "Administrative Agent" and together with the Collateral Agent, each an "Agent" and collectively, the "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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 or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing first priority security interest (subject only to Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a

whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to the Loan Documents in any Collateral and the exercise of any right or remedy by the Collateral Agent with respect to any Collateral hereunder or any other Loan Document are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement with respect to (a) the priority of liens and security interests granted to the Collateral Agent in the Collateral pursuant to the Loan Documents or (b) the rights of the Collateral Agent or any Lender under this Agreement, the terms of the Intercreditor Agreement shall govern and control as between the Collateral Agent and the Lenders, on the one hand, and the First Lien Agent and the Lenders (as defined in the First Lien Credit Agreement) on the other hand.

[signature page follows]

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

GRANTORS:

BERTUCCIS, INC., a Massachusetts corporation

By: _____

Name: David G. Lloyd

Title: Chief Financial Officer

BERTUCCI'S RESTAURANT CORP., a Massachusetts corporation

By: _____

Name: David G. Lloyd

Title: Chief Financial Officer

COLLATERAL AGENT:

ABLECO FINANCE LLC, as Collateral Agent

By: _____

Name:

Title:

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

GRANTORS:

BERTUCCP'S, INC., a Massachusetts corporation

By: _____

Name: David G. Lloyd

Title: Chief Financial Officer

BERTUCCP'S RESTAURANT CORP., a Massachusetts corporation


By: _____

Name: David G. Lloyd

Title: Chief Financial Officer

COLLATERAL AGENT:

ABLECO FINANCE LLC, as Collateral Agent

By:  _____

Name:

Title:

SCHEDULE I

(see attached)

Bertucci's Restaurant Corp.

7/16/2007

Mark Name	Country	Status SubStatus	Application Number / Date	Registration Number / Date	Next Action Due
BEARTUCCI	United States	INACTIVE ABANDONED	78/496927 10/8/2004		STMNT OF USE - 4TH EXT. 12/20/2007

Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 28
Plush toys.
Class 43
Restaurant services.

BERTUCCI'S

United States FILED 76/425939
6/27/2002

Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 29
Frozen prepared entrees, dinners and meals consisting primarily of meats, vegetables, and/or cheeses.
Class 30
Frozen pizza and frozen prepared entrees, dinners and meals consisting primarily of pastas and/or rices.

BERTUCCI'S

United States REGISTERED 78/201520
1/9/2003 3,181,474
8&15 AFFIDAVIT DUE 12/5/2012
12/5/2006

Class(es)/Goods

Owner: Bertucci's Inc.

Class 30
Pizza and tomato sauce.

BERTUCCI'S

United States REGISTERED 78/346238
12/29/2003 2,994,400
8&15 AFFIDAVIT DUE 9/13/2011
9/13/2005

Class(es)/Goods

Owner: Bertucci's Inc.

Class 43
Restaurant services

Bertucci's Restaurant Corp.

7/16/2007

Mark Name	Country	Status SubStatus	Application Number / Date	Registration Number / Date	Next Action Due
BERTUCCI'S BRICK OVEN PIZZERIA	United States	REGISTERED	73/810492 7/3/1989	1,624,185 11/20/2000	RENEWAL DUE 11/20/2010

Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 42
Restaurant services.

BERTUCCI'S BRICK OVEN PIZZERIA	United States	INACTIVE ABANDONED	74/165401 5/10/1991	1,775,370 6/8/1993	
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Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 30

Prepared food products; namely, pizza and other Italian food specialties.

BERTUCCI'S BRICK OVEN RISTORANTE	United States	REGISTERED	76/618906 11/2/2004	3,033,939 12/27/2005	8&15 AFFIDAVIT DUE 12/27/2011
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Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 43
Restaurant services.

BERTUCCI'S LITE	United States	INACTIVE ABANDONED	75/084110 4/5/1996	2,071,478 6/17/1997	
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Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 32
Beer.

Bertucci's Restaurant Corp.

7/16/2007

Mark Name	Country	Status SubStatus	Application Number / Date	Registration Number / Date	Next Action Due
COME EAT AT OUR HOUSE	United States	REGISTERED	76/425,932 6/27/2002	2779181 11/4/2003	8&15 AFFIDAVIT DUE 11/4/2009

Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 42
Restaurant services.

DINE OUT. OF THE ORDINARY	United States	INACTIVE ABANDONED	75/845,691 11/10/1999	2,419,042 1/9/2001	RENEWAL DUE 1/9/2011
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Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 42
Restaurant services.

EVERYBODY EATS WHEN THEY COME TO OUR HOUSE	United States	REGISTERED	78/201449 1/9/2003	2,857,891 6/29/2004	8&15 AFFIDAVIT DUE 6/29/2010
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Class(es)/Goods

Owner: Bertucci's Inc.

Class 42
Restaurant services.

FOOD DOES NOT LIE	United States	INACTIVE ABANDONED	75/067,719 3/5/1996	2,069,049 6/10/1997	
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Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 42
Restaurant services.

Bertucci's Restaurant Corp.

7/16/2007

Mark Name	Country	Status SubStatus	Application Number / Date	Registration Number / Date	Next Action Due
KEEPERS OF THE FLAME	United States	INACTIVE	78/407151		
		ABANDONED	4/23/2004		

Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 43
Restaurant services featuring Italian cuisine.

MENUCCI	United States	REGISTERED	76/185,708	2,517,121	8&15 AFFIDAVIT DUE 12/11/2007
			12/26/2000	12/11/2001	

Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 30
Pizza.

MENUCCI	United States	INACTIVE	75/845916		
		ABANDONED	11/10/1999		

Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 42
Restaurant services.

MENUCCI	United States	INACTIVE	76/190804		
		ABANDONED	1/8/2001		

Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 42
Restaurant services.

Bertucci's Restaurant Corp.

7/16/2007

Mark Name	Country	Status SubStatus	Application Number / Date	Registration Number / Date	Next Action Due
OLIVE DESIGN	United States	INACTIVE ABANDONED	75/099,134 5/6/1999	2,073,629 6/24/1997	Trademark Renewal Deadline 12/24/2007

Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 29

Prepared entrees consisting primarily of meat, fish, poultry or vegetables.

Class 30

Prepared entrees consisting primarily of pasta, pizza or rice.

OLIVE DESIGN

United States	INACTIVE	75/098,868	2,066,943
	ABANDONED	5/6/1996	6/3/1997

Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class

Food items sold in a restaurant.

OUR BRICK OVEN MAKES IT BETTER

United States	INACTIVE	75/303,247	2,156,917
	ABANDONED	6/5/1997	5/12/1998

RENEWAL DUE 5/12/2008

Class(es)/Goods

Owner: Bertucci's Restaurant Corporation

Class 42

For restaurant services.

SAL AND VINNIE'S SICILIAN STEAKHOUSE AND DESIGN

United States	INACTIVE	75/277557	2,147,767
	ABANDONED	4/21/1997	3/31/1998

Trademark Renewal 3/31/2008

Class(es)/Goods

Owner: Sal & Vinnie's Sicilian Steakhouse

Class 42

For restaurant services.

Bertucci's Restaurant Corp.

7/16/2007

Mark Name	Country	Status SubStatus	Application Number / Date	Registration Number / Date	Next Action Due
TUSCANY BALLROOM AND DESIGN	United States	INACTIVE ABANDONED	75/276,717 4/18/1997	2,152,406 4/21/1998	Trademark Renewal 4/21/2008

Class(es)/Goods

Owner: Sal & Vinnie's Sicilian Steakhouse

Class 41

For: Special events and functions facility services, including weddings, parties, bar mitzvahs and meetings.

VINNY TESTA'S	United States	REGISTERED	75/641539 2/16/1999	2,401,420 11/7/2000	8&9 RENEWAL DUE 11/7/2010
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Class(es)/Goods

Owner: BUCA Restaurants 3, Inc.

Class 42

Restaurant services and bar services.

VINNY TESTA'S (AND DESIGN)	United States	REGISTERED	76/165288 11/15/2000	2,531,808 1/22/2002	8&15 AFFIDAVIT DUE 1/22/2008
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Class(es)/Goods

Owner: BUCA Restaurants 3, Inc.

Class 42

Restaurant services and bar services.

VINNY T'S OF BOSTON	United States	REGISTERED	76/409735 5/20/2002	2,805,569 1/13/2004	8&15 AFFIDAVIT DUE 1/13/2010
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Class(es)/Goods

Owner: BUCA Restaurants 3, Inc.

Class 43

Restaurant services.

Bertucci's Restaurant Corp.

7/16/2007

Mark Name	Country	Status SubStatus	Application Number / Date	Registration Number / Date	Next Action Due
WHAT'S NOT TO LOVE?	United States	FILED	78/765712 12/2/2005		

Class(es)/Goods

Class 30
Pizza.
Class 43
Restaurant and take-out services.

Owner: Bertucci's Restaurant Corporation

25 case(s)