

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
RYAN'S RESTAURANT GROUP, INC.		01/22/2008	CORPORATION:

**RECEIVING PARTY DATA**

Name:	CREDIT SUISSE, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK:

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1149189	RYAN'S FAMILY STEAK HOUSE
Registration Number:	1467753	RYAN'S FAMILY STEAK HOUSE
Registration Number:	1182501	R
Registration Number:	1458801	MEGA BAR
Registration Number:	1707396	RYAN'S
Registration Number:	2204197	SENSIBLE CHOICES
Registration Number:	2580030	FIRE MOUNTAIN
Registration Number:	3273364	FIRE MOUNTAIN HOT OFF THE GRILL!
Registration Number:	3267176	FIRE MOUNTAIN

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 714-540-1235  
 Email: ipdocket@lw.com, kristin.azcona@lw.com

OP \$240.00 1149189

Correspondent Name: LATHAM & WATKINS LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0153
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	01/29/2008

**Total Attachments: 27**

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**TRADEMARK SECURITY AGREEMENT** dated as of January 22, 2008 (this "**Agreement**"), among **BUFFETS, INC.**, a Minnesota corporation, as a debtor and debtor in possession under Chapter 11 of the Bankruptcy Code (the "**Borrower**"), **BUFFETS HOLDINGS, INC.**, a Delaware corporation, as a debtor and a debtor in possession under Chapter 11 of the Bankruptcy Code ("**Holdings**"), the subsidiaries of the Borrower listed on Schedule I hereto (the "**Subsidiary Parties**") and Credit Suisse, as Collateral Agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of January 22, 2008 (as amended, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among Holdings, the Borrower, the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Secured Super-Priority Debtor in Possession Credit Agreement dated as if January 22, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Holdings, the Borrower, the Lenders party thereto and Credit Suisse, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision

thereof, and all extensions or renewals thereof, including those listed on Schedule II (the “*Trademarks*”);

(b) the right to sue or otherwise recover for any and all past, present and future infringements and dilutions thereof,

(c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements and dilutions thereof), and

(d) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above, provided that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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BUFFETS HOLDINGS, INC.

by:   
Name: **A. Keith Wall**  
Title: **EVP, Chief Financial Officer**

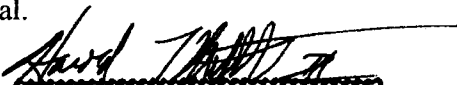
State of ~~New York~~ Minnesota )  
 ) ss.  
County of Dakota )

On January 22, 2008 before me, Harold T. Mitchell III personally appeared A. Keith Wall, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

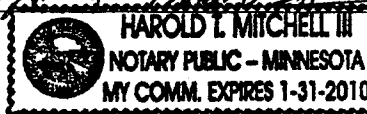
I certify under ~~PENALTY OF PERJURY~~ under the laws of the State of ~~New York~~ <sup>Minnesota</sup> that the foregoing paragraph is true and correct.

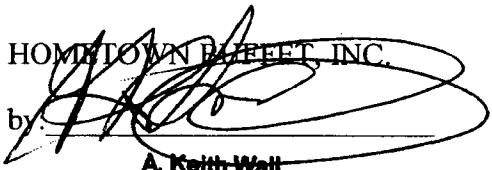
WITNESS my hand and official seal.

Signature



(Seal)



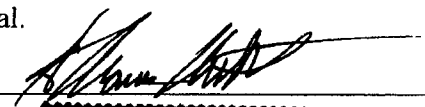
HOMETOWN BEEF, INC.  
by:   
Name: **A. Keith Wall**  
Title: **EVP, Chief Financial Officer**

State of ~~New York~~ Minnesota )  
County of Dakota ) ss.

On January 22, 2008 before me, Harold T. Mitchell III, personally appeared A. Keith Wall, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under ~~PENALTY OF PERJURY~~ under the laws of the State of ~~New York~~ <sup>Minnesota</sup> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)







OCB RESTAURANT COMPANY, LLC

by:

*[Signature]*  
Name: **A. Keith Wall**  
Title: **Chief Finance Manager**

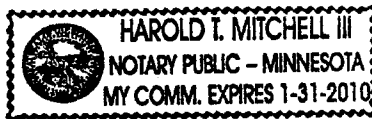
State of ~~New York~~ Minnesota )  
 ) ss.  
County of Dakota )

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I certify ~~under PENALTY OF PERJURY~~ under the laws of the State of <sup>Minnesota</sup> ~~New York~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



BUFFETS FRANCHISE HOLDINGS, LLC

by: \_\_\_\_\_

Name: **A. Keith Wall**  
Title: **Chief Finance Manager**

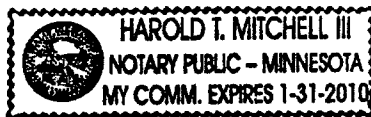
State of ~~New York~~ Minnesota )  
 ) ss.  
County of Dakota )

On January 22, 2008 before me, Harold T. Mitchell III, personally appeared A. Keith Wall, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify ~~under PENALTY OF PERJURY~~ under the laws of the State of ~~New York~~ <sup>Minnesota</sup> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Harold T. Mitchell III (Seal)



BUFFETS LEASING COMPANY, LLC

by:

Name: **A. Keith Wall**  
Title: **Chief Finance Manager**

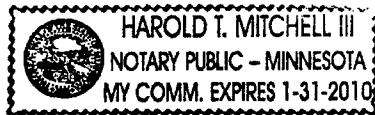
State of ~~New York~~ Minnesota )  
County of Dakota ) ss.

On January 22, 2008 before me, Harold T. Mitchell III, personally appeared A. Keith Wall, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify ~~under PENALTY OF PERJURY~~ under the laws of the State of <sup>Minnesota</sup> ~~New York~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Harold T. Mitchell III (Seal)



RYAN'S RESTAURANT GROUP, INC.

by

Name: **A. Keith Wall**  
Title: **EVP, Chief Financial Officer**

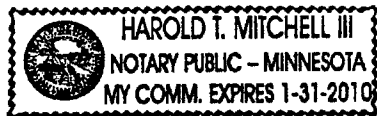
State of ~~New York~~ Minnesota )  
 ) ss.  
County of Dakota )

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WITNESS my hand and official seal.

Signature *Harold T. Mitchell III* (Seal)



RYAN'S RESTAURANT LEASING COMPANY,  
LLC

by:



Name: **A. Keith Wall**  
Chief Finance Manager  
Title:

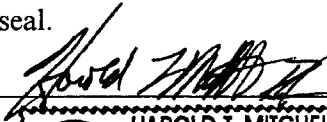
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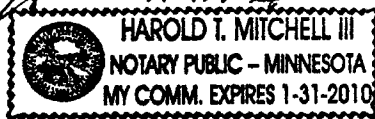
I certify ~~under PENALTY OF PERJURY~~ under the laws of the State of ~~New York~~ <sup>Minnesota</sup> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



RYAN'S RESTAURANT MANAGEMENT  
GROUP, LLC

by:

  
Name: **A. Keith Wall**  
Title: **Chief Finance Manager**

State of ~~New York~~ Minnesota )  
County of Dakota ) ss.

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WITNESS my hand and official seal.

Signature  (Seal)



HOMETOWN LEASING COMPANY, LLC

by: [Signature]

Name: **A. Keith Wall**  
Title: **Chief Finance Manager**

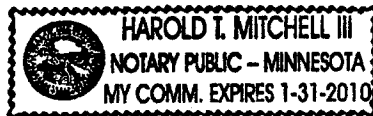
State of ~~New York~~ Minnesota )  
 ) ss.  
County of Dakota )

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WITNESS my hand and official seal.

Signature [Signature] (Seal)



OCB LEASING COMPANY, LLC

by: [Signature]

Name: **A. Keith Wall**  
Title: **Chief Finance Manager**

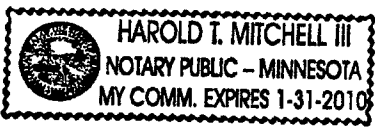
State of ~~New York~~ Minnesota )  
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County of Dakota )

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WITNESS my hand and official seal.

Signature [Signature] (Seal)





FIRE MOUNTAIN RESTAURANTS, LLC

by \_\_\_\_\_

Name: **A. Keith Wall**  
Title: **Chief Finance Manager**

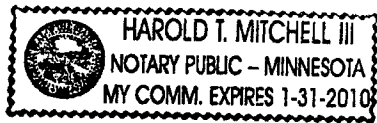
State of ~~New York~~ Minnesota )  
 ) ss.  
County of Dakota )

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WITNESS my hand and official seal.

Signature  (Seal)



FIRE MOUNTAIN LEASING COMPANY, LLC

by:


Name: **A. Keith Wall**  
Title: **Chief Finance Manager**

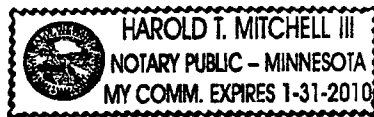
State of ~~New York~~ Minnesota )  
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County of Dakota )

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WITNESS my hand and official seal.

Signature  (Seal)



FIRE MOUNTAIN MANAGEMENT GROUP, LLC

by: [Signature]

Name: **A. Keith Wall**  
Title: **Chief Finance Manager**

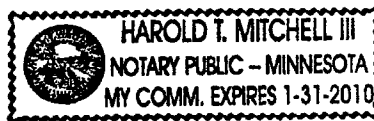
State of ~~New York~~ Minnesota )  
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County of Dakota )

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WITNESS my hand and official seal.

Signature [Signature] (Seal)



BIG E PROCUREMENT COMPANY, LLC

by:

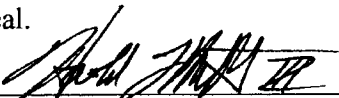
Name: **A. Keith Wall**  
Title: **Chief Finance Manager**

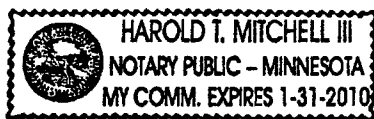
State of ~~New York~~ Minnesota )  
 ) ss.  
County of Dakota )

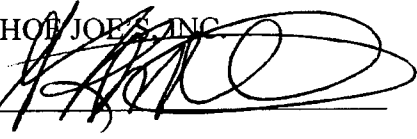
On January 22, 2008 before me, Harold T. Mitchell III, personally appeared A. Keith Wall, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify ~~under~~ <sup>Minnesota</sup> ~~PENALTY OF PERJURY~~ under the laws of the State of ~~New York~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)




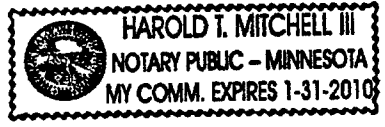
TAHOE JOE'S, INC  
by:   
Name: **A. Keith Wall**  
Title: **EVP, Chief Financial Officer**

State of ~~New York~~ Minnesota )  
County of Dakota ) ss.

On January 22, 2008 before me, Harold T Mitchell III, personally appeared A. Keith Wall, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under ~~PENALTY OF PERJURY~~ under the laws of the State of ~~New York~~ <sup>Minnesota</sup> that the foregoing paragraph is true and correct.

WITNESS my hand and official seal  
Signature  (Seal)



TAHOE JOE'S LEASING COMPANY, LLC  
by: [Signature]

Name: **A. Keith Wall**  
Title: **Chief Finance Manager**

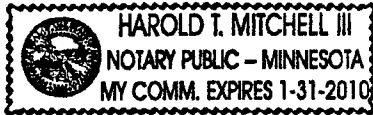
State of ~~New York~~ Minnesota )  
 ) ss.  
County of Dakota )

On January 22, 2008 before me, Harold T. Mitchell III, personally appeared A. Keith Wall, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

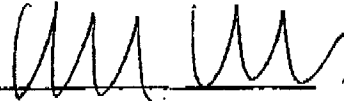
I certify ~~under PENALTY OF PERJURY~~ under the laws of the State of ~~New York~~ Minnesota that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature [Signature] (Seal)



**CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Collateral Agent**

by: 

Name: ROBERT HETU  
Title: MANAGING DIRECTOR

by: 

Name: Denise Alvarez  
Title: Vice President

Trademark Security Agreement

Schedule I

Subsidiary Parties

1. HomeTown Buffet, Inc.
2. OCB Purchasing Co.
3. OCB Restaurant Company, LLC
4. Buffets Leasing Company, LLC
5. Ryan's Restaurant Group, Inc.
6. HomeTown Leasing Company, LLC
7. OCB Leasing Company, LLC
8. Fire Mountain Restaurants, LLC
9. Big R Procurement Company, LLC
10. Tahoe Joe's, Inc.
11. Tahoe Joe's Leasing Company, LLC



Schedule II

Trademarks

BUFFETS, INC.

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application Number	File Date	Registration Number	Registration Date
OLD COUNTRY BUFFET	73/489350	7/11/84	1343558	6/18/85
OLD COUNTRY BUFFET & Design	73/592818	4/11/86	1423419	12/30/86
SALADBRATION! (Stylized)	73/741752	7/11/88	1529087	3/7/89
OLD COUNTRY BUFFET (Stylized)	74/574462	9/16/94	2048119	3/25/97
OLD COUNTRY BUFFET and Design ( <b>Diamond</b> )	74/574504	9/16/94	2051196	4/8/97
OLD COUNTRY BUFFET and Design ( <b>W/ Rectangle</b> )	74/574759	9/16/94	2051197	4/8/97
OLD COUNTRY BUFFET and Design ( <b>Stack w/ Diamond</b> )	75/091977	4/12/96	2149716	4/7/98
HOMETOWN BUFFET	76/241460	4/16/01	2617451	9/10/2002
HOMETOWN BUFFET	78/442222	6/28/2004	3311656	10/16/2007
HOMETOWN BUFFET ( <b>Plate</b> )	78/442218	6/28/2004	3343752	11/27/2007
HOMETOWN BUFFET ( <b>Plate and Fork</b> )	78/159153	8/29/2002	2861377	7/6/2004
WHAT'S ON YOUR PLATE?	75/481414	5/7/98	2315605	2/8/00
DESSERT CENTRAL	75/682653	4/14/99	2411371	12/5/00
SOUP'NSALAD UNLIMITED	75/817832	10/7/99	2420299	1/9/01
SPOON TENDER	76/047450	5/12/00	2579867	6/11/2002
COUNTRY BUFFET	78/433864	6/11/2004	2987516	8/23/2005
HOMESTYLE. YOUR STYLE.	78/452905	7/19/2004	2997774	6/23/1992
HOMETOWN	78/442232	6/28/2004	3339237	11/20/2007
PLATE/ FORK DESIGN	78/159170	8/29/2002	2890167	9/28/2004
RANCHER'S SELECT	77/121133	3/2/2007		

STATE AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	State	Application Number	File Date	Registration Number	Registration Date
COUNTRY BUFFET & Design	Colorado			19951042647	4/3/1995
COUNTRY BUFFET & Design	Colorado			19951043539	4/5/1995

Mark	State	Application Number	File Date	Registration Number	Registration Date
OLD COUNTRY BUFFET	Canada	740267	11/1/1993	468423	1/9/1997
OLD COUNTRY BUFFET	Minnesota			9173	4/3/1984
OLD COUNTRY BUFFET & Design	Canada	740264	11/1/1993	468449	1/9/1997
HOMETOWN BUFFET	Canada			597820	1/1/2003

HOMETOWN BUFFET, INC.

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application Number	File Date	Registration Number	Registration Date
HOMETOWN	74/179018	6/24/91	1696669	6/23/92
GRANNY'S BUFFET & Design	75/128614	6/17/96	2123023	12/23/97
HTB	74423927	8/10/93	1919022	09/12/95

FOREIGN TRADEMARK REGISTRATIONS

Mark	Application Number	File Date	Registration Number	Registration Date
HOMETOWN BUFFET	H05-129656 (Japan)	12/29/1993	3349822	10/03/1997
HOMETOWN BUFFET	442217 (Mexico)	8/16/2000	685600	1/31/2001
HOMETOWN	California		24333	9/13/1985
HOMETOWN	New Zealand		247628	4/6/1996

RYAN'S RESTAURANT GROUP, INC.

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application Number	File Date	Registration Number	Registration Date
RYAN'S FAMILY STEAKHOUSE	73/181030	8/4/1978	1149189	3/24/1981
RYAN'S FAMILY STEAKHOUSE Design	73/656667	4/22/1987	1467753	12/1/1987
"R" Design	73/181065	8/4/1978	1182501	12/15/1981
MEGA BAR	73/615869	8/21/1986	1458801	9/22/1987
RYAN'S and Design	74/106749	10/15/1990	1707396	8/11/1992
SENSIBLE CHOICES	75/024935	11/28/1995	2204197	11/17/1998
FIRE MOUNTAIN	76/101888	8/2/2000	2580030	6/11/2002
FIRE MOUNTAIN HOT OFF THE GRILL! and Design	77/001548	9/18/2006	3273364	8/7/2007
FIRE MOUNTAIN	77/001526	9/18/2006	3267176	7/24/2007

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application Number	File Date	Registration Number	Registration Date
RYAN'S Stylized	242659 (Mexico)	9/6/1995	601541	2/25/1999
RYAN'S FAMILY STEAKHOUSE Stylized	242658 (Mexico)	9/6/1995	536059	11/18/1996

TAHOE JOE'S, INC.

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>Mark</b>	<b>Application Number</b>	<b>File Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
JOE'S STEAK	78/923475	7/6/2006	3339784	11/20/2007
NEVADA CHEESECAKE	78/923545	7/6/2006	3239567	5/8/2007
RAILROAD CAMP SHRIMP	78/923463	7/6/2006	3239562	5/8/2007
TAHOE JOE'S	75/197501	11/13/1996	2114109	11/18/1997
TAHOE JOE'S & Design	78/506762	10/27/2004	3040908	1/10/2006
TAHOE JOE'S FAMOUS STEAKHOUSE & Design	78/507006	10/27/2004	3045530	1/17/2006

TRADEMARK LICENSES

1. Trademark License Agreement, dated as of August 1, 2006, between OCB Restaurant Company, LLC and North's Restaurants, Inc.