

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fox & Hound Restaurant Group		05/12/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ableco Finance LLC, as 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: 9

Property Type	Number	Word Mark
Registration Number:	2191854	BAILEY'S SPORTS GRILLE
Registration Number:	1935127	7 BAILEY'S SPORTS GRILLE
Registration Number:	2352054	QUALITY IS OUR PASSION
Registration Number:	2099517	FOX & HOUND
Registration Number:	2092808	SERIOUS FUN 7 BAILEY'S SPORTS GRILLE
Registration Number:	2740518	BAILEY'S SMOKEHOUSE & TAVERN
Registration Number:	2946288	BAILEY'S PUB & GRILLE
Registration Number:	2825963	BEST COCKTAIL PARTY IN TOWN - SEVEN DAYS A WEEK
Registration Number:	2983278	TOTAL ENTERTAINMENT - SEVEN DAYS A WEEK!

CORRESPONDENCE DATA

Fax Number: (213)996-3339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2136836339
 Email: claudiaimmerzeel@paulhastings.com

OP \$240.00 2191854

Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45140.00155
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	05/15/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of May, 2006, between FOX & HOUND RESTAURANT GROUP, a Delaware corporation ("Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company, in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among F&H Acquisition Corp., a Delaware corporation ("Parent"), each of Parent's Subsidiaries signatory thereto (such Subsidiaries, together with Parent, are referred to hereinafter collectively, as the "Borrowers"), the lenders from time to time 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; and

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 Grantor shall have executed and delivered to 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");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to 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, 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. Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of 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, extensions, modifications and renewals 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, without limitation, any claim by 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 Grantor to 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 Grantor.

4. 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, pursuant to the Security Agreement. 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.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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.


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. 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.

[Remainder of page intentionally left blank.]

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.

FOX & HOUND RESTAURANT GROUP,
a Delaware corporation

By: 
Name: James K. Zielke
Title: Secretary

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 003308 FRAME: 0849

AGENT:

ABLECO FINANCE LLC, a Delaware limited liability
company, as Agent

By: _____

Name: Kevin Genda

Title: Senior Vice President

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 003308 FRAME: 0850

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Federal Registrations

<u>Mark</u>	<u>Registration Number</u>
Bailey's Sports Grille	2,191,854
7 Bailey's Sports Grille (with design)	1,935,127
Quality Is Our Passion	2,352,054
Fox & Hound	2,099,517
Serious Fun 7 Bailey's Sports Grille (with design)	2,092,808
Bailey's Smokehouse & Tavern	2,740,518
Bailey's Pub & Grille	2,946,288
Best Cocktail Party In Town – Seven Days a Week	2,825,963
Total Entertainment – Seven Days a Week!	2,983,278

State Registrations

Fox & Hound	53966 (State of Texas)
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Assumed Names

Fox & Hound Pub & Grille
Fox & Hound English Pub & Grille
Fox & Hound Smokehouse & Tavern
Bailey's Pub & Grille
Bailey's Sports Grille
Bailey's Smokehouse & Tavern

The use of the "Bailey's" servicemarks (Registration No. 2,191,854; 1,935,127; 2,092,808; 2,740,518; 2,946,288) are subject the terms and conditions of that certain Settlement Agreement entered into between Fox & Hound Restaurant Group and R & A Bailey & Company on 12/10/2002 and approved by the Trademark Trial and Appeal Board.