

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316581

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BHTT ENTERTAINMENT, INC.		08/13/2014	CORPORATION: TEXAS
MAC ACQUISITION IP LLC		08/13/2014	LIMITED LIABILITY COMPANY: DELAWARE
CRAB ADDISON, INC.		08/13/2014	CORPORATION: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	CREDIT SUISSE AG
<b>Street Address:</b>	11 MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	BANK: SWITZERLAND

## PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
<b>Registration Number:</b>	3815051	BRICK HOUSE TAVERN + TAP
<b>Registration Number:</b>	3943731	BRICK HOUSE TAVERN + TAP
<b>Registration Number:</b>	3815053	BRICK HOUSE TAVERN + TAP
<b>Registration Number:</b>	3349634	BRICK HOUSE SUBS
<b>Serial Number:</b>	86148114	DISPENSING HAPPINESS
<b>Serial Number:</b>	86148080	DISPENSING HAPPINESS TO THE COMMON MAN
<b>Registration Number:</b>	4523116	100% SHORE
<b>Registration Number:</b>	4456599	100% SHORE
<b>Registration Number:</b>	3069795	
<b>Registration Number:</b>	2419307	EAT CRABS. HAVE FUN!
<b>Registration Number:</b>	2125102	FREE CRABS TOMORROW
<b>Registration Number:</b>	2148694	FREE CRABS TOMORROW
<b>Registration Number:</b>	1972218	JOE'S CRAB SHACK
<b>Registration Number:</b>	3994982	JOE'S CRAB SHACK
<b>Registration Number:</b>	3994991	JOE'S CRAB SHACK
<b>Registration Number:</b>	3934052	JOE'S CRAB SHACK
<b>Registration Number:</b>	3999452	JOE'S CRAB SHACK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3937064	JOE'S CRAB SHACK
Registration Number:	1980521	JOE'S CRAB SHACK
Registration Number:	1955196	JOE'S CRAB SHACK
Registration Number:	1917042	JOE'S CRAB SHACK AN EMBARRASSMENT TO ANY
Registration Number:	2075735	JOE'S CRAB SHACK NO VACANCY
Registration Number:	2981272	JOE'S SEAFOOD HOUSE
Registration Number:	2757177	JOE'S SEAFOOD SHACK
Registration Number:	2782406	JOE'S SHRIMP HOUSE
Registration Number:	2099152	PEACE LOVE & CRABS!
Registration Number:	2101214	PEACE LOVE & CRABS!
Registration Number:	2183259	SEAFOOD WITH AN ATTITUDE!
Registration Number:	3381627	A FRESH TRANSLATION OF ITALIAN.
Registration Number:	1891511	ALL THE ITALIAN YOU NEED TO KNOW
Registration Number:	2558178	CALZONETTO
Registration Number:	2257320	CHEESEOLI
Registration Number:	3761912	CREATE YOUR OWN HANDCRAFTED PASTA
Registration Number:	3801093	
Registration Number:	3937526	ITALIAN MEDITERRANEAN COOKING IS SIMPLY
Registration Number:	2259587	MACARONI GRILL
Registration Number:	2249559	PENNE RUSTICA
Registration Number:	3695203	POLLO LIMONE RUSTICA
Serial Number:	86336718	ROMANO'S FATBREADS
Registration Number:	1658573	ROMANO'S MACARONI GRILL
Registration Number:	3381639	ROMANO'S MACARONI GRILL
Registration Number:	3701361	ROMANO'S MACARONI GRILL
Registration Number:	1716914	ROMANO'S MACARONI GRILL
Registration Number:	3877631	ROMANO'S NEAPOLITAN PIZZA
Registration Number:	3309271	THAT'S SO MACARONI
Registration Number:	4487956	MACARONI GRILL

**CORRESPONDENCE DATA**

**Fax Number:** 8668265420

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 301-638-0511

**Email:** ipresearchplus@comcast.net

**Correspondent Name:** IP Research Plus, Inc.

**Address Line 1:** 21 Tadcaster Circle

**Address Line 2:** attn: Penelope J.A. Agodoa

**Address Line 4:** Waldorf, MARYLAND 20602

**TRADEMARK**

**REEL: 005360 FRAME: 0219**

<b>ATTORNEY DOCKET NUMBER:</b>	CRS1-39713
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	09/10/2014

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “*Agreement*”) is made effective as of the 13th day of August, 2014 by IGNITE RESTAURANT GROUP, INC., a Delaware corporation (the “*Borrower*”), BHTT ENTERTAINMENT, INC., a Texas corporation, MAC ACQUISITION IP LLC, a Delaware limited liability company, and CRAB ADDISON, INC., a Texas corporation (each of the foregoing and the Borrower are referred to herein, individually, as a “*Pledgor*” and, collectively, the “*Pledgors*”), in favor of CREDIT SUISSE AG, as administrative agent under the Credit Agreement, as hereinafter defined (the “*Administrative Agent*”), for the benefit of the Secured Parties, as hereinafter defined.

1. Recitals.

The Borrower is entering into that certain Credit and Security Agreement, dated as of August 13, 2014, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the “*Lenders*” and, individually, each a “*Lender*”) and the Administrative Agent (as the same may from time to time be further amended, restated or otherwise modified, the “*Credit Agreement*”).

Each Pledgor deems it to be in the direct pecuniary and business interests of such Pledgor that the Borrower obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

Each Pledgor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that each Pledgor grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Borrower by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“*Assignment*” means an Assignment in the form of Exhibit A attached hereto.

“*Collateral*” means, with respect to each Pledgor, collectively, all of such Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or

registrations, whether federal, state or foreign, including, but not limited to, those that are (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that are the subject of pending applications in the United States Patent and Trademark Office as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of such Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing; provided that Collateral shall exclude licenses, contracts, or other agreements which by the terms of such licenses, contracts or other agreements prohibit the assignment of such agreements (to the extent such prohibition is enforceable at law).

**“Event of Default”** means an event or condition that constitutes an Event of Default, as defined in Section 7.1 hereof.

**“ITU Application”** means a trademark application filed with the USPTO pursuant to 15 U.S.C. § 1051(b).

**“Obligations”** means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by the Pledgors to the Administrative Agent, the Fronting Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of the Pledgors or any other Credit Party pursuant to Letters of Credit; (b) each extension, renewal, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees payable pursuant to the Credit Agreement or any other Loan Document; (d) all fees and charges in connection with the Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company, including the Pledgors, pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

**“Secured Obligations”** means, collectively, (a) the Obligations, (b) all obligations and liabilities of the Companies owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Hedge Agreements, and (c) the Bank Product Obligations owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Bank Product Agreements; provided that Secured Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

“*Trademark Act*” means the U.S Trademark Act of 1946, as amended.

“*USCO*” means the United States Copyright Office in Washington, D.C.

“*USPTO*” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, each Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of its Collateral, including (without limitation) all of such Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof. Each Pledgor, the Administrative Agent and the Lenders hereby acknowledge and agree that, with respect to any ITU Application included within the Collateral, to the extent such an ITU Application would, under the Trademark Act, be deemed to be transferred in violation of 15 U.S.C. § 1060(a) as a result of the security interest granted herein, or otherwise invalidated or made unenforceable as a result of the execution or performance of this Agreement, no security interest shall be deemed to have been granted in such ITU Application (notwithstanding the provisions of this Agreement or any other Loan Document) until such time as the circumstances that would give rise to such violation, invalidation or unenforceability no longer exist. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Credit Agreement or any applicable Security Agreement.

4. Representations and Warranties. Each Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:

4.1. Such Pledgor owns all of its Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. To the knowledge of such Pledgor, its Collateral is valid and enforceable.

4.3. Such Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for Liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, each Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to its Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, exclusive licenses, registered user agreements and covenants by such Pledgor not to sue third Persons.

4.5. Each Pledgor has full power, authority and legal right to pledge its Collateral and enter into this Agreement and perform its terms.

4.6. Each Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of its Collateral, except where the failure to do so will not have a material adverse effect on such Pledgor.

5. Further Assignment Prohibited. Unless otherwise permitted under this Agreement or the Credit Agreement, no Pledgor shall enter into any agreement that is inconsistent with such Pledgor's obligations under this Agreement and none of them shall otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of its Collateral, without the prior written consent of the Administrative Agent and the Required Lenders. Absent such prior written consent, any attempted sale or license is null and void.

6. Standard Patent and Trademark Use. No Pledgor shall use its Collateral in any manner that would jeopardize the validity or legal status thereof, except to the extent that it would not have a Material Adverse Effect. Except as the failure to do so could not reasonably be expected to have a Material Adverse Effect, each Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Each Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and <sup>SM</sup> where appropriate, except where the failure to do so will not have a Material Adverse Effect.

7. Events of Default and Remedies.

7.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

7.2. The Administrative Agent, for the benefit of the Secured Parties, shall at all times have the rights and remedies of a secured party under the U.C.C. and the Consolidated Laws of New York as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

7.3. Each Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Secured Parties, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, each Pledgor shall execute and deliver to the Administrative Agent an Assignment. Each Assignment shall be held in escrow and shall have no force and effect until the Administrative Agent certifies, by executing such Assignment, that an Event of Default has occurred and is continuing and that the Administrative Agent has elected to take possession of the applicable Collateral; provided that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. The Administrative Agent shall not execute any Assignment unless an Event of Default has occurred and is continuing. If the Administrative Agent executes an Assignment in accordance with the terms hereof, the Administrative Agent may, in its sole discretion, record such Assignment with the USCO and the USPTO, as appropriate.

7.4. If an Event of Default shall occur and be continuing, each Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Secured Parties, to

terminate such Pledgor's use of its Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of any Collateral pursuant to this Agreement, then, with or without resort to the applicable Pledgor or any other Person or property, all of which such Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Secured Parties, in its reasonable discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the applicable Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgors or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the applicable Pledgor no fewer than ten days prior notice of either the time and place of any public sale of its Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Each Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase any Collateral free from any right of redemption, all of which rights each Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale in accordance with the provisions of the Credit Agreement. Any excess, to the extent permitted by law, shall be paid to the applicable Pledgor, and in the case of a deficiency the obligors on the Secured Obligations shall remain liable for such deficiency. In addition, the Administrative Agent shall, after the occurrence and during the continuance of an Event of Default, have the right to obtain new appraisals of any Pledgor or any Collateral, the cost of which shall be paid by the applicable Pledgor.

7.5 Upon the occurrence and during the continuance of an Event of Default, each Pledgor shall, upon request of the Administrative Agent, use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright license, Patent license or Trademark License under which such Pledgor is a licensee to effect the assignment of all such Pledgor's right, title and interest thereunder to the Administrative Agent or its designee.

8. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Each Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve its Collateral, provided that such Pledgor shall not be obligated to maintain any Collateral in the event such Pledgor determines, in the reasonable business judgment of such Pledgor, that the maintenance of such Collateral is no longer necessary in such Pledgor's business. Any and all fees, costs and out-of-pocket expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any Collateral, shall be borne and paid by



the applicable Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

9. The Pledgor's Obligation to Prosecute. Unless otherwise required by applicable law and except as may be determined by the applicable Pledgor not to be advisable or in the best interests of such Pledgor, in such Pledgor's reasonable business judgment, each Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in its Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with any Collateral shall be borne by the applicable Pledgor. No Pledgor shall abandon any Collateral without the prior written consent of the Administrative Agent, unless such abandonment will not have a material adverse effect on such Pledgor, such abandonment is in connection with the abandonment of a product or product line, or such abandonment relates to Collateral that such Pledgor has determined not to be advisable or in the best interests of such Pledgor, in such Pledgor's reasonable business judgment, to maintain.

10. Administrative Agent's Right to Enforce. Each Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect its Collateral. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, on behalf of the Secured Parties, shall have the right, but shall have no obligation, to join in any such action. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages, reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 10, in the event the Administrative Agent, on behalf of the Secured Parties, elects to join in any such action commenced by such Pledgor.

11. Power of Attorney. Each Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Secured Parties, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its reasonable discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Secured Parties, to use its Collateral, or to grant or issue any exclusive or nonexclusive license under such Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Secured Parties, to assign, pledge, convey or otherwise transfer title in or dispose of such Collateral, together with associated goodwill, to any Person or Persons. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

12. Administrative Agent's Right to Perform Obligations. If any Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Secured Parties, may, but is not obligated to, do so in the name of such Pledgor or in the name of the Administrative Agent, on behalf of the Secured Parties, but at such Pledgor's

expense, and such Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all out-of-pocket expenses, including reasonable attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining its Collateral.

13. Additional Documents. Each Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be reasonably required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in its Collateral, as evidenced by this Agreement.

14. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and the Commitment terminated, any Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Borrower shall give the Administrative Agent a list of the such new Collateral in connection with the delivery of the Compliance Certificate required to be delivered in accordance with Section 5.3(c) of the Credit Agreement.

15. Modifications for New Collateral. Each Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Section 14 hereof and, at the Administrative Agent's request, such Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 15, provided that any such modification to Schedule 1 shall be effective without the signature of such Pledgor.

16. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to a Pledgor, mailed or delivered to it, addressed to it at the address specified for the Borrower on the signature pages of the Credit Agreement, if to the Administrative Agent or any Lender, mailed or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case of facsimile or electronic communication with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.

17. No Waiver or Course of Dealing. No course of dealing between any Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgors and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders (or the Required Lenders, as applicable) in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

21. Assignment and Successors. This Agreement shall not be assigned by any Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon each Pledgor and the successors and permitted assigns of such Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

22. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

23. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile signature, which, when so executed and delivered, shall be deemed to be an original.

24. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgors, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with New York law, without regard to principles of conflicts of laws that would result in the application of the law of any other state. Each Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and such

Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Each Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Each Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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JURY TRIAL WAIVER. THE PLEDGORS, THE ADMINISTRATIVE AGENT AND THE LENDERS, TO THE EXTENT PERMITTED BY LAW, EACH HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGORS, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, each of the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

IGNITE RESTAURANT GROUP, INC.

By: 

Edward W. Ehgel

Senior Vice President and General Counsel

BHTT ENTERTAINMENT, INC.

CRAB ADDISON, INC.

MAC ACQUISITION II LLC

By: 

Edward W. Ehgel

Vice President and Secretary

Signature Page to  
Intellectual Property Security Agreement

TRADEMARK  
REEL: 005360 FRAME: 0230

## SCHEDULE 1

Trademarks:

Owned by BHTT Entertainment, Inc.

Title	Application Number	Registration Number	Country	Case Status
BRICK HOUSE TAVERN + TAP	77/472,707	3,815,051	United States of America	Registered
BRICK HOUSE TAVERN + TAP	85/101,055	3,943,731	United States of America	Registered
BRICK HOUSE TAVERN + TAP & Design (with color)	77/472,877	3,815,053	United States of America	Registered
BRICK HOUSE SUBS	78,685,240	3,349,634	United States of America	Registered
DISPENSING HAPPINESS	86/148,114		United States of America	Allowed
DISPENSING HAPPINESS TO THE COMMON MAN	86/148,080		United States of America	Examination in progress

Owned by Crab Addison, Inc.

Title	Application Number	Registration Number	Country	Case Status
100% SHORE	85/854,507	4,523,116	United States of America	Registered
100% SHORE	85/854,568	4,456,599	United States of America	Registered
Design (Arrow Logo)	76/604,777	3,069,795	United States of America	Registered
EAT CRABS. HAVE FUN!	75/931,532	2,419,307	United States of America	Registered
FREE CRABS TOMORROW	75/145,477	2,125,102	United States of America	Registered
FREE CRABS TOMORROW & Design	75/145,512	2,148,694	United States of America	Registered
JOE'S CRAB SHACK	74/527,135	1,972,218	United States of America	Registered
JOE'S CRAB SHACK	85/041,044	3,994,982	United States of America	Registered
JOE'S CRAB SHACK & Design (Arrow w/color)	85/042,703	3,994,991	United States of America	Registered
JOE'S CRAB SHACK & Design (Arrow w/color)	85/041,042	3,934,052	United States of America	Registered
JOE'S CRAB SHACK & Design (Arrow)	85/041,046	3,999,452	United States of America	Registered
JOE'S CRAB SHACK & Design (Arrow)	85/040,608	3,937,064	United States of America	Registered
JOE'S CRAB SHACK & Design (Pirate)	74/580,036	1,980,521	United States of America	Registered
JOE'S CRAB SHACK & Design (Pirate)	74/669,421	1,955,196	United States of America	Registered
JOE'S CRAB SHACK AN EMBARRASSMENT TO ANY NEIGHBORHOOD	74/571,008	1,917,042	United States of America	Registered
JOE'S CRAB SHACK NO VACANCY & Design	75/145,511	2,075,735	United States of America	Registered
JOE'S SEAFOOD HOUSE	76/182,995	2,981,272	United States of America	Registered
JOE'S SEAFOOD SHACK	76/352,833	2,757,177	United States of America	Registered
JOE'S SHRIMP HOUSE	76/182,996	2,782,406	United States of America	Registered

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Title	Application Number	Registration Number	Country	Case Status
PEACE LOVE & CRABS!	75/145,413	2,099,152	United States of America	Registered
PEACE LOVE & CRABS! (Stylized)	75/145,513	2,101,214	United States of America	Registered
SEAFOOD WITH AN ATTITUDE!	75/073,828	2,183,259	United States of America	Registered

Owned by Mac Acquisition IP LLC

Title	Application Number	Registration Number	Country	Case Status
A FRESH TRANSLATION OF ITALIAN.	77/243,315	3,381,627	United States of America	Registered
ALL THE ITALIAN YOU NEED TO KNOW	74/510,569	1,891,511	United States of America	Registered
CALZONETTO	76/104,222	2,558,178	United States of America	Registered
CHEESEOLI	75/534,581	2,257,320	United States of America	Registered
CREATE YOUR OWN HANDCRAFTED PASTA	77/739,148	3,761,912	United States of America	Registered
Design (Chef Logo)	2362075	2362075	United Kingdom	Registered
Design (Pizza Box)	77/799,612	3,801,093	United States of America	Registered
ITALIAN MEDITERRANEAN COOKING IS SIMPLY BETTER.	85/092,607	3,937,526	United States of America	Registered
MACARONI GRILL (Stylized)	75/522,889	2,259,587	United States of America	Registered
PENNE RUSTICA	75/467,663	2,249,559	United States of America	Registered
POLLO LIMONE RUSTICA	77/672,002	3,695,203	United States of America	Registered
ROMANO'S FATBREADS	86/336718	Application Pending	United States of America	Application Pending
ROMANO'S MACARONI GRILL	74/016,308	1,658,573	United States of America	Registered
ROMANO'S MACARONI GRILL	77/246,756	3,381,639	United States of America	Registered
ROMANO'S MACARONI GRILL (Stylized Curved)	77/708,502	3,701,361	United States of America	Registered
ROMANO'S MACARONI GRILL (Stylized)	74/223,235	1,716,914	United States of America	Registered
ROMANO'S NEAPOLITAN PIZZA	77/729,324	3,877,631	United States of America	Registered
THAT'S SO MACARONI	78/772,659	3,309,271	United States of America	Registered
MACARONI GRILL	86/002057	4,487,956	United States of America	Registered
ITALIAN MEDITERRANEAN COOKING IS SIMPLY BETTER	85/092607	3937526	United States of America	Registered

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Title	Type of work	Creation Date	Registration No.
Joe's Crab Shack: an embarrassment to any neighborhood	Text	10-01-1991	TX0003862644