

07-08-1998

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TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
5 7 98

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name **PHEASANT MALL RESTAURANT GROUP, INC.**

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization **NEW HAMPSHIRE**

Receiving Party

Mark if additional names of receiving parties attached

Name **BANKBOSTON, N.A.**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **100 FEDERAL STREET**

Address (line 2) _____

Address (line 3) **BOSTON** **MA** **02110**

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other **NATIONAL BANKING ASSOCIATION**

Citizenship/State of Incorporation/Organization **USA**

05/27/1998 DCDATES 00000208 75356266

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 225.00 OP

Handwritten: 265E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 1744 FRAME: 0641

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number *or* the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

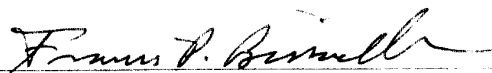
Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.



Francis P. Bissailon

5/7/99

Name of Person Signing

Signature

Date Signed

SERVICE MARK AND TRADEMARK SECURITY AGREEMENT

PHEASANT MALL RESTAURANT GROUP, INC. ("PMRG"), a New Hampshire corporation, hereby grants, assigns and conveys to BANKBOSTON, N.A., (f/k/a First National Bank of Boston) (the "Bank"), a national bank with its head office at 100 Federal Street, Boston, Massachusetts, to secure the Companies' (as defined below) respective obligations under that certain Amended and Restated Revolving Credit and Term Loan Agreement (the "Agreement") of even date herewith among BACK BAY RESTAURANT GROUP, INC., a Delaware corporation ("Back Bay"), PMRG, DANVERS RESTAURANT GROUP, INC., a Massachusetts corporation, THE WESTWOOD COPLEY RESTAURANT GROUP, INC., a Massachusetts corporation, THE WESTWOOD WOBURN RESTAURANT GROUP, INC., a Massachusetts corporation, THE WESTWOOD HARTFORD RESTAURANT GROUP, INC., a Connecticut corporation, THE WESTWOOD TRUMBULL RESTAURANT GROUP, INC., a Connecticut corporation, THE WATERFORD RESTAURANT GROUP, INC., a Connecticut corporation, WESTFOUR, INC., a Florida corporation, THE WESTWOOD DEDHAM RESTAURANT, INC., a Massachusetts corporation, PRA, INC., a Massachusetts corporation, THE WESTWOOD NEWTON RESTAURANT, INC., a Massachusetts corporation, THE 199, INC., a Massachusetts corporation, EASTERN PURCHASING & DESIGN, INC., a Massachusetts corporation, BORASCHI CAFE, INC., a Massachusetts corporation, THE WESTWOOD WHITE PLAINS RESTAURANT, INC., a New York corporation, THE WESTWOOD SHORT HILLS RESTAURANT, INC., a New Jersey corporation, THE WESTWOOD BOYLSTON RESTAURANT, INC., a Massachusetts corporation, BBRG MASSACHUSETTS RESTAURANTS, INC., a Massachusetts corporation, BBRG RHODE ISLAND RESTAURANTS, INC., a Rhode Island corporation, BBRG WASHINGTON RESTAURANTS, INC., a Washington, D.C. corporation, BACK BAY MEDIA, INC., a Massachusetts corporation, BBRG OPERATING, INC., a MASSACHUSETTS corporation, BBRG NEW JERSEY RESTAURANTS, INC., a new Jersey corporation, LINPRO GREENTREE, INC., a Massachusetts corporation, BBRG ROTISSERIE, INC., a Massachusetts corporation, BBRG PARAMUS RESTAURANT, INC., a New Jersey corporation, BBRG WATERFRONT, INC., a Massachusetts corporation and BBRG RYE RESTAURANT, INC., a New York corporation (collectively (including PMRG), the "Companies") and the Bank, and the payment and performance of all other indebtedness, obligations and liabilities of the Companies to the Bank, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise (all, including the Agreement, hereinafter called the "Obligations"), a security interest in trademarks and service marks and United States, state and foreign registrations thereof and applications therefor that are listed in Schedule 1 hereto or that correspond with any marks therein listed, together with the goodwill of each of the businesses with which the foregoing trademarks and service marks are used and the right to sue for past, present and future infringements of rights in such trademarks and service marks and all renewals thereof, and all proceeds of the foregoing including, but not limited to, proceeds of licensing (collectively, the "Trademarks").

PMRG represents, warrants and agrees with the Bank as follows:

1. PMRG is the sole owner in the United States and throughout the world of the entire right, title and interest in and to each of the Trademarks free from any mortgage, pledge, lien, security interest, charge or other encumbrance including, without limitation, licenses, and covenants not to sue, except the security interest herein granted and licenses from PMRG to the Companies, which licenses are more particularly described on Schedule 2 hereto.

2. As of the date hereof, each of the Trademarks listed on Schedule 1 are valid and enforceable, and they constitute all Trademarks now owned by PMRG.

3. To the best of PMRG's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

4. The execution, delivery and performance of this Agreement are within the power of PMRG and have been duly authorized by all necessary corporate action and do not contravene any law, rule, regulation or any judgment, decree or order of any tribunal or of any agreement to which PMRG is a party or by which any of its property is bound.

5. PMRG shall defend the Trademarks against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Bank. Until the Obligations shall have been satisfied in full by the Companies, PMRG shall not pledge, mortgage or create, or suffer to exist a security interest in, or enter into any license, sublicense or other agreement relating to the use of the Trademarks, other than those listed on Schedule 2, without the Bank's prior written consent. Notwithstanding the foregoing, PMRG shall be permitted to enter into licensing arrangements relating to the use of the Trademarks; provided that such licensing arrangements (in each case) (a) are entered into in the ordinary course of business and consistent with past practices, (b) are entered into with a Subsidiary (as such term is defined in the Agreement, and (c) include only terms which are fair and equitable to PMRG; and provided, further that PMRG shall, concurrently with the entering into of such arrangements, deliver to the Bank, a collateral assignment, pursuant to a Collateral Assignment of Trademark License Agreement in or substantially in the form of Exhibit A hereto, of all of its right, title and interest in and to any license agreement executed in connection with such licensing arrangements.

6. PMRG shall promptly apply for and obtain all renewals or extensions of the Trademarks to the full extent permitted by law. If, before all Obligations have been satisfied in full, PMRG shall develop any new trademark or service mark, PMRG shall give the Bank prompt written notice of such new mark and thereafter such mark and any extension or renewal thereof or of any of the existing Trademarks automatically shall be subject to the provisions of this Security Agreement. PMRG authorizes the Bank to modify this Security Agreement by amending Schedule 1 to include any new trademark or service mark, and any trademark or service mark renewal of PMRG applied for and obtained hereafter.

7. PMRG shall promptly notify the Bank of the institution of, and any adverse determination in, any proceeding in the United States Patent and Trademark Office or any other foreign or domestic governmental agency, court or body regarding PMRG's claim of ownership in any of the Trademarks. In the event of any material infringement of any of the Trademarks

by a third party, PMRG shall promptly notify the Bank of such infringement and, at the Bank's request, take all action to obtain the cessation of such infringement and recover damages, and such other action as the Bank deems appropriate. If PMRG shall fail to take such action within thirty (30) days after such notice is given to the Bank, the Bank may, but shall not be required to take such action in the name of PMRG, and PMRG hereby appoints the Bank the true and lawful attorney of PMRG, for it and in its name, place and stead, on behalf of PMRG, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due to PMRG, net of costs and attorneys' fees reasonably incurred, to be applied to the Obligations

8. PMRG shall, at its sole expense, do, make, execute and deliver all such additional and further acts, things, deeds, assurances, and instruments, in each case in form and substance satisfactory to the Bank, relating to the creations, validity, or perfection of the security interests and assignments provided for in this Security Agreement under 35 U.S.C. Section 261, 15 U.S.C. Section 1051, et seq., or the Uniform Commercial Code or other laws of the United States or the Commonwealth of Massachusetts or of any other countries or states as the Bank may from time to time reasonably request, and shall take all such other action as the Bank may reasonably require to more completely vest in and assure to the Bank its respective rights hereunder or in any of the Trademarks, and PMRG hereby irrevocably authorizes the Bank or its designee, at PMRG's expense, to execute such documents, and file such financing statements with respect thereto with or without PMRG's signature, as the Bank may deem appropriate. In the event that any rerecording or refileing (or the filing of any statement of continuation or assignment of any financing statement) or any repledge or reassignment, or any other action, is required at any time to protect and preserve such security interest and assignments, PMRG shall, at its sole cost and expense, cause the same to be done or taken at such time and in such manner as may be necessary and as may be requested by the Bank.

The Bank is hereby irrevocably appointed by PMRG as its lawful attorney and agent, with full power of substitution to execute and deliver on behalf of and in the name of PMRG, such financing statements, assignments, pledges and other documents and agreements, and to take such other action as the Bank may deem necessary for the purpose of perfecting, protecting or effecting the security interests and assignments granted herein and effected hereby, and any mortgages or liens necessary or desirable to implement or effectuate the same, under any applicable law, and the Bank is hereby authorized to file on behalf of and in the name of PMRG at PMRG's sole expense, such financing statements, assignments, documents, and agreements in any appropriate governmental office.

9. If any Event of Default (as defined in the Agreement) shall have occurred and be continuing, the Bank may without notice or demand declare this Security Agreement to be in default and the Bank shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to foreclose upon the Trademarks covered hereby and to dispose of the Trademarks at public or private sale. The Bank shall give to PMRG at least ten (10) days' prior written notice (which PMRG agrees is "reasonable notification" within the meaning of Section 9-504(3) of the Uniform

Commercial Code) of the time and place of any public sale of the Trademarks or of the time after which any private sale or any other intended disposition is to be made.

If any Event of Default shall have occurred and be continuing, PMRG hereby grants to the Bank the right and exclusive license (including as to any and all licenses granted in accordance with the provisions of Section 5 hereof) to make, have made, use and sell the marks disclosed and claimed in the Trademarks for the Bank's benefit and account, and for none other.

PMRG hereby waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Bank's rights hereunder, including, without limitation, its rights following any Event of Default to take immediate possession of the Trademarks and exercise its rights with respect thereto.

The Bank shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Trademarks subject to a security interest hereunder), or guaranties of, the Obligations or any of them, or to resort to such security or guaranties in any particular order; and all of the rights hereunder and in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, PMRG hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of the Bank's rights under this Agreement or any other instrument evidencing any of the Obligations or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may PMRG hereby irrevocably waives the benefits of all such laws.

10. Except for notices specifically provided for herein, PMRG hereby expressly waives demand, notice, protest, notice of acceptance of this Security Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect both to the Obligations and any collateral therefor, PMRG assents to any extension or postponement of the time of payment or any other indulgence, to any substitution of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Bank may deem advisable. The Bank shall not have any duty as to the protection of the Trademarks or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Bank may exercise its rights with respect to the Trademarks without resorting or regard to other collateral or sources of reimbursement for liability. The Bank shall not be deemed to have waived any of its rights upon or under the Obligations or the Trademarks unless such waiver be in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any right shall operate as a waiver of any right on any future occasion. All rights and remedies of the Bank with respect to the Obligations or Trademarks, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

11. PMRG will pay any and all (i) charges, costs and taxes reasonably incurred in implementing or subsequently amending this Security Agreement, including, without limitation, recording and filing fees, appraisal fees, stamp taxes, and fees and disbursements of the Bank's counsel incurred by the Bank in connection with this Security Agreement, and (ii) fees and disbursements reasonably incurred by the Bank in the preparation, execution and delivery of any waiver or consent by the Bank relating to this Security Agreement, and in the enforcement of this Agreement and in the enforcement or foreclosure of any liens, security interests or other rights of the Bank under this Security Agreement, or under any documentation heretofore, now, or hereafter given to the Bank in furtherance of the transactions contemplated hereby.

PMRG agrees to reimburse the Bank for, and indemnify it against, any and all losses, expenses and liabilities (including liabilities for penalties) of whatever kind or nature sustained and reasonably incurred in connection with any claim, demand, suit or legal or arbitration proceeding relating to this Security Agreement, or the exercise of any rights or powers hereunder, including attorneys' fees and disbursements.

12. PMRG and the Bank may from time to time agree in writing to the release of certain of the Trademarks from the security interest created hereby.

13. PMRG shall hold the Bank harmless from any and all costs, damages and expenses which may be incurred by the Bank or PMRG in connection with any action or failure to act by the Bank in connection with this Security Agreement.

14. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the United States, and, to the extent that the laws of the United States are not applicable, by the laws of the Commonwealth of Massachusetts. This Security Agreement is intended to take effect as a sealed instrument.

15. All notices hereunder shall be in writing and shall be deemed to have been given when delivered by hand, when sent by facsimile transmission, when delivered to any overnight delivery service, freight prepaid, or four days after being sent by certified or registered mail, postage prepaid, and addressed to the other party at its address set forth below. Notices to PMRG shall be sent to the attention of Mr. Francis P. Bissailon, Chief Financial Officer, 284 Newbury Street, Boston, MA 02116., with a copy to Francis J. Feeney, Jr., Esq. Hutchins Wheeler and Dittmar, 101 Federal Street, Boston, MA 02110; and notices to the Bank shall be sent to the attention of Carlton F. Williams, Director, 100 Federal Street, Boston, MA 02110 or to such other officer as may be designated by the Bank from time to time by notice, with a copy to Katherine M. Kozub, Esq., Lane Altman & Owens, LLP, 101 Federal Street, Boston, MA 02110.

16. Upon the ninety-first day following the payment and performance in full of the Obligations in accordance with their terms and the performance by PMRG and the other borrowers that are parties to the Security Agreement of all of their respective covenants and

agreements with respect thereto and hereunder and under any other instrument securing any of the Obligations, this Security Agreement shall terminate and the Bank shall upon request, at PMRG's expense, execute all such documentation necessary to release its security interest hereunder.

17. Neither this Security Agreement nor any term hereof may be changed, waived, discharged or terminated except by a written instrument expressly referring to this Security Agreement and to the provisions so modified or limited, and executed by all the parties hereto.

This Security Agreement and all obligations of PMRG shall be binding upon the successors and assigns of PMRG, and shall, together with the rights and remedies of the Bank hereunder, inure to the benefit of the Bank and its respective successors and assigns. If any term of this Security Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Security Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. PMRG acknowledges receipt of a copy of this Security Agreement. Terms used herein without definition which are defined in the Uniform Commercial Code of Massachusetts have such defined meanings herein, unless the context otherwise indicates or requires.

[SIGNATURES ON NEXT PAGE]

SCHEDULE 1

TRADEMARKS AND SERVICE MARKS

[SEE ATTACHED]

BACK BAY RESTAURANT GROUP

SERVICEMARK/TRADEMARK APPLICATIONS AND REGISTRATIONS

MARK	DESCRIPTION	ISSUING OFFICE	REGISTRATION/SERIAL NUMBER	REGISTRATION DATE	STATUS	CURRENT OWNER	LICENSEES
Abe & Louie's	Words Only/ U.S. Class 100,101 International Class 42	USPTO	75-356266	Pending	Pending/Filed as Intent to Use	Pheasant Mall Restaurant Group	None
Abe & Louie's	Words Only/ U.S. Class 100,101 International Class 42	USPTO	75-356267	Pending	Pending/Filed as Intent to Use	Pheasant Mall Restaurant Group	None
Atlantic Fish Co.	Words and Design/ U.S. Class 100 International Class 42	USPTO	1,403,540	7/29/86	Active	Pheasant Mall Restaurant Group	The Westwood Boylston Restaurant Inc.
Charley's Eating & Drinking Saloon	Stylized Letters/ U.S. Class 100 International Class 42	USPTO	1,332,622	4/23/85	Active	Pheasant Mall Restaurant Group	-The Westwood Newton Restaurant, Inc. -Waterford Restaurant Group, Inc. -BBRG Operating, Inc. -The Westwood Worcester Restaurant Group, Inc.
Hillary's	Words Only/ U.S. Class 100 International Class 42	USPTO	1,544,993	6/20/89	Active	Pheasant Mall Restaurant Group	-BBRG Operating, Inc.

-The Westwood Hartford
 Restaurant Group, Inc.
 -The Westwood White Plains
 Restaurant, Inc.
 -BBRG Operating, Inc.

Papa-Razzi	Stylized Letters/ U.S. Class 100 International Class 42	NJ	12362	12/20/93	Active	Back Bay Restaurant Group, Inc.	-The Westwood Shorthills Restaurant, Inc.
Papa-Razzi's Cucina	Words and Design/ U.S. Class 100 International Class 42	USPTO	1,867,843	12/13/94	Active	Pheasant Mall Restaurant Group	BBRG Massachusetts Restaurants, Inc.
Rayz	Stylized Letters/ U.S. Class 100 International Class 42	USPTO	1,785,956	8/3/93	Active	Pheasant Mall Restaurant Group	None

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J.C. Hillary's	Words Only/ U.S. Class 100 International Class 42	USPTO	1,497,161	7/19/88	Active	Pheasant Mall Restaurant Group	-Horaschi Cafe, Inc. -The Westwood Dedham Restaurant, Inc. -The Westwood Trumbull Restaurant, Inc. -The Westwood Woburn Restaurant, Inc. -BBRG Massachusetts Restaurants, Inc. -The Westwood Hartford Restaurant Group, Inc. -The Westwood Short Hills Restaurant, Inc. -BBRG Operating, Inc.
Joe's American Bar & Grill	Words and Design/ U.S. Class 100 International Class 42	USPTO	1,361,176	9/17/85	Active	Pheasant Mall Restaurant Group	-BBRG Rhode Island Restaurants, Inc. -BBRG Washington Restaurants, Inc. -Westfour, Inc. -The Westwood Copley Restaurant Group, Inc. -The 199 Inc. -BBRG Massachusetts Restaurants, Inc. -The Westwood Short Hills Restaurant, Inc.
Papa-Razzi	Words Only/ U.S. Class 100 International Class 42	USPTO	1,678,007	3/3/92	Active	Pheasant Mall Restaurant Group	

SCHEDULE 2

TRADEMARK LICENSE AGREEMENTS

1. Service Mark License Agreement dated February 21, 1997 between PMRG and BBRG Paramus Restaurants, Inc.
2. Service Mark License Agreement dated December 24, 1996 between PMRG and BBRG Waterfront, Inc.
3. Service Mark License Agreement dated March 7, 1995 between PMRG and BBRG Massachusetts Restaurants, Inc.
4. Service Mark License Agreement dated March 7, 1995 between PMRG and BBRG New Jersey Restaurants, Inc.
5. Service Mark License Agreement dated March 7, 1995 between PMRG and BBRG Rhode Island Restaurants, Inc.
6. Service Mark License Agreement dated March 7, 1995 between PMRG and BBRG Washington Restaurants, Inc.
7. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Newton Restaurant, Inc.
8. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood White Plains Restaurant, Inc.
9. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Woburn Restaurant Group, Inc., as amended by Amendment to Service Mark License Agreement dated as of May ____, 1998.
10. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Trumbull Restaurant Group, Inc.
11. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Hartford Restaurant Group, Inc.
12. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Dedham Restaurant, Inc.
13. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Copley Restaurant Group, Inc.

14. Service Mark License Agreement dated March 7, 1995 between PMRG and Westfour, Inc.
15. Service Mark License Agreement dated March 7, 1995 between PMRG and Waterford Restaurant Group, Inc.
16. Service Mark License Agreement dated March 7, 1995 between PMRG and Boraschi Cafe, Inc.
17. Service Mark License Agreement dated March 7, 1995 between PMRG and the 199, Inc.
18. Service Mark License Agreement dated March 7, 1995 between PMRG and BBRG Operating, Inc., as amended by Amendment to Service Mark License Agreement dated as of May ____, 1998.
19. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Short Hills Restaurant, Inc.

COLLATERAL ASSIGNMENT OF TRADEMARK LICENSE AGREEMENTS

THIS COLLATERAL ASSIGNMENT OF TRADEMARK LICENSE AGREEMENTS (the "Assignment") is made as of this 7th day of May, 1998, by each of the entities set forth on Schedule 1 attached hereto (each, an "Assignor" and collectively, the "Assignors"), in favor of BANKBOSTON, N.A. (f/k/a the First National Bank of Boston), a national banking association (together with its successors and assigns, the "Bank").

WHEREAS, Back Bay Restaurant Group, Inc., a Massachusetts corporation ("Back Bay"), Pheasant Mall Restaurant Group, Inc., a New Hampshire corporation ("PMRG"), Assignors and certain other subsidiaries of Back Bay (collectively (including Back Bay and PMRG), the "Companies") and the Bank have entered into an Amended and Restated Revolving Credit and Term Loan Agreement of even date herewith (the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, PMRG has granted to the Bank a continuing security interest in all trademarks, service marks and trade names now or hereafter used or contemplated to be used in the conduct of the business of the Companies (the "Trademarks") as set forth in that certain Service mark and Trademark Security Agreement of even date herewith;

WHEREAS, PMRG has licensed such trademarks, service marks and trade names to the Assignors pursuant to those Trademark License Agreements that are described more fully on Schedule 2 attached hereto (collectively, as the same may be amend, modified or renewed from time to time, the "Trademark License Agreements");

WHEREAS, pursuant to the Credit Agreement, Assignors have granted to the Bank a continuing security interest in all contract rights under or in respect of the Trademark License Agreements;

NOW, THEREFORE, in order more completely to vest in and assure to the Bank its rights in the Trademarks and to carry into effect the provisions and intent of the Credit Agreement, and as security for the payment and performance in full of all Obligations (as such term is defined in the Agreement), the Assignors agree with the Bank, as follows:

1. Each of the Assignors hereby assigns to the Bank a security interest in all of the rights of such Assignors in, to and under each of the Trademark License Agreements, including the right to enforce such Trademark License Agreements in the Bank's own name or in the name of any of the Assignors, as applicable.

2. The Bank shall not be obligated to perform or discharge, nor does the Bank hereby undertake now or hereafter to perform or discharge, any obligation, duty or liability of any of the Assignors under the Trademark License Agreements, and the Assignors shall, and do hereby agree, to indemnify the Bank for, and to hold the Bank harmless from, and to defend against any and all liability, loss or damage which may or might be incurred under the Trademark License

Agreements and from any and all claims and demands whatsoever which may be asserted against the Bank by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Trademark License Agreements. Should the Bank incur any such liability under the Trademark License Agreements or in defense of, any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys fees shall be secured hereby and shall be an Obligation under the Agreement and the Companies shall reimburse the Bank therefor upon demand and upon the failure of the Companies to do so.

3. Without prejudice to any of the obligations of the Assignors under the foregoing paragraphs, which obligations are absolute and unconditional, but as a separate undertaking on the part of each of the Assignors, the Assignors covenant to fulfill and perform on a timely basis each and every obligation to be fulfilled and performed by such Assignors which is contained in the Trademark License Agreements.

4. If, before all Obligations have been satisfied in full, the Assignors or any of the Companies shall enter into any additional agreements for the use of Trademarks, the Assignors or such Company, as the case may be, shall promptly provide the Bank with such agreement(s) and the provisions of this Assignment shall apply thereto. The Assignors and the Companies hereby authorize the Bank to modify this Assignment by amending Schedule 2 to include any such agreements entered into hereafter. Assignors represent and warrant true and correct copies of all Trademark License Agreements in effect as of the date hereof have been provided to the Bank herewith.

5. This Assignment and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the Commonwealth of Massachusetts. This Assignment is intended to take effect as a sealed instrument.

6. Upon the 91st day following the payment and performance in full of the Obligations, this Assignment shall terminate and the Bank shall, at the request and expense of the Assignors, release all collateral then held by the Bank hereunder, together with termination statements and reassignments relating thereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

THE WESTWOOD COPLEY RESTAURANT
GROUP, INC.
THE WESTWOOD WOBURN RESTAURANT
GROUP, INC.
THE WESTWOOD HARTFORD RESTAURANT
GROUP, INC.
THE WESTWOOD TRUMBULL RESTAURANT
GROUP, INC.
THE WATERFORD RESTAURANT GROUP, INC.
WESTFOUR, INC.
THE WESTWOOD DEDHAM RESTAURANT,
INC.
THE WESTWOOD NEWTON RESTAURANT,
INC.
THE 199, INC.
BORASCHI CAFE, INC.
THE WESTWOOD WHITE PLAINS
RESTAURANT, INC.
BBRG MASSACHUSETTS RESTAURANTS, INC.
BBRG RHODE ISLAND RESTAURANTS, INC.
BBRG WASHINGTON RESTAURANTS, INC.
BBRG NEW JERSEY RESTAURANTS, INC.
BBRG PARAMUS RESTAURANT, INC.
BBRG WATERFRONT, INC.
BBRG OPERATING, INC.
BBRG RYE RESTAURANT, INC.

By: _____
Title: _____ of each
Company

By countersigning this Collateral Assignment of Trademark License Agreements, the undersigned hereby acknowledge and agree to the foregoing terms and provisions.

PHEASANT MALL RESTAURANT GROUP,
INC.

By: _____
Its
Hereunto duly authorized

BACK BAY RESTAURANT GROUP,
INC.

By: _____
Its
Hereunto duly authorized

BANKBOSTON, N.A.

By: _____
Title:

SCHEDULE 1

LIST OF ASSIGNORS

1. The Westwood Copley Restaurant Group, Inc.
2. The Westwood Woburn Restaurant Group, Inc.
3. The Westwood Hartford Restaurant Group, Inc.
4. The Westwood Trumbull Restaurant Group, Inc.
5. The Waterford Restaurant Group, Inc.
6. Westfour, Inc.
7. The Westwood Dedham Restaurant, Inc.
8. The Westwood Newton Restaurant, Inc.
9. The 199, Inc.
10. Boraschi Cafe, Inc.
11. The Westwood White Plains Restaurant, Inc.
12. BBRG Massachusetts Restaurants, Inc.
13. BBRG Rhode Island Restaurants, Inc.
14. BBRG Washington Restaurants, Inc.
15. BBRG New Jersey Restaurants, Inc.
16. BBRG Paramus Restaurant, Inc.
17. BBRG Waterfront, Inc.
18. BBRG Rye Restaurant, Inc.
19. BBRG Operating, Inc.

SCHEDULE 2

TRADEMARK LICENSE AGREEMENTS

1. Service Mark License Agreement dated February 21, 1997 between PMRG and BBRG Paramus Restaurants, Inc.
2. Service Mark License Agreement dated December 24, 1996 between PMRG and BBRG Waterfront, Inc.
3. Service Mark License Agreement dated March 7, 1995 between PMRG and BBRG Massachusetts Restaurants, Inc.
4. Service Mark License Agreement dated March 7, 1995 between PMRG and BBRG New Jersey Restaurants, Inc.
5. Service Mark License Agreement dated March 7, 1995 between PMRG and BBRG Rhode Island Restaurants, Inc.
6. Service Mark License Agreement dated March 7, 1995 between PMRG and BBRG Washington Restaurants, Inc.
7. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Newton Restaurant, Inc.
8. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood White Plains Restaurant, Inc.
9. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Woburn Restaurant Group, Inc., as amended by Amendment to Service Mark License Agreement dated as of May ____, 1998.
10. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Trumbull Restaurant Group, Inc.
11. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Hartford Restaurant Group, Inc.
12. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Dedham Restaurant, Inc.
13. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Copley Restaurant Group, Inc.

14. Service Mark License Agreement dated March 7, 1995 between PMRG and Westfour, Inc.
15. Service Mark License Agreement dated March 7, 1995 between PMRG and Waterford Restaurant Group, Inc.
16. Service Mark License Agreement dated March 7, 1995 between PMRG and Boraschi Cafe, Inc.
17. Service Mark License Agreement dated March 7, 1995 between PMRG and the 199, Inc.
18. Service Mark License Agreement dated March 7, 1995 between PMRG and BBRG Operating, Inc., as amended by Amendment to Service Mark License Agreement dated as of May ____, 1998.
19. Service Mark License Agreement dated March 7, 1995 between PMRG and The Westwood Short Hills Restaurant, Inc.