

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
Tahoe Joe's, Inc.		04/28/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3339784	JOE'S STEAK
Registration Number:	3239567	NEVADA CHEESECAKE
Registration Number:	3239562	RAILROAD CAMP SHRIMP
Registration Number:	2114109	TAHOE JOE'S
Registration Number:	3040908	TAHOE JOE'S
Registration Number:	3045530	TAHOE JOE'S FAMOUS STEAKHOUSE

CORRESPONDENCE DATA

Fax Number: (212)492-0562
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2123733562
 Email: menakaplan@paulweiss.com, hranucci@paulweiss.com
 Correspondent Name: Menachem Kaplan
 Address Line 1: 1285 Avenue of the Americas
 Address Line 2: c/o Paul, Weiss, LLP
 Address Line 4: New York, NEW YORK 10019-6064

CH \$165.00 3339784

ATTORNEY DOCKET NUMBER:	16238-015
NAME OF SUBMITTER:	Menachem Kaplan
Signature:	/Menachem Kaplan/
Date:	04/29/2009
Total Attachments: 7 source=Buffets Trademark Security Agreement- First Lien (EXECUTED) nyc5-709149-1#page1.tif source=Buffets Trademark Security Agreement- First Lien (EXECUTED) nyc5-709149-1#page2.tif source=Buffets Trademark Security Agreement- First Lien (EXECUTED) nyc5-709149-1#page3.tif source=Buffets Trademark Security Agreement- First Lien (EXECUTED) nyc5-709149-1#page4.tif source=Buffets Trademark Security Agreement- First Lien (EXECUTED) nyc5-709149-1#page5.tif source=Buffets Trademark Security Agreement- First Lien (EXECUTED) nyc5-709149-1#page6.tif source=Buffets Trademark Security Agreement- First Lien (EXECUTED) nyc5-709149-1#page7.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 28, 2009 (this "*Agreement*"), among **BUFFETS, INC.**, a Minnesota corporation, located at 1460 Buffet Way, Eagan, MN 55121, **HOMETOWN BUFFET, INC.**, a Minnesota corporation, located at 1460 Buffet Way, Eagan, MN 55121, **RYAN'S RESTAURANT GROUP, INC.**, a South Carolina corporation, located at 1460 Buffet Way, Eagan, MN 55121, and **TAHOE JOE'S, INC.**, a Delaware corporation, located at 1460 Buffet Way, Eagan, MN 55121 (each a "*Grantor*"), and **CREDIT SUISSE, CAYMAN ISLANDS BRANCH**, a bank organized under the laws of Switzerland, as Collateral Agent (in such capacity, the "*Collateral Agent*").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of April 28, 2009 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among Buffets Restaurants Holdings, Inc. ("*Parent*"), Buffets Holdings, Inc. ("*Holdings*"), Buffets, Inc. (the "*Borrower*"), certain subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement (First Lien) dated as of April 28, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "*First Lien Credit Agreement*"), among Parent, Holdings, the Borrower, certain subsidiaries of the Borrower, the Lenders party thereto and Credit Suisse, Cayman Islands Branch, 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 First Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Borrower) is an affiliate of the Borrower, will derive substantial direct and indirect benefit from the making of the extensions of credit under the First Lien Credit Agreement and is 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 and pledge to the Collateral Agent, its successors and assigns, for the ratable 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, Internet domain names, 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 I (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 Trademarks and all other similar assets, rights and interests that uniquely reflect or embody such goodwill, 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 application or resulting registration.

SECTION 3. Recordation. This Agreement has been executed and delivered by each 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. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or e-mail transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Security Agreement as of the day and year first above written.

BUFFETS, INC.

By: 

Name: A. Keith Wall

Title: EVP, Chief Financial Officer

HOMETOWN BUFFET, INC.,

By: 

Name: A. Keith Wall

Title: EVP, Chief Financial Officer

RYAN'S RESTAURANT GROUP, INC.,

By: 

Name: A. Keith Wall

Title: EVP, Chief Financial Officer

TAHOE JOE'S, INC.,

By: 

Name: A. Keith Wall

Title: EVP, Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (FIRST LIEN)]

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

BUFFETS, INC.

<u>Mark</u>	<u>Application Number</u>	<u>File Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
OLD COUNTRY BUFFET	73/489350	7/11/1984	1343558	6/18/1985
OLD COUNTRY BUFFET Stylized Letters	73/592818	4/11/1986	1423419	12/30/1986
SALADBRATION! (Stylized)	73/741752	7/11/1988	1529087	3/7/1989
OLD COUNTRY BUFFET (Stylized)	74/574462	9/16/1994	2048119	3/25/1997
OLD COUNTRY BUFFET and Design (Diamond)	74/574504	9/16/1994	2051196	4/8/1997
OLD COUNTRY BUFFET and Design (W/ Rectangle)	74/574759	9/16/1994	2051197	4/8/1997
OLD COUNTRY BUFFET and Design (Stack w/ Diamond)	75/091977	4/12/1996	2149716	4/7/1998
HOMETOWN BUFFET	76/241460	4/16/2001	2617451	9/10/2002
HOMETOWN BUFFET	78/442222	6/28/2004	3311656	10/16/2007
HOMETOWN BUFFET (Plate)	78/442218	6/28/2004	3343752	11/27/2007
HOMETOWN BUFFET (Plate and Fork)	78/159153	8/29/2002	2861377	7/6/2004
WHAT'S ON YOUR PLATE?	75/481414	5/7/1998	2315605	2/8/2000
DESSERT CENTRAL	75/682653	4/14/1999	2411371	12/5/2000
SOUP'NSALAD UNLIMITED	75/817832	10/7/1999	2420299	1/9/2001
SPOON TENDER	76/047450	5/12/2000	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	3412407	4/15/2008
COUNTRY BUFFET and design			19951043539 (US State – CO)	4/3/1995
COUNTRY BUFFET and design			19951042647 (US State – CO)	4/5/1995
OLD COUNTRY BUFFET			9173	4/3/1984

and design			(US State – MN)	
HOMETOWN BUFFET	114668600	7/11/2002	TMA597820 (Canada)	12/17/2003
OLD COUNTRY BUFFET	074026700	11/1/1993	TMA468423 (Canada)	1/9/1997
OLD COUNTRY BUFFET	074026400	11/1/1993	TMA468449 (Canada)	1/9/1997
OLD COUNTRY BUFFET	H09-141125	7/23/1997	4237700 (Japan)	2/5/1999

TRADEMARKS

HOMETOWN BUFFET, INC.

Mark	Application Number	File Date	Registration Number	Registration Date
HOMETOWN	74/179018	6/24/1991	1696669	6/23/1992
GRANNY'S BUFFET and design	75/128614	6/17/1996	2123023	12/23/1997
HTB	74423927	8/10/1993	1919022	9/12/1995
HOMETOWN			24333 (US State – CA)	9/13/1985
HOMETOWN BUFFET	H05-129656	12/24/1993	3349822 (Japan)	10/3/1997
HOMETOWN BUFFET	442217	8/16/2000	685600 (Mexico)	1/31/2001
HOMETOWN BUFFET	247628	4/6/1995	247628 (New Zealand)	7/23/1997

TRADEMARKS

RYAN'S RESTAURANT GROUP, INC.

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
RYAN’S	77450884	4/17/2008	3543123	12/9/2008
RYAN’S Stylized ¹	242659	9/6/1995	601541 (Mexico)	2/25/1999
RYAN’S FAMILY STEAKHOUSE Stylized ¹	242658	9/6/1995	536059 (Mexico)	11/18/1996

TRADEMARKS

TAHOE JOE’S, INC.

Mark	Application Number	File Date	Registration Number	Registration Date
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	78/506762	10/27/2004	3040908	1/10/2006
TAHOE JOE’S FAMOUS STEAKHOUSE & Design	78/507006	10/27/2004	3045530	1/17/2006

¹ Mexican public records indicate mark owned by Ryan’s Properties, Inc.