

11-29-2004

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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

11-23-04

1. Name of conveying party(ies):

Buca, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 11/14/2004

2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal

Address: 2450 Colorado Ave. Suite 3000 West

Street Address: _____

City: Santa Monica State: CA Zip: 90404

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State California

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

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

A. Trademark Application No.(s)

see attached

B. Trademark Registration No.(s)

see attached

Additional number(s) attached Yes No

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

Name: Ida Magin

Internal Address: CSC

Street Address: 80 State Street, 6th Floor

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 3.41).....\$ 440.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Ida Magin

Name of Person Signing

Signature

11/19/2004

Date

7

Total number of pages including cover sheet, attachments, and document:

11/26/2004 DBYRNE 00000074 2591040

01 FC:8521
02 FC:8522

40.00 M documents to be recorded with required cover sheet information to:
400.00 OP Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003082 FRAME: 0750

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
BUCA, Inc.	United States	BEPPPO	2,133,290	1/27/98
BUCA, Inc.	United States	BUCA	2,058,534	5/6/97
BUCA, Inc.	Denmark	BUCA	2,058,534	5/6/97
BUCA, Inc.	Denmark	BUCA	VR200201501	5/5/03
BUCA, Inc.	Finland	BUCA	228916	1/14/03
BUCA, Inc.	Germany	BUCA	362567	8/13/03
BUCA, Inc.	Iceland	BUCA	5070000	8/13/03
BUCA, Inc.	Ireland	BUCA	228900	2/14/03
BUCA, Inc.	Norway	BUCA	201800	11/13/03
BUCA, Inc.	Sweden	BUCA	302000	8/22/03
BUCA, Inc.	United Kingdom	BUCA	2523190	2/14/03
BUCA, Inc.	United States	BUCA DI BEPPO	2,139,003	1/27/98
BUCA, Inc.	Denlux	BUCA DI BEPPO	731006	2/14/03
BUCA, Inc.	Denmark	BUCA DI BEPPO	VR200501527	5/5/03
BUCA, Inc.	Finland	BUCA DI BEPPO	228916	1/14/03
BUCA, Inc.	Germany	BUCA DI BEPPO	362567	8/13/03
BUCA, Inc.	Iceland	BUCA DI BEPPO	5070000	8/13/03
BUCA, Inc.	Ireland	BUCA DI BEPPO	228900	2/14/03
BUCA, Inc.	Norway	BUCA DI BEPPO	201800	11/13/03
BUCA, Inc.	Sweden	BUCA DI BEPPO	362567	8/13/03
BUCA, Inc.	United Kingdom	BUCA DI BEPPO	2523190	2/14/03
BUCA, Inc.	United States	BUCA DI BEPPO and Design (Boot)	2,591,040	7/9/02
BUCA, Inc.	United States	BUCA DI BEPPO (Stylized)	2,591,041	7/9/02
BUCA, Inc.	United States	BUCA DI BEPPO and Design (Blade Sign)	2,597,809	7/23/02
BUCA, Inc.	United States	DESIGN (Cherubs & Bowl)	2,510,043	11/20/01
BUCA, Inc.	United States	DESIGN (Curtain)	2,510,045	11/20/01
BUCA, Inc.	United States	DESIGN (Framed Mama Portrait)	2,555,974	4/2/02
BUCA, Inc.	United States	DESIGN (Mama)	2,597,811	7/23/02
BUCA, Inc.	United States	DESIGN (Pouring Chianti Bottle)	2,560,687	4/9/02
BUCA, Inc.	United States	DESIGN (Smoking Cherub)	2,510,044	11/20/01
BUCA, Inc.	United States	DESIGN (Two People Toasting with Wine Glasses)	1,949,620	1/16/96
BUCA, Inc.	United States	VINNY TESTA'S	2,401,420	11/7/00
BUCA, Inc.	United States	VINNY TESTA'S & Design	2,531,808	1/22/02
BUCA, Inc.	United States	VINNY TESTA'S BAR RISTORANTE & Design	1,949,621	1/16/96
BUCA, Inc.	United States	VINNY T'S OF BOSTON	2,805,569	1/13/04

Trademark Licenses

None.

MI:1157357.01

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of November, 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (in such capacity, together with its permitted successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of November __, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among BUCA, Inc., a Minnesota corporation ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement 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 Agent, for the benefit of Lender Group and the Bank Product Provider, 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 and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest (subject 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 reissues, continuations, modifications, renewals or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, 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 AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

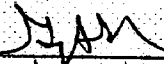
4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give Agent prompt (and in any event within 2 Business Days after acquiring or obtaining such Trademark Collateral) notice in writing of any additional United States trademarks, trademark applications, or renewal or extension of any trademark registration acquired or made after the date hereof. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. 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.

[signature page follows]

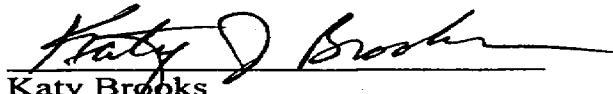
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BUCA, INC.,
a Minnesota corporation

By: 
Title: Executive Vice President
Chief Financial Officer
and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

WELLS FARGO FOOTHILL, INC.,
as Agent

By: 
Name: Katy Brooks
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
REEL: 003082 FRAME: 0755

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

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BUCA, Inc.	Benelux	BUCA	740067	2/14/03
BUCA, Inc.	Denmark	BUCA	VR200301526	5/5/03
BUCA, Inc.	Finland	BUCA	229852	3/15/04
BUCA, Inc.	Germany	BUCA	30308084	9/2/03
BUCA, Inc.	Iceland	BUCA	597/2003	8/1/03
BUCA, Inc.	Ireland	BUCA	226909	2/14/03
BUCA, Inc.	Norway	BUCA	221802	11/13/03
BUCA, Inc.	Sweden	BUCA	362658	8/22/03
BUCA, Inc.	United Kingdom	BUCA	2323790	2/14/03
BUCA, Inc.	United States	BUCA DI BEPPO	2,139,003	1/27/98
BUCA, Inc.	Benelux	BUCA DI BEPPO	731906	2/14/03
BUCA, Inc.	Denmark	BUCA DI BEPPO	VR200301527	5/5/03
BUCA, Inc.	Finland	BUCA DI BEPPO	228916	11/14/03
BUCA, Inc.	Germany	BUCA DI BEPPO	30308086	9/2/03
BUCA, Inc.	Iceland	BUCA DI BEPPO	598/2003	8/1/03
BUCA, Inc.	Ireland	BUCA DI BEPPO	226947	2/14/03
BUCA, Inc.	Norway	BUCA DI BEPPO	221801	11/13/03
BUCA, Inc.	Sweden	BUCA DI BEPPO	362567	8/22/03
BUCA, Inc.	United Kingdom	BUCA DI BEPPO	2323853	2/14/03
BUCA, Inc.	United States	BUCA DI BEPPO and Design (Boot)	2,591,040	7/9/02
BUCA, Inc.	United States	BUCA DI BEPPO (Stylized)	2,591,041	7/9/02
BUCA, Inc.	United States	BUCA DI BEPPO and Design (Blade Sign)	2,597,809	7/23/02
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