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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents

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Attached original documents or copy thereof

1. Name of conveying party(ies):

ELIAS BROTHERS RESTAURANTS, INC.

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: May 14, 1998

2. Name and address of receiving party(ies):

Name: STANDARD FEDERAL BANK

Internal Address:

Street Address: 2600 West Big Beaver Road

City: Troy State: MI ZIP: 48084

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State  
☐ 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)

75/378-954  
75,378-953  
75,072-849  
74,038-289

B. Trademark registration No.(s)

RN 2,059,156 RN 1,375,215  
RN 2,090,105 RN 721,660  
RN 1,568,926  
RN 1,467,732

Additional numbers attached? ☒ Yes ☐ No

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

Name: Marjory G. Basile, Esq.

Internal Address: Miller, Canfield, Paddock and Stone

150 West Jefferson, Suite 2500

Detroit, MI 48226

Street Address:

City: State: ZIP:

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41): \$ 265.00

☒ 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.

Marjory G. Basile

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

4

OMB No. 0551-0011 (exp. 10-95)

06/18/1998 BSM:TH - 00000195-75378954

Do not detach this portion

01 FC:481  
02 FC:482

40.00 DP  
225.00 DP

Mail documents to be recorded with required cover sheet information to:

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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0551-0011), Washington, D.C. 20503.

REEL: 1742 FRAME: 0915

## **SUPPLEMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT**

This Supplement to Patent and Trademark Security Agreement ("Supplement") dated May 14, 1998, is made by Elias Brothers Restaurants, Inc., a Michigan corporation, of 4199 Marcy, Warren, Michigan 48091 ("Grantor") in favor of Standard Federal Bank, a federal savings bank, of 2600 West Big Beaver Road, Troy, Michigan 48084 ("Collateral Agent") in its capacity as collateral agent for and on behalf of the Lenders (as defined in the Amended and Restated Intercreditor Agreement of even date) in order to supplement the following:

Patent and Trademark Security Agreement dated November 22, 1996, made by Grantor to Comerica Bank as collateral agent for and on behalf of the Lenders as identified in the Intercreditor Agreement dated November 22, 1996; as assigned and transferred by Comerica Bank to Standard Federal Bank as successor collateral agent pursuant to an Assignment of Patent and Trademark Security Agreement of even date herewith; and as amended by First Amendment to Patent and Trademark Security Agreement of even date made between Grantor and Collateral Agent (as amended, "Security Agreement").

For valuable consideration, and as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Several Obligations (as defined in the Security Agreement), the Grantor hereby ASSIGNS, PLEDGES, AND GRANTS to the Collateral Agent (for the benefit of the Lenders) a security interest in all of Grantor's right, title and interest in all of the trademarks identified on attached Exhibit A ("Additional Trademarks").

Grantor covenants and agrees that (i) the assignment, pledge and grant under this Supplement shall be subject to each of the terms and provisions of the Security Agreement, (ii) each of the representations, warranties, covenants and agreements under the Security Agreement are hereby made with respect to the Additional Trademarks, (iii) Collateral Agent shall have all of the benefits, rights and remedies under the Security Agreement with respect to each of the Additional Trademarks, and (iv) the Additional Trademarks shall be a part of the Trademarks (as defined in the Security Agreement).

Except as this Supplement specifically provides, it does not vary the terms of the Security Agreement and shall not impair the rights, remedies and security given by the Security Agreement. The terms of this Supplement shall control any conflict in terms between it and the Security Agreement. This Supplement shall be governed by and construed under the laws of the State of Michigan.

[SIGNATURES FOLLOW]

This Supplement to Patent and Trademark Security Agreement is dated and effective on the date set forth above.

WITNESSES:

José Tatangelo  
JOSÉ TATANGELO  
Lidia Eclanani  
LIDIA ECLANANI

Elias Brothers Restaurants, Inc.

By: [Signature]  
Paul W. Black  
Its: Executive Vice President

STATE OF MICHIGAN  
COUNTY OF MACOMB

The foregoing instrument was acknowledged before me on May 14, 1998, by Paul W. Black, the Executive Vice President of Elias Brothers Restaurants, Inc., a Michigan corporation, on behalf of the corporation.

[Signature]  
Name: Paula Suminski  
Notary Public  
Macomb County, Michigan  
My commission expires: May 15, 2000

NOTARY PUBLIC  
NOTARY STATE OF MICHIGAN  
My Commission Expires 5/15/2000

EXHIBIT A

ADDITIONAL TRADEMARKS

1. "FLJ Foods" (stylized letters) . . . . . SN 75-378-954
2. "FLJ Foods" (stylized letters) . . . . . SN 75-378-953
3. "Big Boy Diner" . . . . . RN 2,059,156
4. Design . . . . . RN 2,090,105
5. Design . . . . . SN 75 072-849
6. "Big Boy Express" . . . . . SN 74-038-289
7. "Health....Smart" . . . . . RN 1,568,926
8. "Top Hat" . . . . . RN 1,467,732
9. "Operation Can Do!" . . . . . RN 1,375,215
10. "Bob's Mochaboy Coffee Truly A  
Cup-O-Flavor" . . . . . RN 721,660

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